


**RESOLUTION OF THE BOARD OF
COMMISSIONERS OF THE JERSEY CITY
REDEVELOPMENT AGENCY APPROVING THE
MINUTES OF THE REGULAR REMOTE PUBLIC
MEETING OF DECEMBER 21, 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 January 18, 2022

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE MINUTES OF EXECUTIVE
SESSIONS OF THE REMOTE PUBLIC MEETINGS OF
AUGUST 17, SEPTEMBER 21, OCTOBER 19,
NOVEMBER 9, AND DECEMBER 22, 2021**

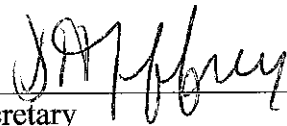
WHEREAS, the Board of Commissioners approved going into closed session at their meetings of **August 17, September 21, October 19, November 9, and December 2, 2021**; and

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 Meetings 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 January 18, 2022

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
EXECUTION OF CONTRACT NO. 22-01-RN1 WITH IN-LINE
HEATING & AIR CONDITIONING COMPANY FOR AGENCY-
OWNED PROPERTIES 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**”) in accordance with 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 Redevelopment Law, the Agency requires from time to time the services of a Heating, Ventilation and Air Conditioning (“**HVAC**”) company to maintain systems in the buildings located on properties owned by the Agency in various redevelopment areas throughout the City; and

WHEREAS, *N.J.S.A. 40A:11-11(5)* authorizes contracting units, including the Agency, to award contracts in accordance with bids advertised and received within a cooperative pricing system; and

WHEREAS, by Resolution No. 16-06-37, adopted June 21, 2016, the Agency joined the Middlesex Regional Educational Service Commission (“**MRESC**”) Cooperative purchasing system, #65MCESCCPS, a state-approved and accepted cooperative purchasing system authorized under *N.J.S.A. 40A:11-11(5)*; and

WHEREAS, the Agency received a quote from In-Line Heating & Air Conditioning Company (“**In-Line**”) to maintain the HVAC systems on Agency-owned properties, a copy of which is on file with the Agency (the “**Proposal**”); and

WHEREAS, having reviewed the Proposal, the Agency has determined that In-Line possesses the requisite expertise and skilled personnel required to perform the HVAC maintenance and that, in consideration of all factors, awarding a contract to In-Line in accordance with the Proposal will be cost-efficient and appropriate; and

WHEREAS, the Agency desires to authorize execution of a contract with In-Line for a term expiring on March 17, 2023, which term may be extended as permitted by the MRESC Cooperative and applicable law, for a contract amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00) in accordance with the rates for Hudson County set forth in the rate sheet attached hereto as **Exhibit A**; and

WHEREAS, notice of the intent to award the contract pursuant to the MRESC Cooperative shall be published in a newspaper of general circulation in accordance with applicable law,

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

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

Section 2. The Board of Commissioners hereby authorizes the award of Contract No. 22-01-RN1 for HVAC maintenance services to In-Line, payable at the rates for Hudson County set forth in Exhibit A, for a not to exceed amount of One Hundred Fifty Thousand Dollars (\$150,000.00) and for a term to expire on March 17, 2023, which term may be extended as permitted by the MRESC Cooperative and applicable law.

Section 3. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute and deliver the contract authorized herein and to execute any and all documents necessary 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 and the contract authorized herein, 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 January 18, 2022.


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	✓			

EXHIBIT A
MRESC COOPERATIVE RATE SHEET

**EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY
NEW JERSEY STATE APPROVED COOPERATIVE PRICING SYSTEM #65MCESCCPS**

HVAC – TIME & MATERIAL BID #ESCNJ 19/20-13

BID TERM: 3/18/2020 – 3/17/2022; ext. to 3/17/2023 (with extensions as permitted by law)

Bid Date: January 14, 2020

5 Bid Package Requested

7 Bid Packages Received

That the Representative Assembly approve the award of the HVAC Time and Material Bid #ESCNJ 19/20-13 to Hutchins HVAC, Inc., 12 Rothbard Road, Hazlet, NJ 07730; In-Line Air Conditioning Co, Inc., 85 East 21st Street, Bayonne, NJ 07002; Liberty Mechanical Contractors, Inc., 330 Raymond Boulevard, Newark, NJ 07105; and McCloskey Mechanical Contractors, Inc., 445 Lower Landing Road, Blackwood, NJ 08012, as follows:

Check the New Jersey State:

Department of Labor and Workforce Development Website for current trade rates:

http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevaling_wage_determinations.html

Percentage Markup over New Jersey Prevailing Wage Rates

County	Vendor	Journeyman	Apprentice	Foreman
Atlantic	Hutchins HVAC	21%	21%	21%
Bergen	In-Line Air Conditioning	12%	10%	0%
Burlington	McCloskey Mechanical	19%	48%	19%
Camden	McCloskey Mechanical	19%	48%	19%
Cape May	McCloskey Mechanical	19%	48%	19%
Cumberland	McCloskey Mechanical	19%	48%	19%
Essex	In-Line Air Conditioning	12%	10%	0%
Gloucester	McCloskey Mechanical	19%	48%	19%
Hudson	In-Line Air Conditioning	12%	10%	0%
Hunterdon	Liberty Mechanical	25%	25%	25%
Mercer	In-Line Air Conditioning	12%	10%	0%
Middlesex	In-Line Air Conditioning	12%	10%	0%
Monmouth	In-Line Air Conditioning	12%	10%	0%
Morris	In-Line Air Conditioning	12%	10%	0%
Ocean	Hutchins HVAC	18%	18%	18%
Passaic	In-Line Air Conditioning	12%	10%	0%
Salem	McCloskey Mechanical	19%	48%	19%
Somerset	In-Line Air Conditioning	12%	10%	0%
Sussex	Liberty Mechanical	25%	25%	25%
Union	In-Line Air Conditioning	12%	10%	0%
Warren	In-Line Air Conditioning	18%	15%	0%

Parts Bid – Expressed As A Percentage Markup Over Cost

Vendor	Markup Percentage (%)
Hutchins HVAC	18%
In-Line Air Conditioning	14%
Liberty Mechanical	20%
McCloskey Mechanical	19%
Performance Bond Option - \$ Cost per \$1,000 (\$/\$1K)	
Vendor	\$/\$1K
Hutchins HVAC	\$30.00
In-Line Air Conditioning	N/A
Liberty Mechanical	\$20.00
McCloskey Mechanical	\$0.00

Include contract number and ESCNJ Co-op number on all purchase orders.



Heating & Air Conditioning Company

85 East 21st Street

Bayonne, N.J. 07002

(201) 339-8122 service@inlinenj.com

Master HVAC License #'s 19HC00505500 / 19HC00505600

JC Redevelopment Agency
66 York Street
2nd Floor
Jersey City NJ 07302-3821

HVAC PROPOSAL

Proposal #: 0000061045

Proposal Date: 12/17/2021

Tech / IL Rep: Matt Sr.

Client Location:

JC Redevelopment Agency
39 Kearney Ave./ 4 Jackson Sq.
Jersey City NJ 07305

	Qty	Price	Amt
Proposal for Annual HVAC Services for all J.C.R.A. Owned Properties	1.00	150,000.00	150,000.00

Description of Work:

In-Line Air Conditioning Co. Inc. agrees to provide qualified professional service technicians to perform heating and air conditioning start up services, emergency service, and routine maintenance as needed for all JCRA owned properties.

Emergency Service & Response:

In-Line agrees to provide emergency response to all service requests within two hours of receipt of request from client. All emergency service work shall be invoiced in addition to this proposal at current ESCNJ bid rates.

The following is a summary of services provided under this proposal agreement, as well as other services not listed that may be required and as requested by the client:

- > General planned maintenance services, as needed
- > Heating equipment start up services
- > Boiler cleaning and efficiency tests
- > Air conditioning start up services
- > Emergency HVAC service
- > HVAC equipment replacement
- > HVAC water treatment
- > HVAC controls

Proposal/Estimate Total Amount

\$150,000.00



NJ State Approved Co-Op #655MCESCPS
HVAC Bid # ESCNJ 19/20-13
Bid Term 3/18/20 - 3/17/22
Coop@escnj.k12.nj.us
www.escnj.k12.nj.us

< This Proposal May Continue On Next Page >

All work has been quoted in accordance with MRESC Bid # ESCNJ 19/20-13 Bid Term 3/18/2020 - 3/17/2022. Please provide a copy of an authorized purchase order and sign below to authorize this work. All quotes valid for 30 days. Questions? Please call us.

Signature: _____ PO#: _____

ALL ORDERS REQUIRE AUTHORIZED PO NUMBER TO PROCEED WITH WORK THANK YOU!

FIRST AMENDMENT TO CONTRACT NO. 19-06-JS1

THIS FIRST AMENDMENT TO CONTRACT NO. 19-06-JS1 (the “**First Amendment**”) is entered into as of the 17th day of March 2020 by and between the **JERSEY CITY REDEVELOPMENT AGENCY**, with offices at 66 York Street, Floor 3, Jersey City, New Jersey 07302 (the “**Agency**”), and **IN-LINE HEATING & AIR CONDITIONING COMPANY**, with offices at 85 East 21st Street, Bayonne, New Jersey 07002 (“**In-Line**”; together with the Agency, the “**Parties**”; each, a “**Party**”).

WITNESSETH:

WHEREAS, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, the Agency requires graphic design and website maintenance services from time to time; and

WHEREAS, by Resolution No. 19-06-5 dated October 18, 2019 the Agency’s Board of Commissioners authorized that certain Contract No. 19-06-JS1 with In-Line (the “**Original Contract**”) for an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00) to maintain HVAC systems on Agency-owned properties for a term to expire on March 17, 2020 (the “**Initial Term**”), which term may be extended as permitted by the MRESC Cooperative and applicable law; and

WHEREAS, the Agency wishes to extend the Initial Term to May 31, 2020; and

WHEREAS, the Agency’s Board of Commissioners authorized extending the Term of the Initial Term to May 31, 2020 (the “**Additional Term**” and together with the Initial Term, the “**Term**”) by Resolution 20-02-4 dated February 18, 2020, attached hereto as **Exhibit A**; and

WHEREAS, the Original Contract authorized a maximum contract amount of One Hundred Fifty Thousand Dollars (\$150,000.00) for the services as needed, to be compensated at the rates set by the MRESC Cooperative, which are set forth in the Original Contract; and

WHEREAS, there are funds remaining authorized under the Initial Contract, and no increase in the amount set forth in the Contract is authorized by this First Amendment; and

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

NOW, THEREFORE, for good and valuable consideration as herein set forth and as set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Agency and In-Line do hereby agree to amend the Original Contract as follows:

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

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

Section 3. The definition of the "Term" set forth in Section 4 of the Original Contract is hereby amended such that the expiration date of March 17, 2020 is deleted and replaced with May 31, 2020.

Section 4. The Original Contract, as amended by this First Amendment, is ratified and affirmed by the Parties. Except as expressly amended herein, all other terms and conditions of the Original Contract remain in full force and effect, including but not limited to In-Line's obligation to comply with Jersey City Ordinance 08-128, attached hereto as **Exhibit B**.

Section 5. This First Amendment may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties have entered into this First Amendment as of the date first above written.

WITNESS:

**IN-LINE AIR CONDITIONING COMPANY,
INC.**

Name:

Name:
Title:

ATTEST:

JERSEY CITY REDEVELOPMENT AGENCY

Name:

Diana Jeffrey, Executive Director

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A
FIRST AMENDMENT TO CONTRACT NO. 19-06-JS1 WITH IN-
LINE AIR CONDITIONING COMPANY, INC. FOR HVAC
SERVICES ON PROPERTIES OWNED BY THE AGENCY IN
ALL PROJECT AREAS**

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

WHEREAS, in furtherance of the goals and objectives of Redevelopment Law, the Agency requires from time to time the services of a Heating, Ventilation and Air Conditioning (HVAC) company to maintain systems in the buildings located on properties owned by the Agency in various redevelopment areas throughout the City; and

WHEREAS, *N.J.S.A. 40A:11-11(5)* authorizes contracting units, including the Agency, to award contracts in accordance with bids advertised and received within a cooperative pricing system; and

WHEREAS, by Resolution No. 16-06-37, adopted June 21, 2016 and that certain Cooperative Pricing System Agreement dated June 22, 2016, the Agency joined the Middlesex Regional Educational Service Commission ("MRESC") Cooperative pricing system #65MCESCCPS (the "MRESC Cooperative"), a state-approved and accepted cooperative pricing system authorized under *N.J.S.A. 40A:11-11(5)*; and

WHEREAS, MRESC Cooperative awarded that certain HVAC Time and Material Bid #MRESC 15/16-58 (the "MRESC Bid"), set to expire on March 17, 2020, to In-Line Air Conditioning Company, Inc. ("In-Line") for HVAC services in Hudson County, New Jersey; and

WHEREAS, by Resolution 19-06-5 adopted on June 18, 2019, the Board of Commissioners of the Agency awarded Contract No. 19-06-JS1, attached hereto as Exhibit A (the "Contract"), to In-Line to maintain HVAC systems on Agency-owned properties for a term to expire on March 17, 2020, which term may be extended as permitted by the MRESC Cooperative and applicable law; and

WHEREAS, the Agency has determined that In-Line possesses the requisite expertise and skilled personnel required to continue performing the HVAC maintenance and that, in consideration of all factors, extending the Contract in accordance with the Proposal will be cost-efficient and appropriate; and

WHEREAS, the Agency desires to extend the term of the Contract to May 31, 2021, which term may be further extended as permitted by the MRESC Cooperative and applicable law, and to memorialize such extension in a First Amendment to the Contract ("First Amendment"); and

WHEREAS, except as authorized herein, all other terms and conditions of the Contract shall remain in full force and effect, including but not limited to the previously authorized Contract amount not to exceed \$150,000.00, payable at the rates set by the MRESC Cooperative, which are set forth in the Contract; and

WHEREAS, notwithstanding the foregoing, the herein authorization of the First Amendment shall be conditioned upon and subject to extension of the MRESC Bid expiration date by the MRESC Cooperative's Board of Directors; an

WHEREAS, notice of the intent to amend the Contract shall be published in a newspaper of general circulation in accordance with applicable law,

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

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

Section 2. The Board of Commissioners hereby authorizes a First Amendment to the Contract such that the term will expire on May 31, 2021, which term may be further extended as permitted by the MRESC Cooperative and applicable law.

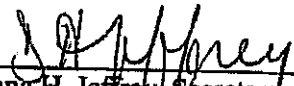
Section 3. Except as authorized herein, all other terms and conditions of the Contract shall remain unchanged and in full force and effect, including but not limited to the previously authorized amount not to exceed \$150,000, payable at the rates set by the MRESC Cooperative, which are set forth in the Contract.

Section 4. The herein authorization of the First Amendment is conditioned upon and subject to the MRESC Cooperative Board of Directors' approval of an extension of the MRESC Bid expiration date.

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

Section 6. The Chairman, Vice-Chairman, Executive Director, and/or Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate this Resolution and the Contract authorized herein, in consultation with counsel.

Section 7. This Resolution shall take effect immediately.


Diana H. Jeffrey, Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of February 18, 2020.

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

EXHIBIT A

RESOLUTION 20-02-4



Heating & Air Conditioning Company

86 East 21st Street

Bayonne, N.J. 07002

(201) 339-8122 service@inlinenj.com

Master HVAC License #'s 19HC00505500 / 19HC00505600

HVAC PROPOSAL

Proposal #: 0000054674

Proposal Date: 2/6/2020

Tech / IL Rep: Matt Dorans

Client Location:

JC Redevelopment Agency
66 York Street
2nd Floor
Jersey City NJ 07302-3821

JC Redevelopment Agency
66 York Street
Jersey City NJ 07302

Proposal for Annual HVAC Services for all J.C.R.A. Owned Properties

Qty	Price	Amt
1.00	150,000.00	150,000.00

Description of Work:

In-Line Air Conditioning Co. Inc. agrees to provide qualified professional service technicians to perform heating and air conditioning start up services, emergency service, and routine maintenance as needed for all JCRA owned properties.

