

Reso no.

22-02 - A

Regular Meeting
February 15, 2022

AGENDA

PRESENTATION

The Caven Point Redevelopment Area – Port Liberte Apartments LLC, to make a presentation to the Board for the construction of a five (5) story residential rental building containing approximately 401 market rate units with a 7 story parking garage containing 602 parking spaces at property located on Block 27503 Lots 16 and 17, in accordance with the permitted uses within The Caven Point Redevelopment Plan.

Regular Meeting
February 15, 2022

AGENDA

PRESENTATION

Journal Square 2060 Redevelopment Area – 701 Newark Ave, LLC to make a presentation to the Board for the development of property located at 693-701 Newark Ave (Block 7902, Lots 25, 26, 27, 28 and 29) in the Journal Square 2060 Redevelopment Area. Board authorization is requested to authorize the designation and execution of a funding agreement related to the redevelopment of property. The redeveloper proposes to develop, finance and construct on the agency property a pedestrian streetscape, approximately 45 parking spaces either on site or within ¼ mile of the agency property, up to 5 retail locations, 2 floors of office and event space, and approximately 336 residential units with a mix of studios, one-bedroom, two-bedroom and three-bedroom unit types.

Victoria Bonners

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

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 February 15, 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 MINUTES OF EXECUTIVE
SESSIONS OF THE REMOTE PUBLIC MEETINGS OF
JANUARY 18, 2022**

WHEREAS, the Board of Commissioners approved going into closed session at their meetings of January 18, 2022; 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 February 15, 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	✓			

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING CHANGE ORDER #2 TO CONTRACT NO. 20-12-MPN8 WITH JOSEPH M. SANZARI, INC. FOR THE PHASE 1A SURCHARGE PROGRAM 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 “**Redevelopment Law**”), the City of Jersey City (the “**City**”) adopted a redevelopment plan known as the Bayfront I Redevelopment Plan (the “**Redevelopment Plan**”) to effectuate and regulate the redevelopment of the Bayfront I Redevelopment Area (“**Bayfront**” or the “**Redevelopment Area**”); and

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

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

WHEREAS, in connection with the Phase I Public Infrastructure, it was necessary to procure a construction firm to conduct certain site preparation work known as “surcharge”, and in accordance with the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the “**LPCL**”) on December 9, 2020 the Agency issued a solicitation for bids (the “**Bid Solicitation**”) for the Bayfront I Redevelopment – Phase 1A Surcharge Program (the “**Surcharge Project**”); and

WHEREAS, in response to the Bid Solicitation, on February 25, 2021, the Agency conducted a live virtual bid opening and received sixteen (16) bids from interested construction firms; and

WHEREAS, the Agency previously retained CME Associates (“**CME**”) to assist in the preparation and review of the Bid Solicitation and provide Construction Management for the Surcharge Project, and having reviewed all of the bids received by the Agency in connection with the Surcharge Project, CME determined that the bid proposal from Joseph M. Sanzari, Inc. of Hackensack, New Jersey (“**Sanzari**”) for an amount not to exceed Four Million Four Hundred Fifty-Eight Thousand Ninety and 00/100 Dollars (\$4,458,090.00) was the lowest responsible bid; and

WHEREAS, by Resolution No. 21-03-06, the Agency awarded Contract No. 20-12-MPN8 “Bayfront 1 Redevelopment – Phase 1A, Surcharge Program” to Sanzari (the “**Contract**”) to perform the Surcharge Project, as the lowest responsible bidder; and

WHEREAS, per the Bid Solicitation, the time for completion of the Surcharge Project was up to Three Hundred Forty-Five (345) days from the issuance of the Notice to Proceed; and

WHEREAS, by Resolution 21-11-05, the Agency authorized Change Order #1 to the Contract, which increased the Contract amount by \$181,440.00 and extended the Contract time by ninety (90) days, for a new total Contract amount not to exceed \$4,639,530.00 and a new total time for completion of up to Four Hundred and Thirty-Five (435) Days; and

WHEREAS, the Agency wishes to authorize Change Order #2 to revise the Contract quantities (i) to allow the addition of extra and supplemental work to effect economies, improve service, and resolve minor problems; and (ii) to reduce certain Contract quantities, all as further set forth in Attachment A; and

WHEREAS, the sum of all change orders does not exceed twenty percent (20%) of the Initial Contract Amount.