Emergency Service & Response:

In-Line agrees to provide emergency response to all service requests within two hours of receipt of request from client. All emergency service work shall be invoiced in addition to this proposal at current ESCNJ bid rates.

The following is a summary of services provided under this proposal agreement, as well as other services not listed that may be required and as requested by the client:

- > General planned maintenance services, as needed
- > Heating equipment start up services
- > Boiler cleaning and efficiency tests
- > Air conditioning start up services
- > Emergency HVAC service
- > HVAC equipment replacement
- > HVAC water treatment
- > HVAC controls



NJ State Approved Co-Op #85MCECSPS

HVAC Bid # MRESC 15/16-58 EXTENSION

Bid Term 3/18/16 - 3/17/20

www.inlinenj.com

Quote Total Amount..... \$150,000.00

All work has been quoted in accordance with ESCNJ Bid # MRESC 15/16-58 Bid Term 3/18/2016 - 3/17/2020 EXTENSION.
Please provide a copy of an authorized purchase order and sign below to authorize this work. All quotes valid for 30 days.

Signature: _____ PO#: _____

ALL ORDERS REQUIRED AUTHORIZED PO NUMBER TO PROCEED WITH WORK THANK YOU

EXHIBIT B

JEREY CITY 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 _____ (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (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 _____ (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: _____

Signed _____ Title: _____

Print Name _____ Date: _____

Subscribed and sworn before me
this ____ day of _____, 2____.

My Commission expires:

(Affiant)

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

****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.**

City Clerk File No. Ord. 08-128
Agenda No. INITIATIVE PETITION 1st Reading
Agenda No. 4.A. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 08-128

TITLE:

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City
(CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

The Municipal Council of the City of Jersey City does hereby ordain:

WHEREAS, large political contributions from those seeking or performing contracts with a municipality raise reasonable concerns on the part of taxpayers and residents as to their trust in government and its business practices; and

WHEREAS, pursuant to N.J.S.A. 40:48-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-laws as necessary and proper for good government, as well as the public health, safety and welfare; and

WHEREAS, pursuant to P.L.2005, c.271 (codified at N.J.S.A. 40A:11-51) a municipality is authorized to adopt by ordinance, measures limiting the awarding of public contracts to business entities that have made political contributions, and limiting the contributions that the recipient of such a contract can make during the term of a contract; and

WHEREAS, in the interest of good government, the people and the government of the City of Jersey City desire to establish a policy that will avoid the perception of improper influence in public contracting and local elections;

NOW, THEREFORE, BE IT RESOLVED, it shall be the policy of the City of Jersey City to create such a regulation which states that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City; and

BE IT ORDAINED by the City of Jersey City, in the County of Hudson, and State of New Jersey, as follows:

DEFINITIONS

As used in this ordinance:

- (a) "Campaign Committee" means (i) every candidate for City of Jersey City elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for City of Jersey City elective municipal office; (iii) every joint candidate committee established in whole or in part by or for the benefit of a candidate for City of Jersey City elective municipal office; (iv) every political party committee of the City of Jersey City; (v) every political party committee of the County of Hudson; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the City of Jersey City municipal or Hudson county elective offices or City of Jersey City municipal or Hudson county political parties or political party committees. The terms in the foregoing paragraph have the meaning prescribed in N.J.A.C. 19:25-1.7,

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

- (b) "Contribution" has the meaning prescribed in N.J.A.C. 19:25-1.7. By way of illustration, and not limitation, this definition includes pledges, loans, and in-kind contributions.
- (c) A "contract for professional or extraordinary services" means all contracts for "professional services" and "extraordinary unspecified services" as such term is used in N.J.S.A. 40A:11-5
- (d) For purposes of this Ordinance, a "Business Entity" whose contributions are regulated by this ordinance means: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or infeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than \$100,000.00 in compensation or income of any kind (including, by way of illustration, and not limitation: wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this ordinance; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

SECTION 1 - PROHIBITION ON AWARDING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS

- (e) To the extent that it is not inconsistent with state or federal law, the City of Jersey City and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is defined at N.J.S.A. 40A:11-2(6) and used at N.J.S.A. 40A:11-5(1)(a)(i) and/or banking, insurance or other consulting service (hereinafter "Professional Services"), nor "extraordinary unspecified services" as such term is defined at N.J.S.A. 40A:11-2(7) and used at N.J.S.A. 40A:11-5(1)(a)(ii) and/or media, public relations, lobbying, parking garage management or other consulting and/or management service (hereinafter "Extraordinary Unspecified Services") from any Business Entity if such Business Entity has solicited or made any Contribution to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) to 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, political party committees, (hereinafter "PAC"), in excess of the thresholds specified in subsection (g) within one calendar year immediately preceding the date of the contract or agreement.
- (f) No Business Entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the City of Jersey City or any of its departments or instrumentalities, for the rendition of Professional Services or Extraordinary Unspecified Services shall knowingly solicit or make any Contribution, to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) any PAC between the time of first communication between that Business Entity and the municipality regarding a specific agreement for Professional Services or Extraordinary Unspecified Services, and the later of the termination of negotiations or rejection of any proposal, or the completion of the performance or specified time period of that contract or agreement.
- (g) The monetary thresholds of this Ordinance are: (i) a maximum of \$300 per calendar year each for any purpose to any candidate or candidate committee for mayor or governing body, or \$500 per calendar year to any joint candidates committee for mayor or governing body, or \$300 per calendar year to a political committee or political party committee of the City of Jersey City; (ii) \$500 maximum per calendar year to a Hudson County political committee or political party committee; and (iii) \$500 maximum per calendar year to any PAC. However, for each Business Entity party to a contract for Professional or Extraordinary Unspecified Services as defined in subparagraph (a), or engaged in negotiations for a contract defined in subparagraph (a), when such Business Entity's Contribution is aggregated with all "persons" defined in subparagraph (d)

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

of "Definitions" above, by virtue of their affiliation to that Business Entity party, a maximum of \$2,500 to all City of Jersey City candidates, candidate committees, joint candidate committees, and holders of public office having ultimate responsibility for the award of a contract, all City of Jersey City or Hudson County political committees and political party committees as described herein combined, without violating subsection (a) of this section.

- (h) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the City of Jersey City Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body, or (ii) the Mayor of the City of Jersey City, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.
- (i) Rules regarding subcontractors. No person may be awarded a subcontract to perform under a contract subject to this Ordinance, if the subcontractor would be disqualified by paragraph (a) from receiving the contract at the time that the subcontract is awarded. Nor may any person who would be disqualified by paragraph (a) from receiving the contract perform substantially all of obligations described in a contract for professional or extraordinary services that is subject to this ordinance.

SECTION 2 - CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE

No Contribution or solicitation of contributions made prior to the effective date of this Ordinance shall be deemed to give rise to a violation of this Ordinance.

SECTION 3 - CONTRACT RENEWAL

No contract subject to this ordinance may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this ordinance if it were an initial contract.

SECTION 4 - CONTRIBUTION STATEMENT BY BUSINESS ENTITY

- (j) Prior to awarding any contract or agreement to procure Professional Services or Extraordinary Unspecified Services from any Business Entity, the City of Jersey City or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said Business Entity which is the intended recipient of said contract that he/she/it has not made a Contribution in violation of Section 1 of this Ordinance. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the City Council that the aforementioned sworn statement has been received and that the Business Entity is not in violation of this ordinance, prior to awarding the contract or agreement.
- (k) A Business Entity shall have a continuing duty to report to the City of Jersey City any Contributions that constitute a violation of this act that are made during the negotiation, proposal process or the duration of a contract. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the governing body within ten (10) business days after receipt of said report from the Business Entity, or at the next City Council meeting following receipt of said report from the Business Entity, or whichever comes first.
- (l) The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Jersey City, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

SECTION 5 - RETURN OF EXCESS CONTRIBUTIONS

A Business Entity that is a party to a contract for Professional Services or Extraordinary Unspecified Services may cure a violation of Section 1 of this Ordinance, if, within 30 days after the date on which the applicable ELEC report is published, said Business Entity notifies the municipality in writing and seeks and receives reimbursement of the Contribution from the recipient of such Contribution.

SECTION 6 - EXEMPTIONS

The contribution limitations prior to entering into a contract in Section 1(a) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20 et seq.

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

SECTION 7 - PENALTY

- (m) It shall be a material breach of the terms of a City of Jersey City agreement or contract for Professional Services or Extraordinary Unspecified Services when a Business Entity that is a party to such agreement or contract has: (i) made or solicited a Contribution in violation of this Ordinance; (ii) knowingly concealed or misrepresented a Contribution given or received; (iii) made or solicited Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) made or solicited any Contribution on the condition or with the agreement that it will be re-contributed to a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or any Jersey City or Hudson County political committee or political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any Contribution, which if made or solicited by the professional Business Entity itself, would subject that entity to the restrictions of this Ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of Contributions to circumvent the intent of this Ordinance; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this Ordinance.
- (n) Furthermore, any Business Entity that violates Section 7 (a) (i-viii) shall be disqualified from eligibility for future City of Jersey City contracts for a period of four (4) calendar years from the date of the violation.
- (o) Any person who knowingly, purposely, or recklessly violates any provision of this ordinance, or who conspires with another person to violate any provision of this ordinance, or who, with the purpose of promoting or facilitating a violation of this ordinance, solicits another person to commit it, or aids or agrees, or attempts to aid another person in planning or committing it, shall be subject to punishment including fines and/or imprisonment as fixed by law for violations of the ordinances of the City of Jersey City.

SECTION 8 - CITIZENS PRIVATE RIGHT OF ACTION

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this ordinance, every person aggrieved by a violation of the ordinance, or any taxpayer or resident of the City of Jersey City has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this ordinance in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys fees and costs, arising from or related to a violation of this ordinance.

SECTION 9 - SEVERABILITY

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby; and to this extent the provisions of this Ordinance are severable. The drafters of this Ordinance, the persons signing the petition in support of this Ordinance, and the persons who cast votes in favor of the Ordinance, declare that they would have supported the Ordinance and each section, subsection, sentence, clause, phrase, or provision or application thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses, phrases, or provisions or applications thereof may be held invalid.

COMMITTEE OF PETITIONERS pursuant to N.J.S.A. 40:69A-186

James Carril, 44 Terrace, Jersey City, New Jersey 07307
Steven Fulop, 76 Essex Street, Jersey City, N.J. 07302
Daniel Levin, 228 1/2 Third Street, Jersey City, NJ 07302
Aaron Morrill, 209 Washington Street, Jersey City, N.J. 07302
Shelly Skinner, 286 Pavonia, Jersey City, N.J. 07302

SECTION 10 - REPEALER

All ordinances or parts of ordinances which are inconsistent with any provisions of this Ordinance are hereby repealed as to the extent of such inconsistencies.

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

SECTION 11 - INDEXING

The monetary thresholds of "Definitions" Section (d) and Section 1(c) of this ordinance shall be increased effective March 1 of each calendar year by the percentage increase, in the prior calendar year, of the consumer price index for all urban consumers (CPI-U) for the New York-Northern New Jersey-Long Island region, rounded to the nearest \$10.00. The Clerk of the City of Jersey City shall, by no later than April 1 of each calendar year, prepare and publish the revised thresholds on the official municipal website and in an official municipal newspaper.

SECTION 12 - EFFECTIVE DATE

This Ordinance shall become effective twenty (20) days following the final adoption thereof by the Municipal Council of the City of Jersey City and shall be published as required by law.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

Ordinance of the City of Jersey City, N.J.

ORDINANCE NO. 4.A. Ord. 08-128

TITLE:

An ordinance establishing a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (Contractor Pay-to-Play Reform Ordinance)



INITIATED BY PETITION CERTIFIED AUGUST 20, 2008

RECORD OF COUNCIL VOTE ON INTRODUCTION											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FLOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote
 JAMES F. WADDLETON AARON MORRILL JAMES CARROLL N.V.-Not Voting (Abstain)
 BRET SCHUNDLER RAYLIE VUNKEL SEBASTIAN BERNHEIM
 STEVE DAVISON TOM GIBBONS HEATHER TAYLOR
 TOM WILEN SHELLEY SKINNER DANIEL LEVIN

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FLOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote
 DAN FALCON YVONNE DALCER
 ANTHONY MORELLI
 ANDREW HUBSCH
 MAHALEY BOWLES

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FLOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote
 N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FLOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote
 N.V.-Not Voting (Abstain)

Initiated by Petition Certified August 20, 2008

Adopted on second and final reading after hearing on

SEP 0 3 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on SEP 0 3 2008

Robert Byrne, City Clerk

APPROVED:

Mariano Vega, Jr., Council President

Date: SEP 0 3 2008

APPROVED:

Joseph T. Healy, Mayor

Date: SEP 0 5 2008

Date to Mayor: SEP 0 4 2008

*Amendment(s):

CONTRACT NO. 19-06-JS1

THIS CONTRACT NO. 19-06-JS1 (the "**Agreement**"), entered into as of this 19th day of June, 2019 (the "**Effective Date**") by and between the **JERSEY CITY REDEVELOPMENT AGENCY**, a 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 **IN-LINE HEATING & AIR CONDITIONING COMPANY**, with offices at 85 East 21st Street, Bayonne, New Jersey 07002 ("**In-Line**"; together with the Agency, the "**Parties**"; each, a "**Party**").

WITNESSETH:

WHEREAS, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, the Agency requires from time to time the services of a Heating, Ventilation and Air Conditioning (HVAC) company to maintain systems in the buildings located on properties owned by the Agency in various redevelopment areas throughout the City; and

WHEREAS, *N.J.S.A. 40A:11-11(5)* authorizes contracting units, including the Agency, to award contracts in accordance with bids advertised and received within a cooperative pricing system; and

WHEREAS, by Resolution No. 16-06-37, adopted June 21, 2016, the Agency joined the Middlesex Regional Educational Services Commission ("MRESC") Cooperative purchasing system, #65MCESCCPS, a state-approved and accepted cooperative purchasing system authorized under *N.J.S.A. 40A:11-11(5)*; and

WHEREAS, In-Line submitted Proposal No. 0000051868 to the Agency to maintain the HVAC systems on Agency-owned properties, attached hereto as **Exhibit A** (the "**Proposal**"); and

WHEREAS, the Agency has determined that In-Line possesses the requisite expertise and skilled personnel required to perform the HVAC maintenance and that, in consideration of all factors, awarding a contract to In-Line in accordance with the Proposal will be cost-efficient and appropriate; and

WHEREAS, on June 18, 2019 the Board of Commissioners of the Agency adopted Resolution No. 19-06-5, attached hereto as **Exhibit B**, authorizing the execution of this Agreement for a term to expire on March 17, 2020, which term may be extended as permitted by the **MRESC Cooperative** and applicable law for an amount not to exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00)** in accordance with the rates for Hudson County as set forth in the rate sheet attached hereto as **Exhibit C**; and

WHEREAS, notice of the award of this contract, pursuant to the **MRESC Cooperative**, shall be published in a newspaper of general circulation in accordance with applicable law; and

NOW, THEREFORE, the Agency and In-Line, 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 AGREEMENT

NOW, THEREFORE, the Agency and In-Line, 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 AGREEMENT

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 maintaining systems in the buildings located on properties owned by the Agency in various redevelopment areas throughout the City.