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. Change Order #2 revising the Contract quantities as set forth in Attachment A is hereby approved.

Section 3. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute and deliver Change Order #2, together with any and all other documents necessary to effectuate this Resolution, in consultation with counsel.

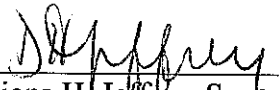
Section 4. The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are each hereby authorized to execute Change Order #2, and any and all other documents necessary to effectuate this resolution, together with such additions, deletions and/or modifications as deemed necessary or desirable in consultation with counsel.

Section 5. This Resolution shall take effect immediately.

ATTACHMENT A

CHANGE ORDER NO. 2 DATED JANUARY 26, 2022

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 15, 2022.


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	✓			



January 27, 2022

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

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

SENT VIA EMAIL [DJeffrey@jcnj.org] AND ORIGINAL HAND DELIVERED

Jersey City Redevelopment Agency ("JCRA")
4 Jackson Square (39 Kearny Avenue)
Jersey City, NJ 07305

Attn: Diana H. Jeffrey
Executive Director

**RE: Bayfront 1 Redevelopment – Phase 1A,
Surcharge Program
Jersey City, New Jersey
JCRA Contract No.: 20-12-MPN8
Our File No.: PJC00503.01**

Dear Ms. Jeffrey:

Enclosed for your use to prepare the authorizing Resolution, please find one (1) original partially executed copy of JCRA Change Order No. 2, dated January 26, 2022, and supporting documentation for the above referenced project. Original fully executed copies re-signed by the Contractor (Joseph M. Sanzari, Inc.) and the Consulting Engineer's Office (CME Associates) will be provided after a copy of the Resolution authorizing the approval of the Change Order is received by our office.

As indicated on the enclosed Change Order, the nature and reason for change is to revise the contract quantities to allow the addition of extra and supplemental work. The work would appear to qualify as a minor modification to effect economies, improve service and resolve minor problems. It does not appear to materially expand upon the size, nature, or scope of the project as it was originally described in the bid specification nor could the extra work reasonably be effectuated by a separate bid contract without imposing adverse cost consequences.


Pursuant to the above, some of the contract quantities have been amended to reflect those materials actually ordered and include increases and reductions in same based upon site conditions.

Please note that this Change Order results in a total net increase or decrease of \$0.00 from the Adjusted Contract Amount Based on JCRA Change Order No. 1. The Adjusted Contract Amount Based on JCRA Change Order No. 2 is \$4,639,530.00.

Accordingly, we recommend approval of JCRA Change Order No. 2.

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

Very truly yours,
CME Associates


Robert J. Russo, PE, PP, CME
Principal

RJR/RER

Enclosure(s)

cc: Christopher Fiore, Assistant Executive Director, JCRA, SENT VIA EMAIL [FioreC@jcnj.org]
Victoria Bonners, JCRA, SENT VIA EMAIL [VBonners@jcnj.org]
Glenn Stock, Stock Development Group, Inc., SENT VIA EMAIL [GStock@stockdevgroup.com]
Matthew B. Wielkotz, SENT VIA EMAIL [MBW@w-cpa.com]
Timothy E. Murray, Sr., Project Manager, Joseph M. Sanzari, Inc., SENT VIA EMAIL [TMurray@jmsanzari.com]