SECTION 2 – SCOPE OF SERVICES; PERFORMANCE

- A. In-Line shall perform the Work as outlined in and in accordance with the Proposal.
- B. The Parties shall cooperate in arranging for In-Line's lawful access to the Property, including obtaining any required permits, authorizations, approvals or agreements.
- C. In-Line's performance of the Work shall not be materially different from or more or less extensive than as specified in the Proposal, unless such modifications are reduced to writing and signed by authorized representatives of the Agency and In-Line.
- D. At all times during the term of this Agreement, In-Line 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, In-Line shall be solely responsible for determining the means and methods of performing the Work.
- E. In-Line shall perform the Work 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. All Work shall be performed by licensed individuals, where applicable.
- G. All activities undertaken by In-Line on the Property shall be performed in a safe, good and workmanlike manner to ensure the safety of all persons at the Property in accordance with all applicable federal, state, county and municipal laws, rules, regulations, and ordinances in a manner designed to minimize the effect of such activity on the Agency and its tenants, licensees and/or occupants in, on and around the Property and other property owners in, on and around the Property and their respective tenants, licensees and occupants.

SECTION 3 – COMPENSATION AND PAYMENT

- A. The total compensation paid by the Agency to In-Line during the term of this Agreement shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) (the "Authorized Amount"), payable as invoiced for Work performed, in accordance with the payment terms set forth in the hourly rate schedule set forth in Exhibit C. Such hourly

rates shall include, and the Agency shall not be responsible for paying, any and all of In-Line's labor, overhead and basic support costs incurred in the course of performing the Work (collectively, the "Overhead Costs"). The Agency will not reimburse In-Line for costs deemed by the Agency to be Overhead Costs. In-Line shall be solely responsible for its own meal, labor, travel and printing expenses, all of which are hereby deemed Overhead Costs.

- B. In-Line shall not request payment in excess of the Authorized Amount without obtaining the Agency's prior, written consent. If In-Line wishes to increase the Authorized Amount, In-Line shall submit to the Agency, in writing, a request to increase the Authorized Amount detailing the need for the increased Authorized Amount. In-Line shall not proceed with performing any such additional work without obtaining the prior, written approval of the Agency. Any modifications that would result in increasing the Authorized Amount 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. In-Line shall submit to the Agency any invoices and any required Agency accounts payable vouchers for the period covered thereby. In-Line understands that said invoices and vouchers must be submitted to the Agency for approval prior to payment.

SECTION 4 – TERM OF AGREEMENT

This Agreement shall terminate on March 17, 2020, unless otherwise extended, as permitted by the MRESC Cooperative and applicable law, or terminated in accordance with the terms herein.

SECTION 5 – INSURANCE

- A. In-Line 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 In-Line.
 - i. **Commercial General Liability Coverage.** In-Line shall, at its own cost and expense, obtain and keep in full force during the term of the Agreement a policy of general liability ("CGL") insurance insuring against any and all liability arising out of In-Line's performance hereunder 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. 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.
 - ii. **Workers' Compensation Insurance.** In-Line 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 In-Line 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 In-Line as its employee and will not be responsible for any workers' compensation claims filed against In-Line. In-Line shall have no status relative to the Agency other than that of independent contractor.

- iii. **Automobile Liability Coverage.** In-Line 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 In-Line pursuant to this Agreement shall name the Agency and the City as additional insureds. 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. On or before the Effective Date, In-Line shall provide the Agency with certificates of insurance and complete copies of all relevant policies, endorsements to the policies, any applicable additional insured endorsements and applicable exclusions thereto reflecting the coverages required pursuant to this Agreement, and in the case of In-Line'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 In-Line'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 In-Line or any insurance company unless thirty (30) days' prior written notice is sent by certified mail to In-Line and to the Agency.
- v. In-Line 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 Best's Key Rating Guide for Property and Casualty covering all operations under this Agreement.

SECTION 6 – TERMINATION

- A. 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 In-Line of such termination and specifying the effective date therefor. In such case, In-Line shall continue to provide the Services as required by the Agency until the effective date provided in the termination notice.
- B. If the Agency terminates this Agreement pursuant to this Section 6, the Agency shall pay In-Line an amount which bears the same ratio to the total compensation as the services actually performed, less payments previously made, subject to Section 6(C) herein, and provided that the Agency shall not be responsible for any additional fees, costs, expenses or charges incurred by In-Line as a result of such termination.
- C. If the Agency terminates this Agreement due to the fault of In-Line, In-Line shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this Agreement by In-Line, and the Agency may withhold any payments to In-Line for the purpose of setoff until such time as the exact amount of damages due the Agency from In-Line is determined.

SECTION 7 – 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 8 – INDEMNITY

In-Line 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 In-Line, or any of its respective officers, employees, contractors or agents, in the performance of this Agreement.

This requirement of the In-Line 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.

SECTION 9 – 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 10 – ENTIRE AGREEMENT

This Agreement and all exhibits attached hereto constitute the entire agreement between the Agency and In-Line 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 11 – TITLES AND HEADINGS

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only. Such titles shall be disregarded in construing or interpreting any of the provisions of this Agreement.

SECTION 12 – COUNTERPARTS

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

SECTION 13 – NOTICE

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

SECTION 14 – GOVERNING LAW

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.

SECTION 15 – 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.

SECTION 16 – CONFIDENTIALITY

In the course of performing the Work, In-Line may gain access to nonpublic and confidential information. The Agency requires In-Line to maintain the confidentiality of such information both during and after the course of In-Line's performance hereunder. In-Line shall implement appropriate procedures to ensure the protection of all such information.

SECTION 17 – 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.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Agency and In-Line have entered into this Agreement as of the Effective Date.

ATTEST:

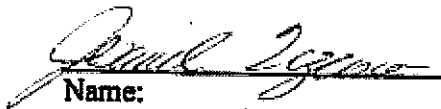
IN-LINE HEATING & AIR CONDITIONING CO.,
INC.


Name: Dorothy Gutierrez

By: 
Name: Matthew Dorans
Title: Vice President

ATTEST:

JERSEY CITY REDEVELOPMENT AGENCY


Name: Jesami Lotun

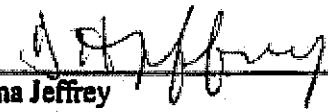
By: 
Diana Jeffrey
Executive Director

EXHIBIT A

PROPOSAL



Heating & Air Conditioning Company
 85 East 21st Street
 Bayonne, N.J. 07002
 (201) 339-8122 service@inlinenj.com
 Master HVAC License #'s 19HC00505500 / 19HC00505600

HVAC PROPOSAL

Proposal #: 0000051868
 Proposal Date: 6/14/2019
 Tech / IL Rep: Matt Dorans

Client Location:

JC Redevelopment Agency
 66 York Street
 2nd Floor
 Jersey City NJ 07302-3821

JC Redevelopment Agency
 66 York Street
 Jersey City NJ 07302

Qty	Price	Amt
1.00	150,000.00	150,000.00

Proposal for Annual HVAC Services for all J.C.R.A. Owned Properties

Description of Work:

In-Line Air Conditioning Co. Inc. agrees to provide qualified professional service technicians to perform heating and air conditioning start up services, emergency service, and routine maintenance as needed for all JCRA owned properties.

Emergency Service & Response:

In-Line agrees to provide emergency response to all service requests within two hours of receipt of request from client. All emergency service work shall be invoiced in addition to this proposal at current ESCNJ bid rates.

The following is a summary of services provided under this proposal agreement, as well as other services not listed that may be required and as requested by the client:

- > General planned maintenance services, as needed
- > Heating equipment start up services
- > Boiler cleaning and efficiency tests
- > Air conditioning start up services
- > Emergency HVAC service
- > HVAC equipment replacement
- > HVAC water treatment
- > HVAC controls



NJ State Approved Co-Op of ESCNJ ESCCOPS
 HVAC Bid # MRESC 15/16-58 EXTENSION
 Bid Term 3/18/16 - 3/17/20
 Escrow Agent: [illegible]
 www.escnj.com

Quote Total Amount..... \$150,000.00

All work has been quoted in accordance with ESCNJ Bid # MRESC 15/16-58 Bid Term 3/18/2016 - 3/17/2020 EXTENTION.
 Please provide a copy of an authorized purchase order and sign below to authorize this work. All quotes valid for 30 days.

Signature: _____ PO#: _____

ALL ORDERS REQUIRED AUTHORIZED PO NUMBER TO PROCEED WITH WORK THANK YOU

EXHIBIT B

**RESOLUTION NO. 19-06-5 OF THE
JERSEY CITY REDEVELOPMENT AGENCY BOARD OF COMMISSIONERS**

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING EXECUTION OF A CONTRACT WITH IN-LINE HEATING & AIR CONDITIONING FOR PROPERTIES OWNED BY THE AGENCY IN ALL PROJECT AREAS

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

WHEREAS, in furtherance of the goals and objectives of Redevelopment Law, the Agency requires from time to time the services of a Heating, Ventilation and Air Conditioning (HVAC) company to maintain systems in the buildings located on properties owned by the Agency in various redevelopment areas throughout the City; and

WHEREAS, *N.J.S.A. 40A:11-11(5)* authorizes contracting units, including the Agency, to award contracts in accordance with bids advertised and received within a cooperative pricing system; and

WHEREAS, by Resolution No. 16-06-37, adopted June 21, 2016, the Agency joined the Middlesex Regional Educational Service Commission ("MRESC") Cooperative purchasing system, #65MCESCCPS, a state-approved and accepted cooperative purchasing system authorized under *N.J.S.A. 40A:11-11(5)*; and

WHEREAS, the Agency received a quote from In-Line Heating & Air Conditioning ("In-Line") to maintain the HVAC systems on Agency-owned properties, attached hereto as Exhibit A (the "Proposal"); and

WHEREAS, having reviewed the Proposal, the Agency has determined that In-Line possesses the requisite expertise and skilled personnel required to perform the HVAC maintenance and that, in consideration of all factors, awarding a contract to In-Line in accordance with the Proposal will be cost-efficient and appropriate; and

WHEREAS, the Agency desires to authorize execution of a contract with In-Line for a term expiring on March 17, 2020, which term may be extended as permitted by the MRESC Cooperative and applicable law, for a contract amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00) in accordance with the rates for Hudson County set forth in the rate sheet attached hereto as Exhibit B; and

WHEREAS, notice of the intent to award the contract pursuant to the MRESC Cooperative shall be published in a newspaper of general circulation in accordance with applicable law,

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


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

Section 2. The Board of Commissioners hereby authorizes the award of a contract for HVAC maintenance services to In-Line, payable at the rates for Hudson County set forth in Exhibit B, for a not to exceed amount of One Hundred Fifty Thousand Dollars (\$150,000.00) and for a term to expire on March 17, 2020, which term may be extended as permitted by the MRESC Cooperative and applicable law.

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

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

Section 5. This Resolution shall take effect immediately.


Diana H. Jeffrey, Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of June 18, 2019.

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

EXHIBIT C
RATE SHEET

**MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION
NEW JERSEY STATE APPROVED COOPERATIVE PRICING SYSTEM #65MCESCCPS**

**HVAC – TIME AND MATERIAL BID #MRESC 15/16-58
BID TERM: 3/18/2016 – 3/17/18 (with extensions as permitted by law)**

Extended to 3/17/19; Extended to 3/17/20

Bid Date: February 25, 2016

9 Bid Package Requested

9 Bid Packages Received

That the Board of Directors approve the award of the HVAC Time and Material Bid #MRESC 15/16-58 to Hutchins HVAC, Inc., 12 Rothbard Road, Hazlet, NJ 07730; Envirocon, 490 Schooley's Mountain Road, Hackettstown, NJ 07840; Core Mechanical, Inc., 7905 Browning Road, Suite 110, Pennsauken, NJ 08109; and In-Line Air Conditioning Co, Inc., 85 East 21st Street, Bayonne, NJ 07002, as follows:

Check the New Jersey State:

Department of Labor and Workforce Development Website for current trade rates:

http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html

DPMC Classification - Electrician		Journeyman		Apprentice		Foreman	
County	Vendor	Year 1	Year 2	Year 1	Year 2	Year 1	Year 2
Atlantic	Hutchins HVAC Inc.	\$76.00	\$78.00	\$70.00	\$70.00	\$76.00	\$78.00
Bergen	In-Line Air Conditioning Co. Inc	\$73.24	\$73.24	\$59.35	\$59.35	\$73.24	\$73.24
Burlington	Hutchins HVAC Inc.	\$76.00	\$78.00	\$70.00	\$70.00	\$76.00	\$78.00
Camden	Core Mechanical, Inc.	\$78.42	\$81.60	\$60.00	\$60.00	\$83.00	\$84.66
Cape May	Core Mechanical, Inc.	\$78.42	\$81.60	\$60.00	\$60.00	\$83.00	\$84.66
Cumberland	Core Mechanical, Inc.	\$78.42	\$81.60	\$60.00	\$60.00	\$83.00	\$84.66
Essex	In-Line Air Conditioning Co. Inc	\$73.24	\$73.24	\$59.35	\$59.35	\$73.24	\$73.24
Gloucester	Core Mechanical, Inc.	\$78.42	\$81.60	\$60.00	\$60.00	\$83.00	\$84.66
Hudson	In-Line Air Conditioning Co. Inc	\$73.24	\$73.24	\$59.35	\$59.35	\$73.24	\$73.24
Hunterdon	Core Mechanical, Inc.	\$78.42	\$81.60	\$60.00	\$60.00	\$83.00	\$84.66
Mercer	In-Line Air Conditioning Co. Inc	\$73.24	\$73.24	\$59.35	\$59.35	\$73.24	\$73.24
Middlesex	In-Line Air Conditioning Co. Inc	\$73.24	\$73.24	\$59.35	\$59.35	\$73.24	\$73.24
Monmouth	In-Line Air Conditioning Co. Inc	\$73.24	\$73.24	\$59.35	\$59.35	\$73.24	\$73.24
Morris	In-Line Air Conditioning Co. Inc	\$73.24	\$73.24	\$59.35	\$59.35	\$73.24	\$73.24
Ocean	Hutchins HVAC Inc.	\$76.00	\$78.00	\$70.00	\$70.00	\$76.00	\$78.00
Passaic	In-Line Air Conditioning Co. Inc	\$73.24	\$73.24	\$59.35	\$59.35	\$73.24	\$73.24
Salem	Core Mechanical, Inc.	\$78.42	\$81.60	\$60.00	\$60.00	\$83.00	\$84.66
Somerset	In-Line Air Conditioning Co. Inc	\$73.24	\$73.24	\$59.35	\$59.35	\$73.24	\$73.24
Sussex	Envirocon	\$80.00	\$82.00	\$75.00	\$77.00	\$84.00	\$86.00
Union	In-Line Air Conditioning Co. Inc	\$73.24	\$73.24	\$59.35	\$59.35	\$73.24	\$73.24
Warren	Envirocon	\$80.00	\$82.00	\$75.00	\$77.00	\$84.00	\$86.00

Parts Bid – Expressed as a percentage markup over cost

Vendor	Year One	Year Two
Hutchins HVAC Inc.	18%	18%
In-Line Air Conditioning Co. Inc	14.5%	14.5%
Core Mechanical, Inc.	20%	20%
Envirocon	15%	15%

Performance Bond Option - \$ Cost per \$1,000 (\$/\$1K)

Vendor	Year One	Year Two
Hutchins HVAC Inc.	\$30.00	\$30.00
In-Line Air Conditioning Co. Inc	N/A	N/A
Core Mechanical, Inc.	\$35.00	\$35.00
Envirocon	1.5%	1.5%

Include contract number and MRESC Co-op number on all purchase orders.

EXHIBIT D

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

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 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.

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.

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, 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.

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 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 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 Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

EXHIBIT E

STATUTE PROHIBITING DISCRIMINATION IN EMPLOYMENT IN PUBLIC CONTRACTS

N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4

Antidiscrimination Provisions

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 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 redeveloper 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 September 21, 2021 by Resolution No. 21-09-06; and

WHEREAS, the Agency desires to extend Redeveloper’s designation as redeveloper of the Project Site until March 31, 2022, 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.

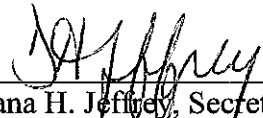
Section 2. The designation as redeveloper of the Project Site previously granted to Redeveloper is hereby extended until March 31, 2022, which date may be extended by the

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.

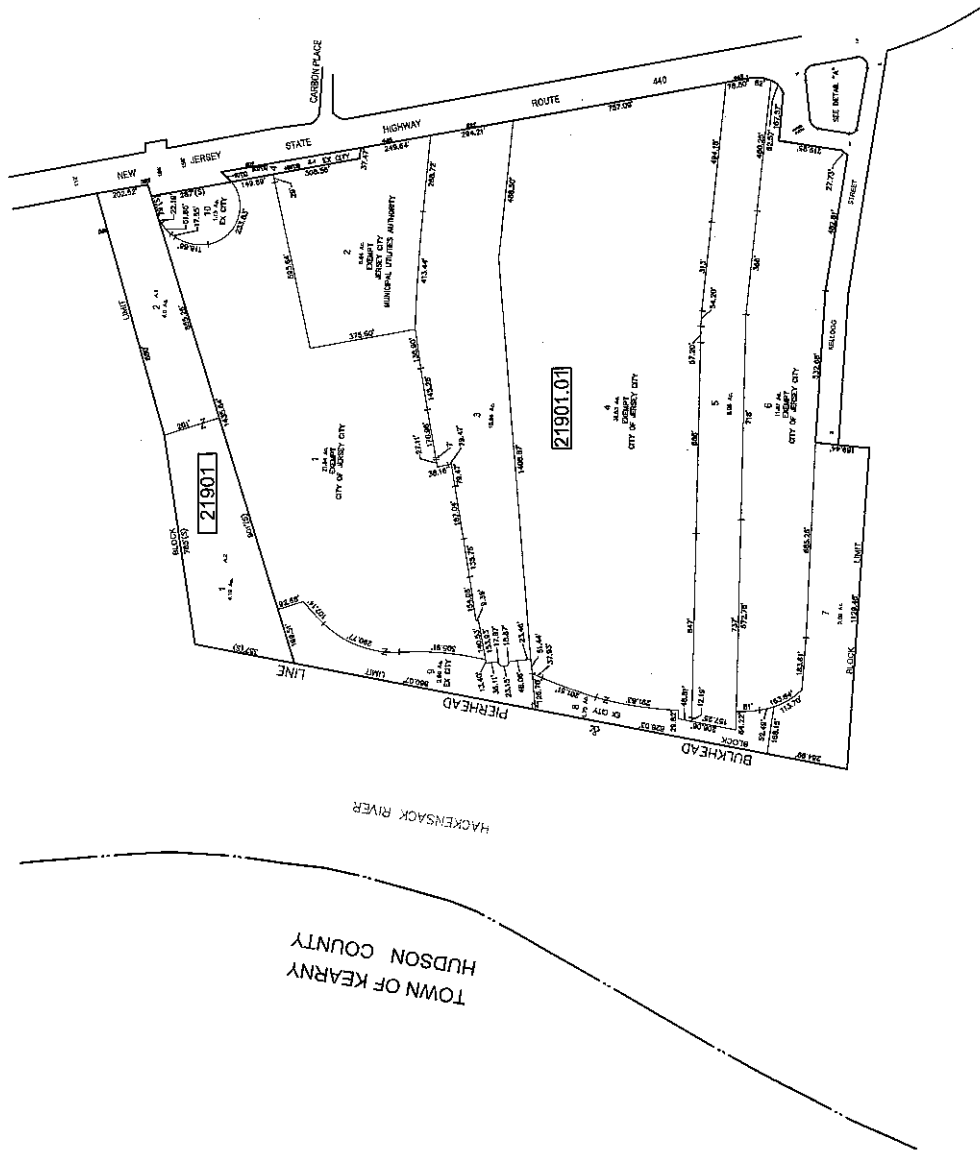
Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of January 18, 2022.


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	✓			

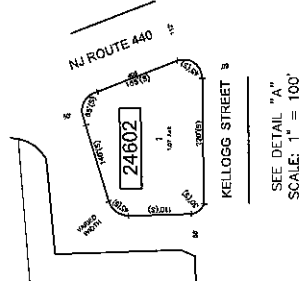
REVISIONS			
DATE	BY	REASON	LOT
07/20/11	CHARLES A. AMMONSON	1.0000	1.0000
07/20/11	ED. GAT	1.0000	1.0000
07/20/11	ED. GAT	1.0000	1.0000

SEE SHEET 160



SEE SHEET 220

SEE SHEET 219.01



THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED
DRAWING TECHNIQUES AND IS NOT TO SCALE.

TAX MAP

CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE 1" = 100'

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

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 569

SEE SHEET 261

ARH - COM/2402/7913300

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AMENDING CONTRACT 21-10-CJ5 WITH MATRIX NEW WORLD ENGINEERING, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, PC FOR SURVEYING AND RELATED SERVICES FOR PROPERTY LOCATED AT BLOCK 11401, LOT 13, COMMONLY KNOWN AS 174 NEWARK AVENUE, WITHIN THE BLOCK 11401 REHABILITATION 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 Agency owns certain property identified as Block 11401, Lot 13 on the official tax maps of the City, commonly known as 174 Newark Avenue (the “**Property**”), which is located within the area designated by the City as the Block 11401 Rehabilitation Area pursuant to the Redevelopment Law; and

WHEREAS, the Agency has determined to redevelop the property pursuant to its powers under the Redevelopment Law; and

WHEREAS, the Agency has determined a survey (the “**Surveying Services**”) is necessary in order to proceed with redevelopment of the Property; and

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

WHEREAS, by Resolution No. 21-10-09 adopted on October 19, 2021, the Agency awarded Contract No. 21-10-CJ5 to Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (“**Matrix**”) to provide the Surveying Services (the “**Contract**”); and

WHEREAS, in furtherance of the redevelopment of the Property, the Agency requires additional Surveying Services in order to subdivide the Property; and

WHEREAS, Matrix submitted a proposal to the Agency for the additional Surveying Services dated January 10, 2022 (the “**Proposal**”); and

WHEREAS, Matrix possesses the skills and expertise necessary to perform and complete the Surveying Services set forth in the Proposal; and

WHEREAS, the Agency desires to amend the Contract to increase the Contract amount and to authorize Matrix to perform the additional Surveying Services as outlined in the

Proposal, for a total amount not to exceed Two Thousand Seven Hundred Fifty Dollars (\$2,750.00), to be paid in accordance with the rates set forth in the Proposal; and

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

WHEREAS, the Agency certifies that funds are available for such costs,

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

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

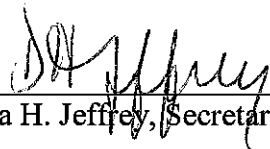
Section 2. The Board of Commissioners hereby authorizes an amendment to the Contract with Matrix to increase the Contract amount by Two Thousand Seven Hundred Fifty Dollars (\$2,750.00), for a total revised Contract amount not to exceed Seven Thousand Three Hundred and Fifty Dollars (\$7,350.00), payable in accordance with the rates set forth in the Proposal. Except as expressly authorized herein, all other terms and conditions of the original Contract shall remain unchanged and in full force and effect.

Section 3. The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute and deliver the amended professional services agreement authorized herein, together with such additions, deletions and/or modifications as deemed necessary and/or desirable in consultation with counsel.

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

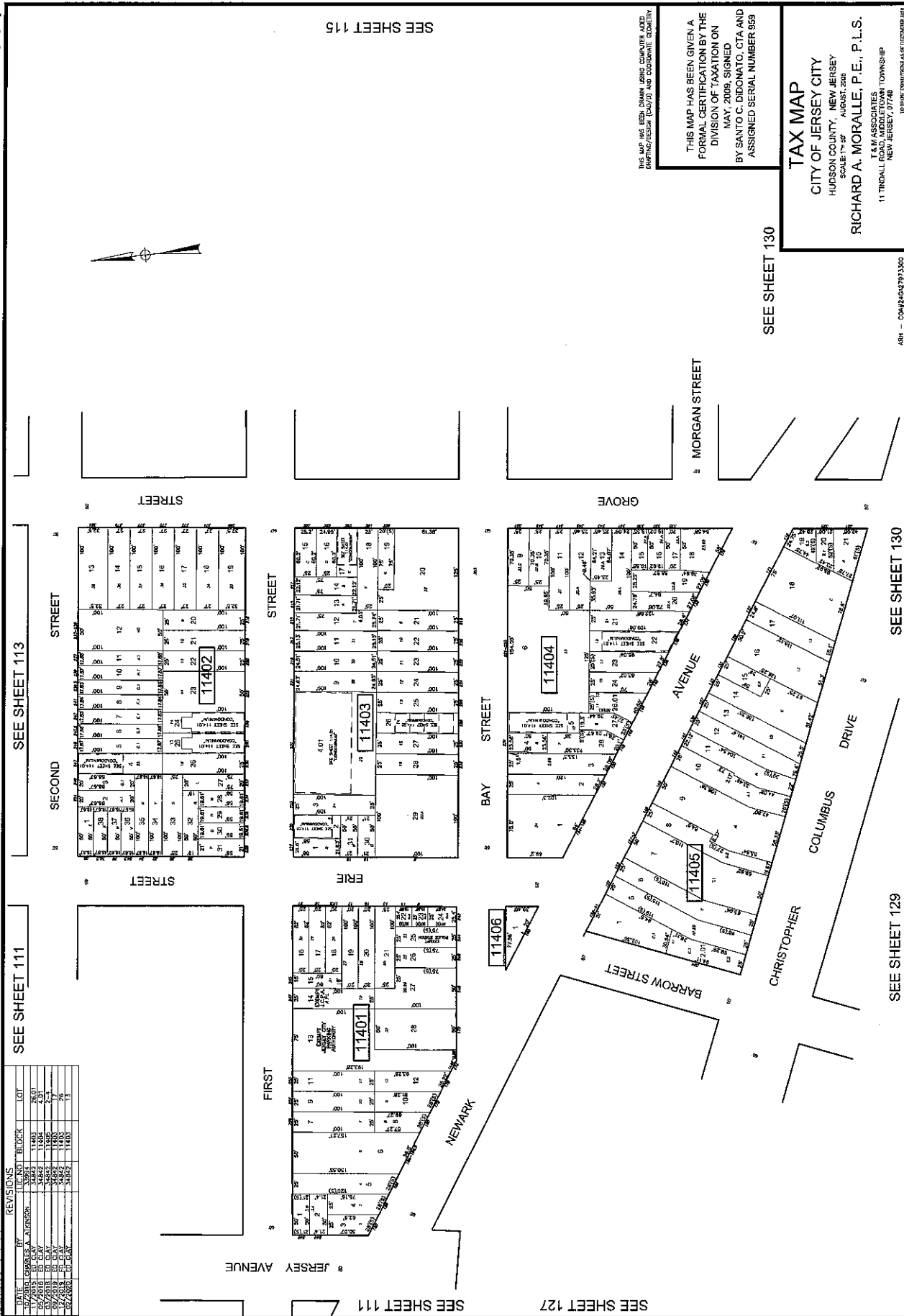
Section 5. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting on January 18, 2022.



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 30 JOURNAL SQUARE PARTNERS LLC AS REDEVELOPER OF PROPERTY IDENTIFIED AS BLOCK 10702, LOTS 4, 6, 7, 8, 9, 10, 11, 12, 13, 14 AND 15, COMMONLY KNOWN AS 30 JOURNAL SQUARE, 3-23 ENOS PLACE AND 122-130 NEWKIRK STREET, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”) was established by the City of Jersey City (the “**City**”) to implement redevelopment plans and carry 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 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 supplemented from time to time, the “**Redevelopment Plan**”), in order to effectuate the redevelopment of the Redevelopment Area; and

WHEREAS, certain property within the Redevelopment Area identified on the official tax maps of the City as Block 10702, Lots 4, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, commonly known as 30 Journal Square, 3-23 Enos Place, and 122-130 Newkirk Street (the “**Property**”), are located within the Redevelopment Area and are governed by the Redevelopment Plan; and

WHEREAS, by Resolution No. 19-08-14, the Agency conditionally designated 30 Journal Square Partners LLC (the “**Redeveloper**”) as redeveloper of the Property, which designation was subsequently extended, including most recently by Resolution No. 21-07-11 adopted on July 20, 2021; 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 Redeveloper

to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Property.

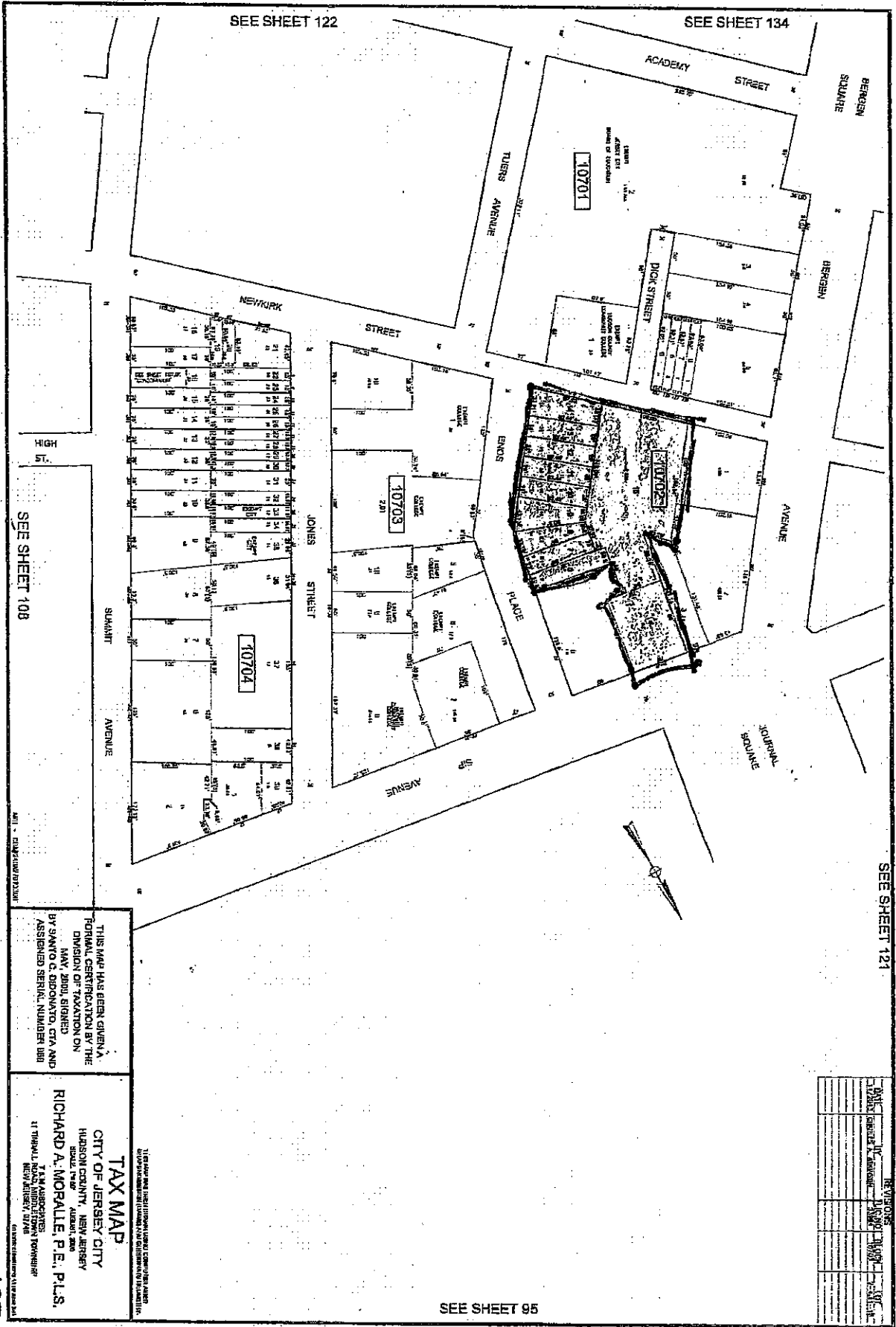
Section 3. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

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 held on January 18, 2022.