CONSULTING AND MUNICIPAL ENGINEERS

3141 BORDENTOWN AVENUE • PARLIN, NEW JERSEY 08859-1162 • (732) 727-8000

CME ASSOCIATES
3141 BORDENTOWN AVENUE
PARLIN, NJ 08859

Date: January 26, 2022
Our File No.: PJC00503.01

JCRA CHANGE ORDER NO. 2

PROJECT NAME: BAYFRONT 1 REDEVELOPMENT - PHASE 1A, SURCHARGE PROGRAM

OWNER: JERSEY CITY REDEVELOPMENT AGENCY

CONTRACTOR: JOSEPH M. SANZARI, INC., 100 WEST FRANKLIN STREET, HACKENSACK, NJ 07601

You are hereby advised of the following changes in contract quantities or in the case of supplemental work, you agree to its performance by your firm at the prices stated herein.

LOCATION OF CHANGE

Bayfront 1 Redevelopment - Phase 1A, Surcharge Program

NATURE AND REASON FOR CHANGE

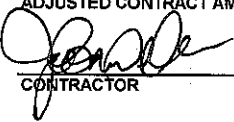
To revise the contract quantities to allow the addition of extra and supplemental work.

The work would appear to qualify as a minor modification to effect economies, improve service and resolve minor problems. It does not appear to materially expand upon the size, nature, or scope of the project as it was originally described in the bid specification nor could the extra work reasonably be effectuated by a separate bid contract without imposing adverse cost consequences.

ITEM	DESCRIPTION	ORIGINAL QUANTITY U/M	UNIT PRICE	AMENDED QUANTITY	AMENDED EXTENSION	INCREASE/DECREASE
1	PERFORMANCE BOND AND PAYMENT BOND	1.00 DOLL	\$36,000.00	1.00	\$36,000.00	\$0.00
2	BAR CHART PROGRESS SCHEDULE AND UPDATES	1.00 LS	\$2,250.00	1.00	\$2,250.00	\$0.00
3	MOBILIZATION IN ACCORDANCE WITH N.J.A.C. 7:14-2.9	1.00 LS	\$440,000.00	1.00	\$440,000.00	\$0.00
4	FIELD OFFICE TYPE A SET UP	1.00 UN	\$22,000.00	1.00	\$22,000.00	\$0.00
5	FIELD OFFICE TYPE A MAINTENANCE	12.00 MON	\$3,000.00	15.00	\$45,000.00	\$9,000.00
6	CONSTRUCTION LAYOUT	1.00 DOLL	\$100,000.00	1.00	\$100,000.00	\$0.00
7	CAUTION FENCE	5,755.00 LF	\$6.00	5,755.00	\$34,530.00	\$0.00
8	SILT FENCE	5,920.00 LF	\$6.00	5,920.00	\$35,520.00	\$0.00
9	INLET FILTER, TYPE 1	65.00 SF	\$75.00	65.00	\$4,875.00	\$0.00
10	CONSTRUCTION DRIVEWAY, 12" THICK	645.00 SY	\$17.00	645.00	\$10,965.00	\$0.00
11	ODOR AND DUST CONTROL	1.00 LS	\$250,000.00	1.00	\$250,000.00	\$0.00
12	BREAKAWAY BARRICADE, IF AND WHERE DIRECTED	50.00 UN	\$1.00	50.00	\$50.00	\$0.00
13	DRUM, IF AND WHERE DIRECTED	50.00 UN	\$1.00	50.00	\$50.00	\$0.00
14	TRAFFIC CONE, IF AND WHERE DIRECTED	100.00 UN	\$1.00	100.00	\$100.00	\$0.00
15	CONSTRUCTION SIGNS, IF AND WHERE DIRECTED	525.00 SF	\$20.00	525.00	\$10,500.00	\$0.00
16	CONSTRUCTION IDENTIFICATION SIGN, 4' X 8', IF AND WHERE DIRECTED	1.00 UN	\$900.00	1.00	\$900.00	\$0.00
17	CONSTRUCTION BARRIER CURB, IF AND WHERE DIRECTED	525.00 LF	\$19.00	525.00	\$9,975.00	\$0.00
18	FLASHING ARROW BOARD, 4' X 8', IF AND WHERE DIRECTED	1.00 UN	\$450.00	1.00	\$450.00	\$0.00
19	PORTABLE VARIABLE MESSAGE SIGN, IF AND WHERE DIRECTED	2.00 UN	\$1,500.00	2.00	\$3,000.00	\$0.00
20	TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION, IF AND WHERE DIRECTED	2.00 UN	\$1,000.00	2.00	\$2,000.00	\$0.00
21	TRAFFIC STRIPES, LATEX 4", IF AND WHERE DIRECTED	1,050.00 LF	\$1.00	1,050.00	\$1,050.00	\$0.00
22	TRAFFIC MARKINGS LINES, LATEX 4", IF AND WHERE DIRECTED	525.00 LF	\$1.00	525.00	\$525.00	\$0.00
23	TRAFFIC DIRECTOR, FLAGGER, IF AND WHERE DIRECTED	80.00 HR	\$100.00	80.00	\$8,000.00	\$0.00
24	UNIFORMED POLICE TRAFFIC DIRECTOR, IF AND WHERE DIRECTED	1.00 ALL	\$10,000.00	1.00	\$10,000.00	\$0.00
25	FUEL PRICE ADJUSTMENT	1.00 ALL	\$16,700.00	1.00	\$16,700.00	\$0.00