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	✓			



THIS MAP HAS BEEN GIVEN A
 FORMAL CERTIFICATION BY THE
 DIVISION OF TAXATION ON
 MAY, 2001, SIGNED
 BY SANTO C. DI DONATO, CTA AND
 ASSIGNED SERIAL NUMBER 180

TAX MAP
 CITY OF JERSEY CITY
 HUDSON COUNTY, NEW JERSEY
 11 THOMAS STREET, 7TH FLOOR
 JERSEY CITY, NJ 07310
 201-962-1234

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

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

WHEREAS, in accordance with the Redevelopment Law, the City designated that certain area known as the Journal Square 2060 Redevelopment Area (the “**Redevelopment Area**”) and adopted a redevelopment plan for the Redevelopment Area entitled the “Journal Square 2060 Redevelopment Plan” (as amended and supplemented from time to time, the “**Redevelopment Plan**”); and

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

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

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

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

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

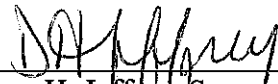
Section 2. The Board of Commissioners hereby designates Cottage 29 Owner LLC as redeveloper of the Property.

Section 3. The Chair, Vice-Chair, Executive Director and/or Secretary of the Agency are hereby authorized to execute the Redevelopment Agreement, in substantially the form on file with the Agency, together with such additions, deletions and/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.

Section 5. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting on January 18, 2022.


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 CONVEYANCE TO THE CITY OF JERSEY CITY OF PROPERTY IDENTIFIED AS BLOCK 19002, LOT 7, COMMONLY KNOWN AS 287 PINE STREET, WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the "**Agency**") was established by the City of Jersey City (the "**City**") 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 same may be amended and/or supplemented from time to time, the "**Redevelopment Law**"); and

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

WHEREAS, the City 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, pursuant to Resolution No. 21-04-14, the Agency previously acquired property within the Redevelopment Area identified on the City tax maps as Block 19002, Lot 7, commonly known as 287 Pine Street (the "**Property**"); and

WHEREAS, the Property is located between Block 19002, Lots 6 and 8, which parcels are part of Dr. Lena Francis Edwards Park, a City-owned public park; and

WHEREAS, pursuant to the Redevelopment Law and in furtherance of the goals of the Redevelopment Plan, the Agency desires to convey title to the Property to the City for the purpose of expanding and improving Dr. Lena Francis Edwards Park; and

WHEREAS, the Agency is authorized to convey the Property to the City pursuant to *N.J.S.A. 40A:12A-8(g)* and *N.J.S.A. 40A:12A-39(a)* of the Redevelopment Law; and

WHEREAS, the Agency recommends that the Property now be conveyed to the City for the nominal consideration of One Dollar (\$1.00),

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.

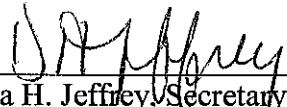
Section 2. The conveyance of the Property from the Jersey City Redevelopment Agency to the City of Jersey City for the nominal consideration of One Dollar (\$1.00) is hereby approved.

Section 3. The Chair, Vice Chair, Executive Director and/or Secretary of the Agency are hereby authorized to execute a deed to the Property, and any and all other documents necessary and/or desirable to facilitate the transactions contemplated hereby, in consultation with counsel to the Agency.

Section 4. The Chair, Vice Chair, Executive Director and/or Secretary of the Agency are hereby authorized to undertake all actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby and to effectuate this Resolution, in consultation with counsel to the Agency.

Section 5. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting held on January 18, 2022.


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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY CORRECTING RESOLUTION NO. 21-12-27 WHICH AUTHORIZED THE DESIGNATION OF POINT CAPITAL DEVELOPMENT, LLC AS REDEVELOPER OF CERTAIN PROPERTY IDENTIFIED AS BLOCK 17504, LOTS 20-25 (118-128 MONITOR STREET) WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

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

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

WHEREAS, Point Capital Development, LLC (the "**Redeveloper**") applied to the JCRA to be designated redeveloper of Block 17504, Lots 20-25 (118-128 Monitor Street) (the "**Property**"), within the Morris Canal Redevelopment Plan area and made a public presentation to the JCRA at its December 21, 2021 meeting whereby the Redeveloper proposed the development of an 8 story, 70-unit residential apartment building with associated amenities (the "**Project**"); and

WHEREAS, on December 21, 2021, the JCRA adopted Resolution No. 21-12-27 designating the Redeveloper the redeveloper of the Property for the purposes of completing the Project subject to entry of a redevelopment agreement within 120 days of December 21, 2021, to expire on April 20, 2022; however, the definition of "Property" in Resolution No. 21-12-27 inadvertently excluded reference to Block 17504, Lot 25; and

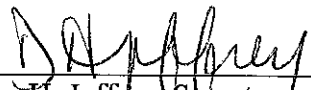
WHEREAS, the JCRA wishes to designate the Redeveloper the redeveloper of the Property, including Block 17504, Lot 25, for the purposes of completing the Project subject to entry of a redevelopment agreement within the previously specified period.

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

1. The above recitals are incorporated by reference as if fully set forth herein.
2. Resolution No. 21-12-27 is hereby amended to include Block 17504, Lot 25 as part of the definition of the "Property."
3. The Redeveloper is hereby designated as the redeveloper of the Property subject to entry of an acceptable redevelopment agreement with the JCRA within 120 days of the original designation date of December 21, 2021, to expire on April 20, 2022, which may be

4. If, by April 20, 2022, or such later date as established by the Executive Director in accordance with Section 2 hereof, the JCRA and the Redeveloper have not executed a mutually acceptable redevelopment agreement, the designation of the Redeveloper shall automatically expire without any need for any further action of the Board.
5. The Chair, Vice Chair, Secretary and/or Executive Director are hereby authorized and directed to take all actions and to execute any and all documents necessary to effectuate this resolution in consultation with counsel.
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 December 21, 2021.


Diana H. Jeffrey, Secretary

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
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
FIRST AMENDMENT TO CONTRACT NO. 21-12-RN6 WITH
HAMPTON HILL ARCHITECTURE FOR ARCHITECTURAL AND
ENGINEERING SERVICES IN CONNECTION WITH BLOCK
25802, LOTS 25 AND 26, COMMONLY KNOWN AS 405-407
OCEAN AVENUE, WITHIN THE OCEAN BAYVIEW
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 may be amended and/or supplemented from time to time, the “**Redevelopment Law**”); and

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

WHEREAS, the Agency owns certain property identified as Block 25802, Lots 25-26 on the official tax maps of the City, commonly known as 405-407 Ocean Avenue (collectively, the “**Property**”), located within the Redevelopment Area and governed by the Ocean Bayview Redevelopment Plan; and

WHEREAS, the Agency determined it has a need for architectural and engineering services for the Property (the “**Architectural Services**”); and

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

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

WHEREAS, on December 15, 2021, Hampton Hill Architecture (“**Hampton**”) submitted a proposal to the Agency to perform the Architectural Services (the “**Proposal**”) for a total amount not to exceed Twenty-Nine Thousand Dollars (\$29,000.00); and

WHEREAS, in accordance with *N.J.S.A. 19:44A-20.26*, a Political Contribution Disclosure form is required to be completed by contractors for all contracts in excess of Seventeen Thousand Five Hundred Dollars (\$17,500.00) that are not awarded pursuant to a “fair and open” process; and

WHEREAS, Hampton did not submit a Political Contribution Disclosure form with its Proposal; and

WHEREAS, by Resolution No. 21-12-29 adopted on December 21, 2021, the Board of Commissioners of the Agency authorized a professional services contract with Hampton, Contract No. 21-12-RN6 (the "**Contract**") to undertake the initial phases of Architectural Services for an amount not to exceed Seventeen Thousand Dollars (\$17,000.00), payable in accordance with the rates set forth in the Proposal; and

WHEREAS, on January 7, 2022, Hampton submitted a Political Contribution Disclosure form, which is on file with the Agency; and

WHEREAS, the Agency desires to amend the Contract to increase the Contract amount by Twelve Thousand Dollars (\$12,000.00), for a total revised Contract amount not to exceed Twenty-Nine Thousand Dollars (\$29,000.00), payable in accordance with the rates set forth in the Proposal; and

WHEREAS, the Agency certifies that funds are available for such costs,

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

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


Section 2. The Board of Commissioners hereby authorizes an amendment to the Contract with Hampton to increase the Contract amount by Twelve Thousand Dollars (\$12,000.00), for a total revised Contract amount not to exceed Twenty-Nine Thousand Dollars (\$29,000.00), payable in accordance with the rates set forth in the Proposal. Except as expressly authorized herein, all other terms and conditions of the original Contract shall remain unchanged and in full force and effect.

Section 3. The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute and deliver the amended professional services agreement authorized herein, together with such additions, deletions and/or modifications as deemed necessary and/or desirable in consultation with counsel.

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

Section 5. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting on January 18, 2022.

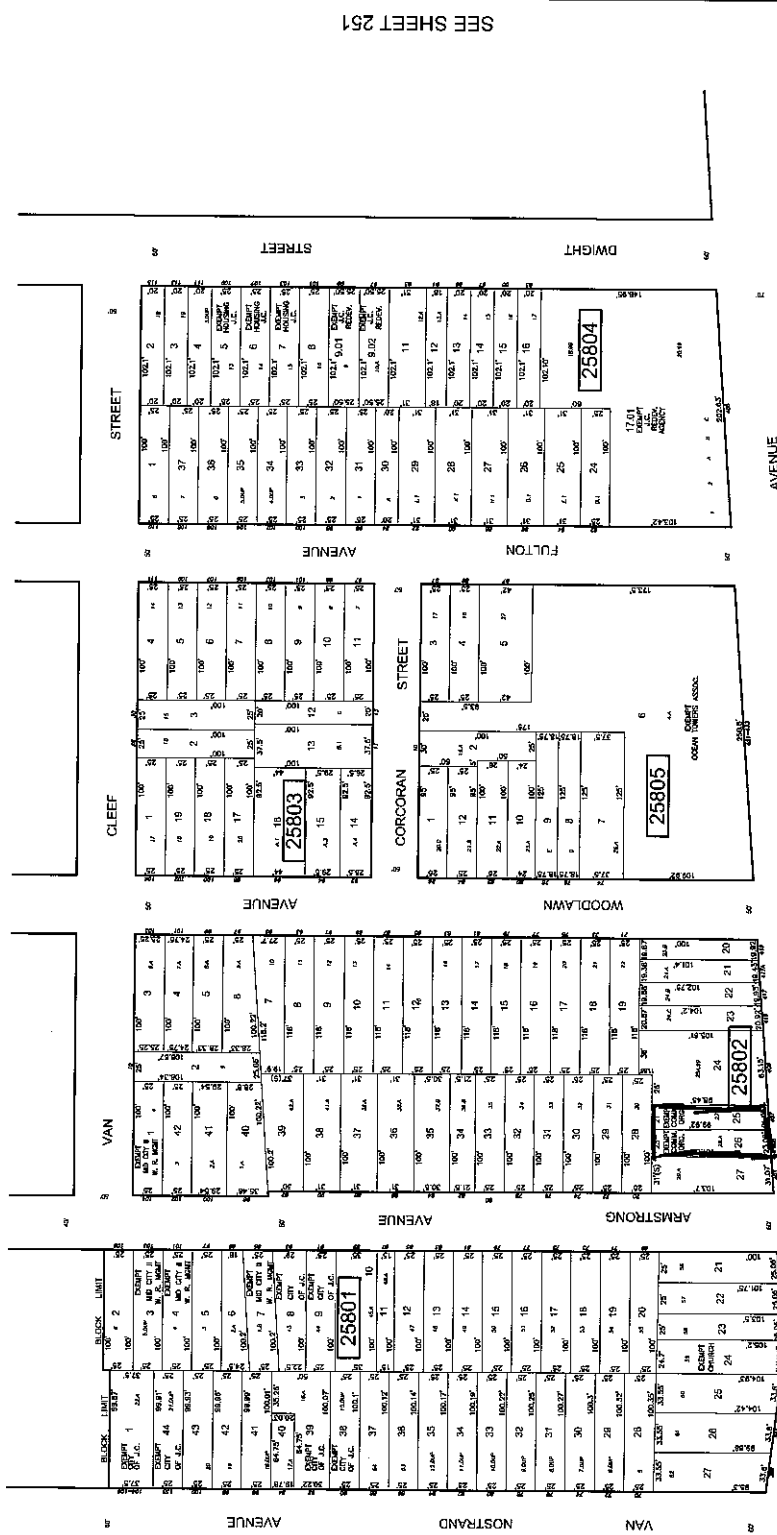

Diana H. Jeffrey, Secretary

<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	✓			



SEE SHEET 257

REVISIONS		
DATE	BY	DESCRIPTION
01/20/18	ER CAR	25801
01/20/18	ER CAR	25802
01/20/18	ER CAR	25803
01/20/18	ER CAR	25804
01/20/18	ER CAR	25805
01/20/18	ER CAR	25806
01/20/18	ER CAR	25807
01/20/18	ER CAR	25808
01/20/18	ER CAR	25809
01/20/18	ER CAR	25810



SEE SHEET 265

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED
DRAWING DESIGN (CADD) AND CONFORMANCE SOFTWARE.

TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1" = 40'
RICHARD A. MORALLE, P.E., P.L.S.
T & M ASSOCIATES
11 TINDALL ROAD, MIDDLETOWN TOWNSHIP
NEW JERSEY, 07748

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

SEE SHEET 259

SEE SHEET 252

APR - 0042462323300

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE SALE OF UNITS LOCATED AT 311 WASHINGTON STREET, IDENTIFIED AS BLOCK 11612, LOT 2, QUALIFIER C0201, KNOWN AS UNIT 2A, AND BLOCK 11612, LOT 2, QUALIFIER C0204, KNOWN AS UNIT 2D, IN ACCORDANCE WITH THE COOPERATION AGREEMENT WITH THE CITY OF JERSEY CITY, WITHIN THE POWERHOUSE ARTS DISTRICT 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, pursuant to the Redevelopment Law, the City has established an area in need of redevelopment known as the Powerhouse Arts District Redevelopment Area (the “**Redevelopment Area**”) and adopted a redevelopment plan for the Redevelopment Area entitled the “Powerhouse Arts District Redevelopment Plan” (as amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, pursuant to Ordinance 17-027 adopted by the City on March 22, 2017 (the “**City Ordinance**”), and Resolution No. 20-SP04-10 adopted the Agency on April 1, 2020, the City and the Agency approved the transfer and acceptance of title to certain property within the Redevelopment Area identified as Units 2A, 2B, 2C, 2D, and 2G, located at Block 11612, Lot 2 on the official tax maps of the City, commonly known as 311 Washington Street (the “**Units**”) from the City to the Agency and entered into a Cooperation Agreement (the “**Cooperation Agreement**”) to coordinate the sale of the Units to third parties; and

WHEREAS, pursuant to its powers under *N.J.S.A. 40A:12A-8(g)* of the Redevelopment Law and in accordance with the Cooperation Agreement and Redevelopment Plan, the Agency has determined to sell the Units; and

WHEREAS, the Agency has received an offer for Block 11612, Lot 2, Qualifier C0201, known as Unit 2A (“**Unit 2A**”) of Five Hundred Twenty-Five Thousand Dollars (\$525,000) from Amar Mody and Megha Moza (“**Unit 2A Buyers**”); and

WHEREAS, the Agency has received an offer for Block 11612, Lot 2, Qualifier C0204, known as Unit 2D (“**Unit 2D**”) of Five Hundred Thousand Dollars (\$500,000) from Rachit Girdhar (“**Unit 2D Buyer**”); and

WHEREAS, the Agency has determined such prices are reasonable and desires to sell Unit 2A and Unit 2D for the noted prices; and

WHEREAS, pursuant to the City Ordinance and the Cooperation Agreement, the net proceeds of the sales will be deposited into the City's Affordable Housing Trust Fund,

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 sale of Unit 2A to the Unit 2A Buyer for Five Hundred Twenty-Five Thousand Dollars (\$525,000), including customary real estate commission to be paid by Seller. The Chair, Vice Chair, Executive Director, and/or Secretary are hereby authorized to execute and deliver a sales contract and any other necessary documents and/or agreements between the Agency and the Unit 2A Buyer together with such additions, deletions and modifications as are necessary and desirable in consultation with counsel to the Agency to effectuate same, and to close on the sale of Unit 2A. Said authorization includes the delivery of the Deed and any normal and customary documents required, necessary and/or convenient to effectuate the transfer of the Unit.

Section 3. The Board of Commissioners hereby approves the sale of Unit 2D to the Unit 2D Buyer for Five Hundred Thousand Dollars (\$500,000), including customary real estate commission to be paid by Seller. The Chair, Vice Chair, Executive Director, and/or Secretary are hereby authorized to execute and deliver a sales contract and any other necessary documents and/or agreements between the Agency and the Unit 2D Buyer together with such additions, deletions and modifications as are necessary and desirable in consultation with counsel to the Agency to effectuate same, and to close on the sale of Unit 2D. Said authorization includes the delivery of the Deed and any normal and customary documents required, necessary and/or convenient to effectuate the transfer of the Unit.

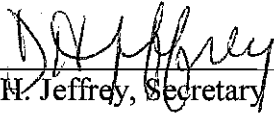
Section 4. The Chair, Vice Chair, Executive Director, Secretary and other necessary Agency Officials and professionals are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, all in consultation with, as applicable, counsel to the Agency, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

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

Section 6. 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 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 January 18, 2022.


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 THE REJECTION OF ALL PROPOSALS RECEIVED AND AUTHORIZING THE REISSUANCE OF A REQUEST FOR PROPOSALS FOR A CONTRACT TO PROVIDE SUPPORTIVE SERVICES AT AGENCY-OWNED PROPERTY IDENTIFIED AS BLOCK 16901, LOT 17, COMMONLY KNOWN AS 51 CRESCENT AVENUE, WITHIN THE SCATTER SITE 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, pursuant to the Redevelopment Law, the City adopted a redevelopment plan known as the Scatter Site 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 Scatter Site Redevelopment Area (the “**Redevelopment Area**”); and

WHEREAS, the Agency owns that certain property within the Redevelopment Area identified as Block 16901, Lot 17 on the official tax maps of the City, commonly known as 51 Crescent Avenue (the “**Property**”); and

WHEREAS, on June 15, 2021, the Board of Commissioners of the Agency adopted Resolution No. 21-06-16 authorizing the use of the competitive contracting provisions of the Local Public Contracts Law, *N.J.S.A. 40A:11-4.1 et seq.* (“**LPCL**”) to seek proposals for property management and social services at the Development; and

WHEREAS, the Agency issued a Request for Proposals for Property Management and Social Services in a Residential Housing Development Located at 51 Crescent Avenue (the “**RFP**”) pursuant to the competitive contracting process set forth in 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**”) and Sarah’s Daughters Domestic Violence Awareness Foundation (“**Sarah’s Daughters**”) each submitted proposals for the Services (each, a “**Proposal**” and collectively, the “**Proposals**”); and

WHEREAS, the Proposals were reviewed by the Agency, and it was determined that the Proposals did not as written meet the project needs and thus were not in the Agency’s interest; and

WHEREAS, the competitive contracting provisions of the LPCL do not provide for negotiation of a proposal once submitted; and

WHEREAS, the Agency desires to reject the Proposals and to substantially revise and re-issue the RFP for social services only at the Property, as authorized under and in accordance with the competitive contracting provisions of the LPCL, specifically to remove the property management requirement and clarify the social service work is not a full time position,

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

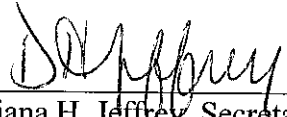
Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The Board of Commissioners hereby authorizes the rejection of the Proposals.

Section 3. The Agency is hereby authorized to re-issue the RFP for social services at the Development in accordance with the competitive contracting provisions of the LPCL.

Section 4. This resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of January 18, 2022.


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 CONSENTING TO THE ASSIGNMENT OF THE REDEVELOPMENT AGREEMENT FROM D2KL ASSOCIATES LLC TO WE BUILD THIS LLC AND TRANSFER THE PROJECT LOCATED AT 332 WHITON STREET, JERSEY CITY AND IDENTIFIED ON THE TAX MAP AS BLOCK 19005, LOT 30 LOCATED WITHIN THE SCATTER SITE REDEVELOPMENT AREA

WHEREAS, the property located at 332 Whiton Street, Jersey City, New Jersey and identified on the Jersey City tax map as Block 19005, Lot 30 (the "Property") was placed on the Jersey City abandoned property list in accordance with the requirements of the New Jersey Urban Redevelopment Act, N.J.S.A. 55:19-20 et seq. (the "NJURA"), and the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et. seq. (the "APRA") and is located within the City's Scatter Site Redevelopment Area and is governed by the Scatter Sites Redevelopment Plan; and

WHEREAS, on December 20, 2017, the Jersey City Redevelopment Agency (the "Agency") entered into a Redevelopment Agreement (the "Redevelopment Agreement") with D2KL Associates LLC ("D2KL") requiring D2KL to redevelop the Property with a redevelopment project within specified deadlines; and

WHEREAS, the Redevelopment Agreement provides, among other things, that D2KL cannot assign its rights in the Redevelopment Agreement or transfer the Property to another entity except with the express prior written consent of the Agency which shall be granted or denied in the Agency's sole and absolute discretion; and

WHEREAS, D2KL has filed an request with the Agency seeking the Agency's consent to the transfer of the Property to another developer, We Build This LLC, and

WHEREAS, We Build This LLC has filed a developer questionnaire with the Agency and has demonstrated that it has the experience and capacity to acquire and to redevelop the Property; and

WHEREAS, We Build This LLC has further agreed that as a condition of the Agency's consent to this assignment, We Build This LLC will enter into an amended and restated redevelopment agreement with the Agency establishing deadlines for the redevelopment of the Property and addressing such other issues as the Agency deems appropriate; and

WHEREAS, the Agency wishes to adopt this resolution in order to indicate its consent to the assignment of the Property and of the Redevelopment Agreement from D2KL to We Build This LLC.

WHEREAS, D2KL is proposing to convey the Property to We Build This, LLC for a sale price which includes not only D2KL's land acquisition costs, but other purported costs and expenses arising from its ownership and proposed development of the Property while placing certain conditions and reservations upon its provision of such consent; and

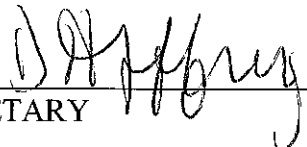
NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Jersey City Redevelopment Agency hereby consents to D2KL'S transfer of the Property to We Build This LLC pursuant to the Assignment and Assumption Agreement between D2KL and We Build This LLC subject to the following conditions: (i) prior to D2KL's conveyance of the Property to We Build This LLC, D2KL shall pay the Agency any outstanding professional cost escrow or administrative fees as directed by the Agency, and (ii) within sixty (60) days of the date of this resolution, We Build This LLC will enter into an amended and restated redevelopment agreement with the Agency establishing deadlines for the redevelopment of the Property and addressing such other issues as the Agency deems appropriate; and

BE IT FURTHER RESOLVED that the JCRA's consent to D2KL'S conveyance of the Property to We Build This LLC shall not be deemed to indicate that the Agency has approved the sale price which D2KL is seeking from We Build This LLC for the Property, and the Agency expressly reserves its right to contest the validity of this sale price and to seek to claw back some or all of this sale price from D2KL as the Agency deems appropriate; and

BE IT FURTHER RESOLVED that certified copies of this resolution will be served on (i) D2KL Associates LLC, c/o Paul Kaufman, Esq., 61 Paramus Rd Suite 250, Paramus, NJ 07652, and (ii) We Build This LLC, 347 Clinton Street, Hempstead, New York 11550.

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

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of January 18, 2022.


 SECRETARY

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY ESTABLISHING
THE ANNUAL MEETING SCHEDULE AND DESIGNATING
OFFICIAL NEWSPAPERS**

BE IT RESOLVED by the Jersey City Redevelopment Agency (the "**Agency**"), that the following matters are hereby determined in accordance with the provisions of the Open Public Meetings Act, *N.J.S.A. 10:4-6 et seq.*:

Section 1. The regular meetings of the Agency shall be held virtually via Zoom, until otherwise decided by the Board of Commissioners of the Agency, on the third Tuesday of each month at 6:00 p.m., unless otherwise noted. The meeting dates for the 2022 calendar year and the beginning of 2023 are as follows:

February 15, 2022

March 15, 2022

April 19, 2022

May 17, 2022

June 21, 2022

July 19, 2022

August 16, 2022

September 20, 2022

October 18, 2022

November 8, 2022

*December 20, 2022 (Meeting begins at 5:00 p.m.)

January 17, 2023

Section 2. The Agency hereby designates the following newspapers as newspapers in which its official notices may appear: The Hudson Reporter, The Jersey Journal, and The Star Ledger.

Section 3. A certified copy of this Resolution shall be posted within seven (7) days after the date of adoption in the offices of the Agency, located at 4 Jackson Square, Jersey City, New Jersey, and the offices of the City of Jersey City, located at 280 Grove Street, Jersey City, New Jersey, and mailed by the Secretary to the newspapers identified in Section 2, and filed with the Clerk of the City of Jersey City.

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

Section 5. This Resolution shall take effect immediately.

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

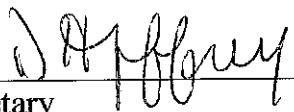

Diana H. Jeffrey, Secretary

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE PERSONNEL LIST AS OF JANUARY 18, 2021

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Personnel List as of January 18, 2022

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Personnel List as of January 18, 2022 be approved as presented.



 Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners adopted at their Meeting dated January 18, 2022

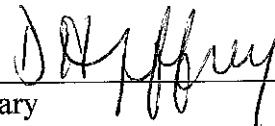
<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci	✓			
Victor Negron, Jr.	✓			
Erma D. Greene				✓
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF
COMMISSIONERS OF THE JERSEY CITY
REDEVELOPMENT AGENCY APPROVING THE
ACCOUNTS/INVOICES PAYABLE LIST AS OF
JANUARY 18, 2021**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of January 18, 2022

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Accounts/Invoices Payable List as of January 18, 2022 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 January 18, 2022

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

Jersey City Redevelopment Agency Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
ADVANCED SCAFFOLD SERVICES LLC								
ADVANCED SCAFFOLD SERVICES LLC	1/18/2022	12/9/2021	41	Scaffold Services at 84 Sip Avenue- Decembe	\$1,200.00	\$0.00		\$1,200.00
				Totals for ADVANCED SCAFFOLD SERVICES LLC: 1 invoice(s) listed.	\$1,200.00	\$0.00		\$1,200.00
AFLAC								
AFLAC	1/18/2022	1/1/2021	January 2022	Employee Deductions per Payroll	\$898.32	\$0.00		\$898.32
				Totals for AFLAC: 1 invoice(s) listed.	\$898.32	\$0.00		\$898.32
ARCHER & GREINER, P.C.								
ARCHER & GREINER, P.C.	1/18/2022	12/3/2021	4236915	Legal Services - LMD #13 Urban Renewal to 1	\$10,920.00	\$0.00		\$10,920.00
ARCHER & GREINER, P.C.	1/18/2022	12/3/2021	4236929	Legal Services - PICA Bates SubDeveloper	\$942.50	\$0.00		\$942.50
ARCHER & GREINER, P.C.	1/18/2022	12/3/2021	4236921	Legal Services - Bates Street Redevelopment	\$3,900.00	\$0.00		\$3,900.00
ARCHER & GREINER, P.C.	1/18/2022	12/3/2021	4236925	Legal Services - 342 Johnston Avenue	\$292.50	\$0.00		\$292.50
ARCHER & GREINER, P.C.	1/18/2022	12/3/2021	4236932	Legal Services -385-387 Communipaw Ave.	\$1,040.00	\$0.00		\$1,040.00
ARCHER & GREINER, P.C.	1/18/2022	12/3/2021	4236928	Legal Services - 336-340 MLK Redevelopmen	\$315.00	\$0.00		\$315.00
ARCHER & GREINER, P.C.	1/18/2022	12/3/2021	4237030	Legal Services - 374 Communipaw Ave	\$1,950.00	\$0.00		\$1,950.00
				Totals for ARCHER & GREINER, P.C.: 7 invoice(s) listed.	\$19,360.00	\$0.00		\$19,360.00
BEACON								
BEACON	1/18/2022	1/3/2022	06-01-22	Blight Study - Area in Need of Redevelopmen	\$470.00	\$0.00		\$470.00
				Totals for BEACON: 1 invoice(s) listed.	\$470.00	\$0.00		\$470.00
CASH								
CASH	1/18/2022	1/4/2022	Cash	Replenishment of Petty Cash	\$409.39	\$0.00		\$409.39
				Totals for CASH: 1 invoice(s) listed.	\$409.39	\$0.00		\$409.39
CHRISTOPHER FIORE								
CHRISTOPHER FIORE	1/18/2022	11/27/2021	INV120088436	Expense Reimbursement - Zoom	\$91.63	\$0.00		\$91.63
CHRISTOPHER FIORE	1/18/2022	12/27/2021	INV115057940	Expense Reimbursement - Zoom	\$91.63	\$0.00		\$91.63
				Totals for CHRISTOPHER FIORE: 2 invoice(s) listed.	\$183.26	\$0.00		\$183.26
COMCAST								
COMCAST	1/18/2022	12/16/2021	8499 05 354 3248876	Internet Service at 665 Ocean Avenue	\$210.91	\$0.00		\$210.91
COMCAST	1/18/2022	11/26/2021	8499 05 354 4361702	39 Kearney Avenue - Business Internet and C	\$1,076.63	\$0.00		\$1,076.63

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
COMCAST	1/18/2022	11/5/2021	8499 05 354 3697536	25 Journal Sq - Business Internet	\$69.62	\$0.00		\$69.62
				Totals for COMCAST: 3 invoice(s) listed.	\$1,357.16	\$0.00		\$1,357.16
CRYSTAL POINT CONDOMINIUM ASSOC.								
CRYSTAL POINT CONDOMINIUM A	1/18/2022	12/15/2021	January 2022	Monthly Maintenance Fee	\$161.84	\$0.00		\$161.84
				Totals for CRYSTAL POINT CONDOMINIUM ASSOC.: 1 invoice(s) listed.	\$161.84	\$0.00		\$161.84
DELTA STORAGE								
DELTA STORAGE	1/18/2022	12/21/2021	January 2022	Storage Unit - Size: 10x30, Unit #: 1001	\$881.00	\$0.00		\$881.00
DELTA STORAGE	1/18/2022	12/9/2021	January 2022	Storage Unit - Size: 10x29, Unit #: 1172	\$869.00	\$0.00		\$869.00
				Totals for DELTA STORAGE: 2 invoice(s) listed.	\$1,750.00	\$0.00		\$1,750.00
DIANA JEFFREY								
DIANA JEFFREY	1/18/2022	1/4/2022	January 2022	Expense Reimbursement - COVID Test	\$47.98	\$0.00		\$47.98
				Totals for DIANA JEFFREY: 1 invoice(s) listed.	\$47.98	\$0.00		\$47.98
DRESDNER ROBIN ENVIRON MGMT								
DRESDNER ROBIN ENVIRON MGM	1/18/2022	10/17/2021	18308	Professional Environmental Services- Berry L	\$672.50	\$0.00		\$672.50
				Totals for DRESDNER ROBIN ENVIRON MGMT: 1 invoice(s) listed.	\$672.50	\$0.00		\$672.50
ELIZABETH VASQUEZ								
ELIZABETH VASQUEZ	1/18/2022	12/27/2021	December 2021	On/Go at-Home COVID-19 Test Kits (2)	\$52.22	\$0.00		\$52.22
ELIZABETH VASQUEZ	1/18/2022	1/12/2022	January 2022	Dental Reimbursement - Self	\$2,000.00	\$0.00		\$2,000.00
ELIZABETH VASQUEZ	1/18/2022	1/12/2022	January 2022	Invoice(s) - Yearly Subscription	\$278.43	\$0.00		\$278.43
				Totals for ELIZABETH VASQUEZ: 3 invoice(s) listed.	\$2,330.65	\$0.00		\$2,330.65
ENGENUITY INFRASTRUCTURE, LLC								
ENGENUITY INFRASTRUCTURE, L	1/18/2022	10/8/2021	JCRA-00090;Inv #1	Boundary Survey - 185 Dwight Street	\$3,735.00	\$0.00		\$3,735.00
				Totals for ENGENUITY INFRASTRUCTURE, LLC: 1 invoice(s) listed.	\$3,735.00	\$0.00		\$3,735.00
EVENING JOURNAL ASSOCIATION								
EVENING JOURNAL ASSOCIATION	1/18/2022	11/30/2021	November 2021	Miscellaneous Legal Advertising	\$505.45	\$0.00		\$505.45