ITEM	DESCRIPTION	ORIGINAL QUANTITY U/M	UNIT PRICE	AMENDED QUANTITY	AMENDED EXTENSION	INCREASE/ DECREASE
26	FINAL CLEANUP	1.00 LS	\$10,000.00	1.00	\$10,000.00	\$0.00
27	CLEARING SITE	1.00 LS	\$40,000.00	1.00	\$40,000.00	\$0.00
28	EXCAVATION, TEST PIT	100.00 CY	\$47.00	100.00	\$4,700.00	\$0.00
29	EXCAVATION, UNCLASSIFIED, IF AND WHERE DIRECTED	100.00 CY	\$20.00	100.00	\$2,000.00	\$0.00
30	EXCAVATION, REGULATED MATERIAL, IF AND WHERE DIRECTED	100.00 CY	\$20.00	100.00	\$2,000.00	\$0.00
31	SOIL SAMPLING AND ANALYSES, REGULATED MATERIAL, IF AND WHERE DIRECTED	5.00 UN	\$2,000.00	5.00	\$10,000.00	\$0.00
32	DISPOSAL OF REGULATED MATERIAL, IF AND WHERE DIRECTED	185.00 TON	\$70.00	185.00	\$12,950.00	\$0.00
33	PERMANENT ROADWAY EMBANKMENT AND SITE FILLS	107,555.00 CY	\$16.00	98,555.00	\$1,576,880.00	(\$144,000.00)
34	TEMPORARY SURCHARGE EMBANKMENT	1.00 LS	\$385,000.00	1.00	\$385,000.00	\$0.00
35	REMOVAL, RELOCATION, AND STOCKPILING OF SURCHARGE EMBANKMENT FILLS AND REMAINING STOCKPILE MATERIALS	1.00 LS	\$240,000.00	1.00	\$240,000.00	\$0.00
36	GEOTECHNICAL INSTRUMENTATION	1.00 LS	\$470,000.00	1.00	\$470,000.00	\$0.00
37	COLLECT UNDISTURBED SAMPLES	20.00 UN	\$450.00	20.00	\$9,000.00	\$0.00
38	SUPPLEMENTARY EXPLORATORY TEST BORINGS	360.00 LF	\$94.00	360.00	\$33,840.00	\$0.00
39	TEMPORARY SURCHARGE RETAINING WALL	19,210.00 SF	\$18.00	19,210.00	\$345,780.00	\$0.00
40	15" HIGH DENSITY POLYETHYLENE PIPE	715.00 LF	\$25.00	715.00	\$17,875.00	\$0.00
41	15" HIGH DENSITY POLYETHYLENE PIPE FLARED END SECTION	4.00 UN	\$750.00	8.00	\$6,000.00	\$3,000.00
42	CONDUIT OUTLET PROTECTION AREA W/ MEDIAN STONE d50 (4")	20.00 CY	\$125.00	20.00	\$2,500.00	\$0.00
43	PRE-FORMED SCOUR HOLE AREA W/ MEDIAN STONE d50 (6")	5.00 CY	\$125.00	5.00	\$625.00	\$0.00
44	RECONSTRUCT MONITORING WELL	5.00 UN	\$1,600.00	5.00	\$8,000.00	\$0.00
45	RECONSTRUCT UNDERDRAIN ACCESS MANHOLE	3.00 UN	\$1,500.00	3.00	\$4,500.00	\$0.00
46	ALLOWANCE FOR WORK UNSPECIFIED	1.00 ALL	\$100,000.00	1.4128	\$141,280.00	\$41,280.00
SA-1	I-13 PERMANENT ROADWAY EMBANKMENT AND SITE FILLS	6,000.00 CY	\$30.24	9,000.00	\$272,160.00	\$90,720.00
SA-2	CONTRACT TIME EXTENSION	435.00 DAY	\$0.00	435.00	\$0.00	\$0.00