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
				Totals for EVENING JOURNAL ASSOCIATION: 1 invoice(s) listed.	\$505.45	\$0.00		\$505.45
FEDERAL EXPRESS								
FEDERAL EXPRESS	1/18/2022	12/20/2021	7-602-05267	Overnight Deliveries	\$214.24	\$0.00		\$214.24
				Totals for FEDERAL EXPRESS: 1 invoice(s) listed.	\$214.24	\$0.00		\$214.24
FUSION CREATIVE								
FUSION CREATIVE	1/18/2022	12/1/2021	3127	Quarterly Billing Cycle 1/1/2022 - 3/31/2022 /	\$1,250.42	\$0.00		\$1,250.42
FUSION CREATIVE	1/18/2022	1/10/2022	3133	Annual Web Hosting (Jan 2022 - Dec 2023)	\$400.00	\$0.00		\$400.00
				Totals for FUSION CREATIVE: 2 invoice(s) listed.	\$1,650.42	\$0.00		\$1,650.42
GET'EM PEST CONTROL								
GET'EM PEST CONTROL	1/18/2022	11/17/2021	000651	Pest Control at 665 Ocean Avenue	\$600.00	\$0.00		\$600.00
				Totals for GET'EM PEST CONTROL: 1 invoice(s) listed.	\$600.00	\$0.00		\$600.00
GLUCK WALRATH LLP								
GLUCK WALRATH LLP	1/18/2022	12/16/2021	62107	Legal Services - PSEG Remediation	\$412.50	\$0.00		\$412.50
GLUCK WALRATH LLP	1/18/2022	12/29/2021	62158	Legal Services - APRA	\$75.00	\$0.00		\$75.00
GLUCK WALRATH LLP	1/18/2022	12/29/2021	62159	Legal Services- 9 Myrtle Avenue MDW	\$689.32	\$0.00		\$689.32
GLUCK WALRATH LLP	1/18/2022	12/29/2021	62160	Legal Services - 454 Palisade Avenue	\$1,770.90	\$0.00		\$1,770.90
GLUCK WALRATH LLP	1/18/2022	12/29/2021	62161	Legal Services - 199 Stegman	\$4,125.00	\$0.00		\$4,125.00
GLUCK WALRATH LLP	1/18/2022	12/29/2021	62162	Legal Services - 185 Dwight Street	\$35.00	\$0.00		\$35.00
				Totals for GLUCK WALRATH LLP: 6 invoice(s) listed.	\$7,107.72	\$0.00		\$7,107.72
IN-LINE AIR CONDITIONING CO.,								
IN-LINE AIR CONDITIONING CO.,	1/18/2022	12/14/2021	56323	HVAC Maintenance - 180 9th Street	\$449.92	\$0.00		\$449.92
IN-LINE AIR CONDITIONING CO.,	1/18/2022	12/14/2021	56498	HVAC Maintenance - 180 9th Street	\$479.17	\$0.00		\$479.17
				Totals for IN-LINE AIR CONDITIONING CO.,: 2 invoice(s) listed.	\$929.09	\$0.00		\$929.09
JC MUNICIPAL UTILITIES AUTHORITY								
JC MUNICIPAL UTILITIES AUTHORITY	1/18/2022	12/9/2021	30309320562951	Water & Sewer - 25 Journal Sq 303093205625	\$265.40	\$0.00		\$265.40
				Totals for JC MUNICIPAL UTILITIES AUTHORITY: 1 invoice(s) listed.	\$265.40	\$0.00		\$265.40

Jersey City Redevelopment Agency Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
JERSEY CITY DEPT. OF PUBLIC WORKS								
JERSEY CITY DEPT. OF PUBLIC WORKS	1/18/2022	1/4/2022	2022-3	Redevelopment Gas Usage - October - Deceml	\$142.08	\$0.00		\$142.08
				<i>Totals for JERSEY CITY DEPT. OF PUBLIC WORKS:</i>	<i>\$142.08</i>	<i>\$0.00</i>		<i>\$142.08</i>
				<i>1 invoice(s) listed.</i>				
JOHNSTON COMMUNICATIONS								
JOHNSTON COMMUNICATIONS	1/18/2022	12/28/2021	06302143	Install New & Existing Cable & Printer	\$54.00	\$0.00		\$54.00
				<i>Totals for JOHNSTON COMMUNICATIONS:</i>	<i>\$54.00</i>	<i>\$0.00</i>		<i>\$54.00</i>
				<i>1 invoice(s) listed.</i>				
KINNEY LISOVICZ REILLY & WOLFF PC								
KINNEY LISOVICZ REILLY & WOLF	1/18/2022	12/4/2021	23330	Legal Services - Employment Issues	\$52.50	\$0.00		\$52.50
KINNEY LISOVICZ REILLY & WOLF	1/18/2022	12/4/2021	23331	Legal Services - JCRA v Crazy Greek	\$3,815.00	\$0.00		\$3,815.00
KINNEY LISOVICZ REILLY & WOLF	1/18/2022	12/4/2021	23332	Legal Services - JCRA v Urban League	\$2,080.00	\$0.00		\$2,080.00
KINNEY LISOVICZ REILLY & WOLF	1/18/2022	12/4/2021	23333	Legal Services - Insurance Issues	\$280.00	\$0.00		\$280.00
KINNEY LISOVICZ REILLY & WOLF	1/18/2022	12/4/2021	23334	Legal Services - 665 Ocean - Kevin Baskin	\$542.50	\$0.00		\$542.50
KINNEY LISOVICZ REILLY & WOLF	1/18/2022	12/4/2021	23335	Legal Services - 287 Pine Street	\$385.00	\$0.00		\$385.00
KINNEY LISOVICZ REILLY & WOLF	1/18/2022	12/4/2021	23336	Legal Services - B.L.E.S.C. Housing Group	\$455.00	\$0.00		\$455.00
KINNEY LISOVICZ REILLY & WOLF	1/18/2022	12/4/2021	23337	Legal Services - 418 MLK/Miguel Velez	\$1,505.00	\$0.00		\$1,505.00
				<i>Totals for KINNEY LISOVICZ REILLY & WOLFF PC:</i>	<i>\$9,115.00</i>	<i>\$0.00</i>		<i>\$9,115.00</i>
				<i>8 invoice(s) listed.</i>				
MCMANIMON, SCOTLAND & BAUMANN, LLC								
MCMANIMON, SCOTLAND & BAU	1/18/2022	1/5/2022	186761	REVISED: Legal Services - One Journal Squ	\$35.00	\$0.00		\$35.00
MCMANIMON, SCOTLAND & BAU	1/18/2022	1/5/2022	186762	REVISED: Legal Services - General Counsel	\$6,385.00	\$0.00		\$6,385.00
MCMANIMON, SCOTLAND & BAU	1/18/2022	1/5/2022	186763	REVISED: Legal Services - 311 Washington C	\$17.50	\$0.00		\$17.50
MCMANIMON, SCOTLAND & BAU	1/18/2022	1/5/2022	186764	REVISED: Legal Services - Terzetto Redeve	\$124.00	\$0.00		\$124.00
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187051	Legal Services - Loew's Theater	\$18,959.60	\$0.00		\$18,959.60
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187052	Legal Services - 125 Monitor Street	\$11,132.77	\$0.00		\$11,132.77
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187053	Legal Services - Argent Venture/Johnston Vie	\$1,267.50	\$0.00		\$1,267.50
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187054	Legal Services - 25 Pathside	\$6,220.90	\$0.00		\$6,220.90
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187055	Legal Services - Argent/Aetna Monmouth	\$1,995.00	\$0.00		\$1,995.00
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187056	Legal Services - 8 Aetna matter	\$2,552.81	\$0.00		\$2,552.81
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187058	Legal Services - Tonnelle Avenue	\$3,208.73	\$0.00		\$3,208.73
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187059	Legal Services- Namdar - Homstead	\$1,365.00	\$0.00		\$1,365.00
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187060	Legal Services - Hampshire	\$1,105.00	\$0.00		\$1,105.00
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187061	Legal Services - Laurel/Saddlewood	\$8,605.83	\$0.00		\$8,605.83
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187062	Legal Services - 701 Newark Avenue	\$1,435.00	\$0.00		\$1,435.00
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187063	Legal Services - 400 7th Street	\$1,202.50	\$0.00		\$1,202.50
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187064	Legal Services - 387 8th Street	\$1,040.00	\$0.00		\$1,040.00
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187066	Legal Services - Liberty Harbor North II	\$1,072.50	\$0.00		\$1,072.50
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187067	Legal Services - 25 Clinton Ave	\$1,657.50	\$0.00		\$1,657.50
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187068	Legal Services - General Counsel	\$5,347.50	\$0.00		\$5,347.50

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
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187071	Legal Services - 8 Erie St Litigation	\$2,544.10	\$0.00		\$2,544.10
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187072	Legal Services - Village Townhouse Estates, I	\$1,067.50	\$0.00		\$1,067.50
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187073	Legal Services - 374 Communipaw Ave	\$1,930.00	\$0.00		\$1,930.00
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187074	Legal Services - Cole Street Special Assessment	\$2,391.73	\$0.00		\$2,391.73
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187075	Legal Services - HCCC Properties	\$5,410.87	\$0.00		\$5,410.87
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187076	Legal Services - 417 Communipaw	\$5,687.50	\$0.00		\$5,687.50
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187078	Legal Services - 51 Crescent Avenue	\$1,562.50	\$0.00		\$1,562.50
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187080	Legal Services - Commercial Street/ICMUA II	\$2,818.00	\$0.00		\$2,818.00
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187081	Legal Services - Bayfront - Penrose/Omni	\$10,441.00	\$0.00		\$10,441.00
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187083	Legal Services- 220-238 Monticello Avenue	\$2,925.00	\$0.00		\$2,925.00
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187084	Legal Services - Cottage 29 Owner LLC	\$1,015.00	\$0.00		\$1,015.00
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187085	Legal Services - 287 Pine Street	\$1,417.50	\$0.00		\$1,417.50
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187086	Legal Services - Central Avenue RFP	\$1,120.00	\$0.00		\$1,120.00
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187087	Legal Services - Sethi Communipaw Properti	\$3,510.00	\$0.00		\$3,510.00
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187088	Legal Services - Wonder Bagel Lease	\$1,505.00	\$0.00		\$1,505.00
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187089	Legal Services - Greenville Yards	\$1,379.75	\$0.00		\$1,379.75
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187090	Legal Services - 174 Newark Ave.	\$1,415.33	\$0.00		\$1,415.33
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187065	Legal Services - 975 Garfield Avenue RYMS I	\$1,202.50	\$0.00		\$1,202.50
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187079	Legal Services - One Grove	\$1,657.50	\$0.00		\$1,657.50
Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC: 39 invoice(s) listed.					\$125,730.42	\$0.00		\$125,730.42
METLIFE								
METLIFE	1/18/2022	1/1/2022	January 2022	Employer I.D. #03639 - Deferred Salary Per P	\$300.00	\$0.00		\$300.00
METLIFE	1/18/2022	1/1/2022	January 2022	Employer I.D. #03639 - Deferred Salary Per P	\$300.00	\$0.00		\$300.00
Totals for METLIFE: 2 invoice(s) listed.					\$600.00	\$0.00		\$600.00
ML, INC.								
ML, INC.	1/18/2022	10/27/2021	14	Berry Lane Park/Phave VI- Pavillion & Site I	\$61,336.39	\$0.00		\$61,336.39
Totals for ML, INC.: 1 invoice(s) listed.					\$61,336.39	\$0.00		\$61,336.39
NEWSPAPER MEDIA GROUP LLC								
NEWSPAPER MEDIA GROUP LLC	1/18/2022	1/6/2022	300631180	Advertising - 2022 Meetings	\$475.00	\$0.00		\$475.00
Totals for NEWSPAPER MEDIA GROUP LLC: 1 invoice(s) listed.					\$475.00	\$0.00		\$475.00
NW FINANCIAL GROUP, LLC								
NW FINANCIAL GROUP, LLC	1/18/2022	11/30/2021	28619	Financial Advisory - Loews Project	\$1,265.00	\$0.00		\$1,265.00

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
PAWS & TALES DOGGY PLAYGROUP, LLC								
PAWS & TALES DOGGY PLAYGROU	1/18/2022	1/13/2022	PYMT	License Termination Fee	\$12,000.00	\$0.00		\$12,000.00
Totals for PAWS & TALES DOGGY PLAYGROUP, LLC: 1 invoice(s) listed.					\$12,000.00	\$0.00		\$12,000.00
Peter Waldor & Associates								
Peter Waldor & Associates	1/18/2022	11/30/2021	28760	Property Insurance - 51 Crescent Avenue	\$4,587.75	\$0.00		\$4,587.75
Peter Waldor & Associates	1/18/2022	11/30/2021	28761	Property Insurance - 39 Kearney Avenue/4 Ja	\$832.90	\$0.00		\$832.90
Totals for Peter Waldor & Associates: 2 invoice(s) listed.					\$5,420.65	\$0.00		\$5,420.65
PUBLIC SERVICE ELECTRIC & GAS								
PUBLIC SERVICE ELECTRIC & GAS	1/18/2022	12/20/2021	72-729-965-01	Gas & Electric - 665 Ocean Avenue - HSE	\$103.97	\$0.00		\$103.97
PUBLIC SERVICE ELECTRIC & GAS	1/18/2022	12/20/2021	72-729-979-07	Gas & Electric - 665 Ocean Avenue - Office A	\$53.08	\$0.00		\$53.08
PUBLIC SERVICE ELECTRIC & GAS	1/18/2022	12/20/2021	72-729-980-08	Gas & Electric - 665 Ocean Avenue - Office B	\$481.01	\$0.00		\$481.01
PUBLIC SERVICE ELECTRIC & GAS	1/18/2022	12/20/2021	72-729-971-09	Gas & Electric - 665 Ocean Avenue - Apt. 2A	\$115.49	\$0.00		\$115.49
PUBLIC SERVICE ELECTRIC & GAS	1/18/2022	12/20/2021	72-729-972-06	Gas & Electric - 665 Ocean Avenue - Apt. 2B	\$74.72	\$0.00		\$74.72
PUBLIC SERVICE ELECTRIC & GAS	1/18/2022	12/20/2021	72-729-973-03	Gas & Electric - 665 Ocean Avenue - Apt. 2C	\$49.88	\$0.00		\$49.88
PUBLIC SERVICE ELECTRIC & GAS	1/18/2022	12/20/2021	72-729-974-00	Gas & Electric - 665 Ocean Avenue - Apt. 2D	\$52.89	\$0.00		\$52.89
PUBLIC SERVICE ELECTRIC & GAS	1/18/2022	12/20/2021	72-729-975-08	Gas & Electric - 665 Ocean Avenue - Apt. 3A	\$62.33	\$0.00		\$62.33
PUBLIC SERVICE ELECTRIC & GAS	1/18/2022	12/20/2021	72-729-976-05	Gas & Electric - 665 Ocean Avenue - Apt. 3B	\$51.03	\$0.00		\$51.03
PUBLIC SERVICE ELECTRIC & GAS	1/18/2022	12/20/2021	72-729-977-02	Gas & Electric - 665 Ocean Avenue - Apt. 3C	\$43.02	\$0.00		\$43.02
PUBLIC SERVICE ELECTRIC & GAS	1/18/2022	12/20/2021	72-729-978-18	Gas & Electric - 665 Ocean Avenue - Apt. 3D	\$44.18	\$0.00		\$44.18
PUBLIC SERVICE ELECTRIC & GAS	1/18/2022	12/14/2021	42-497-031-18	Gas & Electric - 25 Journal Square	\$3,164.71	\$0.00		\$3,164.71
PUBLIC SERVICE ELECTRIC & GAS	1/18/2022	12/21/2021	75-481-965-04	Gas & Electric - 51 Crescent Avenue - Fl 1	\$6.26	\$0.00		\$6.26
PUBLIC SERVICE ELECTRIC & GAS	1/18/2022	12/21/2021	75-491-378-03	Gas & Electric - 51 Crescent Avenue - Fl 2	\$5.11	\$0.00		\$5.11
PUBLIC SERVICE ELECTRIC & GAS	1/18/2022	12/20/2021	72-357-631-08	Gas & Electric - 292 MLK Dr - Floor 1	\$31.88	\$0.00		\$31.88
PUBLIC SERVICE ELECTRIC & GAS	1/18/2022	12/20/2021	72-357-632-05	Gas & Electric - 292 MLK Dr - Floor 2	\$32.45	\$0.00		\$32.45
PUBLIC SERVICE ELECTRIC & GAS	1/18/2022	12/20/2021	72-357-633-02	Gas & Electric - 292 MLK Dr - HSE	\$19.25	\$0.00		\$19.25
PUBLIC SERVICE ELECTRIC & GAS	1/18/2022	12/21/2021	75-202-754-18	Gas & Electric - 1 Berry Ln Flid HSE 2	\$282.46	\$0.00		\$282.46
PUBLIC SERVICE ELECTRIC & GAS	1/18/2022	12/17/2021	70-455-651-00	Gas & Electric - 405 Ocean Ave - HSE	\$9.75	\$0.00		\$9.75
Totals for PUBLIC SERVICE ELECTRIC & GAS: 19 invoice(s) listed.					\$4,683.47	\$0.00		\$4,683.47
Silagy Contracting, LLC.								
Silagy Contracting, LLC.	1/18/2022	12/13/2021	9577	Labor, Equipment & Removal Large rubber t	\$9,850.00	\$0.00		\$9,850.00
Silagy Contracting, LLC.	1/18/2022	12/30/2021	10016-1	Lawn Maintenance & Trash Removal- 185 Dw	\$170.00	\$0.00		\$170.00
Silagy Contracting, LLC.	1/18/2022	12/30/2021	10016-2	Lawn Maintenance & Trash Removal- 204 St	\$270.00	\$0.00		\$270.00
Silagy Contracting, LLC.	1/18/2022	12/30/2021	10016-3	Lawn Maintenance & Trash Removal- 284 MI	\$320.00	\$0.00		\$320.00

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.	1/18/2022	12/30/2021	10016-4	Lawn Maintenance & Trash Removal- 292 MI	\$360.00	\$0.00		\$360.00
Silagy Contracting, LLC.	1/18/2022	12/30/2021	10016-6	Lawn Maintenance & Trash Removal- 326-3	\$480.00	\$0.00		\$480.00
Silagy Contracting, LLC.	1/18/2022	12/30/2021	10016-7	Lawn Maintenance & Trash Removal- 408-4	\$340.00	\$0.00		\$340.00
Silagy Contracting, LLC.	1/18/2022	12/30/2021	10016-8	Lawn Maintenance & Trash Removal- 199 Wc	\$190.00	\$0.00		\$190.00
Silagy Contracting, LLC.	1/18/2022	12/30/2021	10016-10	Lawn Maintenance & Trash Removal- 665 Oc	\$240.00	\$0.00		\$240.00
Silagy Contracting, LLC.	1/18/2022	12/30/2021	10016-11	Lawn Maintenance & Trash Removal - 51 Cr	\$180.00	\$0.00		\$180.00
Silagy Contracting, LLC.	1/18/2022	12/30/2021	10016-12	Lawn Maintenance & Trash Removal - Manil	\$350.00	\$0.00		\$350.00
Silagy Contracting, LLC.	1/18/2022	12/30/2021	10016-13	Lawn Maintenance & Trash Removal - 550 J	\$760.00	\$0.00		\$760.00
Silagy Contracting, LLC.	1/18/2022	12/30/2021	10016-14	Lawn Maintenance & Trash Removal - 84 Sip	\$200.00	\$0.00		\$200.00
Silagy Contracting, LLC.	1/18/2022	12/30/2021	10016-16	Lawn Maintenance & Trash Removal - 174-1	\$650.00	\$0.00		\$650.00
Silagy Contracting, LLC.	1/18/2022	12/30/2021	10016-21	Lawn Maintenance & Trash Removal - 574 Co	\$400.00	\$0.00		\$400.00
Silagy Contracting, LLC.	1/18/2022	12/30/2021	10016-22	Lawn Maintenance & Trash Removal - 558 C	\$280.00	\$0.00		\$280.00
Silagy Contracting, LLC.	1/18/2022	12/30/2021	10016-23	Lawn Maintenance & Trash Removal - 612-6	\$490.00	\$0.00		\$490.00
Silagy Contracting, LLC.	1/18/2022	12/30/2021	10016-5	Lawn Maintenance & Trash Removal- 314 MI	\$320.00	\$0.00		\$320.00
Silagy Contracting, LLC.	1/18/2022	12/30/2021	10016-9	Lawn Maintenance & Trash Removal- 405-4	\$170.00	\$0.00		\$170.00
Silagy Contracting, LLC.	1/18/2022	12/30/2021	10016-15	Lawn Maintenance & Trash Removal - 80 Ba	\$360.00	\$0.00		\$360.00
Silagy Contracting, LLC.	1/18/2022	12/30/2021	10016-17	Lawn Maintenance & Trash Removal - 34-36	\$170.00	\$0.00		\$170.00
Silagy Contracting, LLC.	1/18/2022	12/30/2021	10016-18	Lawn Maintenance & Trash Removal - 336-3	\$480.00	\$0.00		\$480.00
Silagy Contracting, LLC.	1/18/2022	12/30/2021	10016-19	Lawn Maintenance & Trash Removal - 1054 C	\$200.00	\$0.00		\$200.00
Silagy Contracting, LLC.	1/18/2022	12/30/2021	10016-20	Lawn Maintenance & Trash Removal - John	\$760.00	\$0.00		\$760.00
Totals for Silagy Contracting, LLC.:					\$17,990.00	\$0.00		\$17,990.00
24 Invoice(s) listed.								
STAPLES CREDIT PLAN								
STAPLES CREDIT PLAN	1/18/2022	11/11/2021	9895830891	Office Supplies	\$275.40	\$0.00		\$275.40
Totals for STAPLES CREDIT PLAN:					\$275.40	\$0.00		\$275.40
1 Invoice(s) listed.								
Sylvia Henry								
Sylvia Henry	1/18/2022	12/22/2021	December 2021	Reimbursement - Holiday Lunch for Staff	\$474.50	\$0.00		\$474.50
Sylvia Henry	1/18/2022	11/24/2021	November 2021	Reimbursement - Coffee Machine	\$358.73	\$0.00		\$358.73
Totals for Sylvia Henry:					\$833.23	\$0.00		\$833.23
2 Invoice(s) listed.								
T&M ASSOCIATES								
T&M ASSOCIATES	1/18/2022	3/10/2021	LAF402472	Engineering Services- Morris Greenway Coun	\$2,016.25	\$0.00		\$2,016.25
T&M ASSOCIATES	1/18/2022	4/19/2021	LAF404411	Engineering Services- Morris Greenway Coun	\$3,562.50	\$0.00		\$3,562.50
T&M ASSOCIATES	1/18/2022	6/10/2021	LAF407190	Engineering Services- Morris Greenway Coun	\$1,494.50	\$0.00		\$1,494.50
T&M ASSOCIATES	1/18/2022	7/9/2021	LAF408525	Engineering Services- Morris Greenway Coun	\$543.82	\$0.00		\$543.82
T&M ASSOCIATES	1/18/2022	12/9/2021	LAF416104	Engineering Services- Morris Greenway Coun	\$319.50	\$0.00		\$319.50
Totals for T&M ASSOCIATES:					\$7,936.57	\$0.00		\$7,936.57
5 Invoice(s) listed.								

Jersey City Redevelopment Agency Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
TOSHIBA FINANCIAL SERVICES								
TOSHIBA FINANCIAL SERVICES	1/18/2022	1/1/2022	January 2022	Payment for Copier Lease - January	\$1,256.35	\$0.00		\$1,256.35
				Totals for TOSHIBA FINANCIAL SERVICES: 1 invoice(s) listed.	\$1,256.35	\$0.00		\$1,256.35
UNITED WAY OF HUDSON COUNTY								
UNITED WAY OF HUDSON COUNT	1/18/2022	1/1/2022	December 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	1/18/2022	12/23/2021	9895830891	Agency Cell Phone Bill - Acct #942015697-00	\$184.97	\$0.00		\$184.97
				Totals for VERIZON: 1 invoice(s) listed.	\$184.97	\$0.00		\$184.97
Wielkotz & Company, LLC.								
Wielkotz & Company, LLC.	1/18/2022	12/2/2021	22-00085-01942	CFO Services Rendered Add'l Hours	\$2,400.00	\$0.00		\$2,400.00
Wielkotz & Company, LLC.	1/18/2022	12/2/2021	22-00085-01940	CFO Services Rendered - December 2021	\$7,500.00	\$0.00		\$7,500.00
				Totals for Wielkotz & Company, LLC.: 2 invoice(s) listed.	\$9,900.00	\$0.00		\$9,900.00
WORKZONE, LLC								
WORKZONE, LLC	1/18/2022	1/9/2022	52582	License and Hosting Fee - 1/24/22 - 4/23/22	\$900.00	\$0.00		\$900.00
				Totals for WORKZONE, LLC: 1 invoice(s) listed.	\$900.00	\$0.00		\$900.00
XEROX CORPORATION								
XEROX CORPORATION	1/18/2022	1/1/2022	December 2021	Meter Usage / Printer	\$191.27	\$0.00		\$191.27
				Totals for XEROX CORPORATION: 1 invoice(s) listed.	\$191.27	\$0.00		\$191.27
GRAND TOTALS:					\$308,929.89	\$0.00		\$308,929.89

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: Next week (1/16/2022 to 1/22/2022)
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	1/18/2022	10/28/2021	0291813	Engineering Services - Bayfront Redevelopment	\$47,702.75	\$0.00		\$47,702.75
CME ASSOCIATES	1/18/2022	12/17/2021	0294723	Engineering Services - Bayfront Redevelopment	\$33,692.01	\$0.00		\$33,692.01
CME ASSOCIATES	1/18/2022	12/29/2021	0295887	Engineering Services - Bayfront Redevelopment	\$29,674.50	\$0.00		\$29,674.50
				Totals for CME ASSOCIATES:	\$111,069.26	\$0.00		\$111,069.26
JOSEPH M. SANZARI, INC.								
JOSEPH M. SANZARI, INC.	1/18/2022	12/27/2021	Application No. 7	Construction- Bayfront Redevelopment- Phas	\$218,278.79	\$0.00		\$218,278.79
				Totals for JOSEPH M. SANZARI, INC.:	\$218,278.79	\$0.00		\$218,278.79
MATRIX NEW WORLD ENGINEERING PC								
MATRIX NEW WORLD ENGINEERI	1/18/2022	1/3/2022	34139	Bulkhead Consulting Svcs - Bayfront	\$562.50	\$0.00		\$562.50
				Totals for MATRIX NEW WORLD ENGINEERING PC:	\$562.50	\$0.00		\$562.50
MCMANIMON, SCOTLAND & BAUMANN, LLC								
MCMANIMON, SCOTLAND & BAU	1/18/2022	12/21/2021	187057	Legal Services - Bayfront/Honeywell	\$14,543.40	\$0.00		\$14,543.40
				Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:	\$14,543.40	\$0.00		\$14,543.40
NW FINANCIAL GROUP, LLC								
NW FINANCIAL GROUP, LLC	1/18/2022	11/30/2021	28618	Financial Advisory - Bayfront Redevelopment	\$3,622.50	\$0.00		\$3,622.50
NW FINANCIAL GROUP, LLC	1/18/2022	10/31/2021	28529	Financial Advisory - Bayfront Redevelopment	\$1,495.00	\$0.00		\$1,495.00
				Totals for NW FINANCIAL GROUP, LLC:	\$5,117.50	\$0.00		\$5,117.50
Perkins Eastman Architects DPC								
Perkins Eastman Architects DPC	1/18/2022	12/9/2021	77961.00.0-7	Architectural Services - Bayfront Redevelopment	\$13,812.50	\$0.00		\$13,812.50
				Totals for Perkins Eastman Architects DPC:	\$13,812.50	\$0.00		\$13,812.50
POTOMAC-HUDSON ENVIRONMENTAL I								
POTOMAC-HUDSON ENVIRONMEN	1/18/2022	12/9/2021	21.627.21	Environmental Services - Bayfront	\$6,970.00	\$0.00		\$6,970.00
				Totals for POTOMAC-HUDSON ENVIRONMENTAL I:	\$6,970.00	\$0.00		\$6,970.00
Wielkotz & Company, LLC.								
Wielkotz & Company, LLC.	1/18/2022	12/2/2021	22-00085-01943	CFO Services Rendered Bayfront Nov. 2021	\$1,800.00	\$0.00		\$1,800.00
				Totals for Wielkotz & Company, LLC.:	\$1,800.00	\$0.00		\$1,800.00
GRAND TOTALS:					\$372,153.95	\$0.00		\$372,153.95

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: Next week (1/16/2022 to 1/22/2022)
Include all Post Statutes
Include all Invoices
Include all Vendors
Include these Banks: Investors - Bayfront
Include all Invoice Attributes
Include all Vendor Attributes

Jersey City Redevelopment Agency Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
CITY OF JERSEY CITY	1/4/2022	1/4/2022	January 2022	Sale of Block 21510, Lot 2, 824 Garfield Avenue	\$5,000,000.00	\$0.00		\$5,000,000.00
CITY OF JERSEY CITY				Totals for CITY OF JERSEY CITY: 1 invoice(s) listed.	\$5,000,000.00	\$0.00		\$5,000,000.00
TREASURER - STATE OF NEW JERSEY								
TREASURER - STATE OF NEW JER	1/4/2022	1/4/2022	January 2022	Acquisition of 125 Monitor Street	\$2,860,000.00	\$0.00		\$2,860,000.00
				Totals for TREASURER - STATE OF NEW JERSEY: 1 invoice(s) listed.	\$2,860,000.00	\$0.00		\$2,860,000.00
GRAND TOTALS:					\$7,860,000.00	\$0.00		\$7,860,000.00

Jersey City Redevelopment Agency Cash Requirements Report

Report name: Invoice Due Today
Show invoices open as of today
Do not include invoices scheduled to be generated
Calculate discounts as of today
Include all invoice dates
Include all post dates
Include these due dates: Today (1/4/2022)
Include all Post Statuses
Include all Invoices
Include all Vendors
Include these Banks: Provident Checking
Include all Invoice Attributes
Include all Vendor Attributes