JCRA CHANGE ORDER NO. 2 TOTAL NET INCREASE OR DECREASE:	\$0.00
ORIGINAL CONTRACT AMOUNT:	\$4,458,090.00
ADJUSTED CONTRACT AMOUNT BASED ON JCRA CHANGE ORDER NO. 1:	\$4,639,530.00
ADJUSTED CONTRACT AMOUNT BASED ON JCRA CHANGE ORDER NO. 2:	\$4,639,530.00



CONTRACTOR



CONSULTING ENGINEER'S OFFICE

JCRA DIRECTOR

AUTHORIZED BY RESOLUTION NO.:

DATED:



JCRA Change Order No. 2
Bayfront 1 Redevelopment – Phase 1A,
Surcharge Program
Jersey City, New Jersey
JCRA Contract No.: 20-12-MPN8
Our File No.: PJC00503.01
January 26, 2022
Page 1 of 3

INCREASE ITEMS:

Item 5 **FIELD OFFICE TYPE A MAINTENANCE**

Increase from:	12.00	MON	to	15.00	MON
Difference:	3.00	MON	@	\$3,000.00	/MON
TOTAL AMOUNT INCREASE:				\$9,000.00	

Based upon site conditions and to provide the Contractor with compensation for the ninety (90) day contract time extension authorized by JCRA Change Order No. 1, additional quantity is required to satisfactorily complete the project.

Item 41 **15" HIGH DENSITY POLYETHYLENE PIPE FLARED END SECTION**

Increase from:	4.00	UN	to	8.00	UN
Difference:	4.00	UN	@	\$750.00	/UN
TOTAL AMOUNT INCREASE:				\$3,000.00	

Based upon site conditions and quantities not accounted for in the original bid documents, additional quantity is required to satisfactorily complete the project.

Item 46 **ALLOWANCE FOR WORK UNSPECIFIED**

Increase from:	1.00	ALL	to	1.4128	ALL
Difference:	0.4128	ALL	@	\$100,000.00	/ALL
TOTAL AMOUNT INCREASE:				\$41,280.00	

Based upon site conditions and to be utilized for reimbursement to the Contractor for costs associated with additional unspecified areas of work within the project limits, additional quantity is required to satisfactorily complete the project. Previously approved allowance work includes the following: Allowance No. 2 = \$9,022.90 (water meter cut and cap along Kellogg Street); Allowance No. 3 = \$44,858.92 (placement of poly sheeting and geotextile fabric); Allowance No.



JCRA Change Order No. 2
Bayfront 1 Redevelopment – Phase 1A,
Surcharge Program
Jersey City, New Jersey
JCRA Contract No.: 20-12-MPN8
Our File No.: PJC00503.01
January 26, 2022
Page 2 of 3

4 = \$50,314.22 (removal of boulders); and Allowance Item No. 5 = \$8,221.86 (underdrain manhole extension). Allowance No. 4 (removal of boulders) is an ongoing work item, therefore additional compensation is anticipated. Nothing herein shall constitute a guarantee that the Contractor is entitled to payment of the full allowance or any portion of the allowance. If no additional work is done under this item, the full amount will not be paid by the Owner to the Contractor. To qualify for additional payment, work must be ordered by the Engineer in writing.

Item SA-1 **I-13 PERMANENT ROADWAY EMBANKMENT AND SITE FILLS**

Increase from:	6,000.00	CY	to	9,000.00	CY
Difference:	3,000.00	CY	@	\$30.24	/CY
TOTAL AMOUNT INCREASE:					\$90,720.00

Based upon site conditions and quantities not accounted for by the Contractor along Grand Boulevard Westbound in JCRA Change Order No. 1, additional quantity is required to satisfactorily complete the project.

DECREASE ITEMS:

Item 33 **PERMANENT ROADWAY EMBANKMENT AND SITE FILLS**

Decrease from:	107,555.00	CY	to	98,555.00	CY
Difference:	(9,000.00)	CY	@	\$16.00	/CY
TOTAL AMOUNT DECREASE:					(\$144,000.00)

Based upon site conditions and JCRA Change Order No.1, this quantity is being reduced to account for measurement and payment of material that will be made to the Contractor along Grand Boulevard Westbound under Item SA-1.



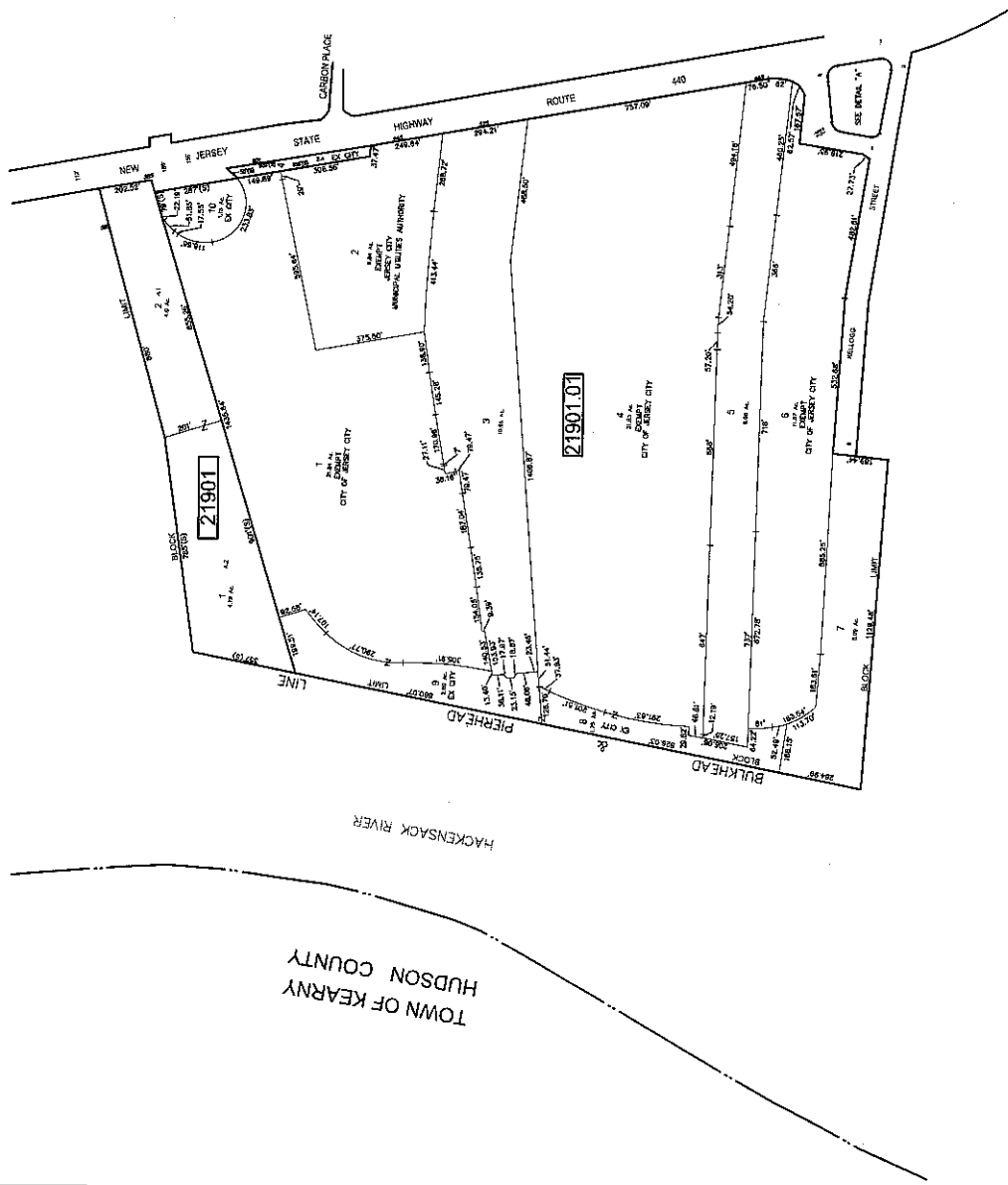
JCRA Change Order No. 2
Bayfront 1 Redevelopment – Phase 1A,
Surcharge Program
Jersey City, New Jersey
JCRA Contract No.: 20-12-MPN8
Our File No.: PJC00503.01
January 26, 2022
Page 3 of 3

SUMMARY:

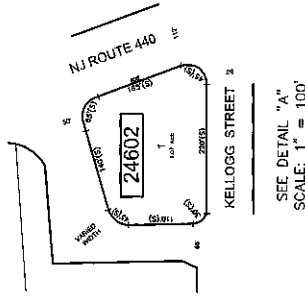
Original Contract Amount	\$4,458,090.00
Adjusted Contract Amount Based on JCRA Change Order No. 1	\$4,639,530.00
<u>JCRA Change Order No. 2</u>	
Total Net Increase or Decrease	\$0.00
Adjusted Contract Amount	\$4,639,530.00

REVISIONS			
DATE	BY	REASON	LOT
07/20/01	CHAS. S. J. JOHNSON	21901	4
07/20/01	ED. CLAY	21901	1
07/20/01	ED. CLAY	21901	1

SEE SHEET 160



SEE SHEET 261



SEE DETAIL "A"
SCALE: 1" = 100'

SEE SHEET 220

SEE SHEET 219.01

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

TAX MAP

CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1" = 200' AUGUST 2008

RICHARD A. MORALLE, P.E., P.L.S.
T & M ASSOCIATES
11 TINDALL ROAD, MIDDLETOWN TOWNSHIP
NEW JERSEY 07940

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

APR - COM240273300

IN JERSEY COUNTY, NEW JERSEY

CONTRACT NO. 20-12-MPN8

**PHASE 1A - SURCHARGE PROGRAM
BAYFRONT I REDEVELOPMENT AREA**

THIS AGREEMENT is made as of the 31 day of March, 2021 by and between **JOSEPH M. SANZARI, INC.** a corporation organized and existing under the laws of the State of New Jersey, with its principal place of business at 100 W. Franklin Street, Hackensack, New Jersey 07601 (the "Contractor") and the **JERSEY CITY REDEVELOPMENT AGENCY**, an autonomous agency of the City of Jersey City with offices at 66 York Street, Third Floor, Jersey City, New Jersey 07302 (the "JCRA" or "Owner") (the Contractor and the Owner are collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the JCRA is a redevelopment entity created in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL") with responsibility for implementing redevelopment plans and carrying out redevelopment projects within Jersey City; and

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

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

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

WHEREAS, in connection with the Phase I Public Infrastructure, it was necessary to procure a construction firm to conduct certain site preparation work known as "surcharge", and in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. (the "LPCL") on December 9, 2020 the JCRA issued a solicitation for bids (the "Bid Solicitation") for the Bayfront I Redevelopment – Phase 1A Surcharge Program (the "Surcharge Project"); and

WHEREAS, on February 25, 2021, the JCRA received bids which were reviewed and evaluated by CME Associates, located at 3141 Bordentown Avenue Parlin, New Jersey 08859. ("CME") and CME thereafter determined that the bid proposal (the "Bid") from the Contractor was the lowest responsible bid; and

WHEREAS, on March 16, 2021 via Resolution No. 21-03-6 the JCRA awarded the Bid to the Contractor; and

WHEREAS, the JCRA wishes to enter into this Agreement in order to memorialize the terms and conditions of the Parties with regard to the construction of the Project.

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

1. **Work.** The Contractor shall perform all Work as specified or indicated in the Contract Documents for the completion of the Project. The project generally consists of the construction of roadway embankments and placement of surcharge material. The scope of work on the project will consist of the demolition and removal of existing features and utilities, installation of settlement plates and instrumentation, drainage pipes and structures, and all associated work and appurtenances as contained in the Contract Documents as ordered by the Engineer.

2. **Time For Completion Of Project.** The Work will be substantially completed within 330 days after the date of the formal Notice to Proceed, which is when the contract times commences to run as provided in paragraph 2.5 of the General Conditions or modified in the Supplementary Conditions and completed within 345 days from the date when the contract time commences.

3. **Contract Price.** The Owner shall pay the Contractor for performance of the Work in accordance with the Contract Documents in current funds the sum of Four Million, Four Hundred Fifty Eight Thousand, Ninety (\$4,458,090.00) Dollars, payable with a retainage of 2% as set forth in Section G 14.2.1 of the Supplementary Conditions.

4. **Applications For Payment: Progress Payments.** (a) The Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be reviewed by the Engineer as provided in the General Conditions.

(b) The Owner shall make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment as approved by the Engineer, on or about the 4th Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the

schedule of values provided for in Paragraph 14.1 of the General Conditions and in accordance with Paragraph 14.2 and Supplemental General Conditions, Section G 14.2.1.

(c) Prior to Substantial Completion progress payments will be in an amount equal to:

90% of the Work completed on Contracts less than \$100,000.

98% of the Work completed on Contracts of \$100,000 or more.

(d) Upon Substantial Completion, the Owner shall pay an amount sufficient to increase total payments to the Contractor to 98% of the Contract Price, less retainages as the Engineer shall determine in accordance with Paragraph 14.7 of the General Conditions and/or retainage indicated under Supplementary Conditions.

(e) Upon final completion of the Work and settlement of all claims, the Owner shall pay the remainder of the Contract Price less retainage under Supplementary Conditions.

5. **Contract Documents.** The Contract Documents which comprise the contract between the Owner and the Contractor consist of the following:

- (a) this Agreement and any exhibits thereto;
- (b) the Contractor's Bid and Bonds;
- (c) the Notice of Award;
- (d) the Instructions to Bidders;
- (e) General Conditions;
- (f) Supplementary Conditions;
- (g) Specifications - Divisions 1 through 31;
- (h) Drawings as listed in Section "H" of the Contract Documents;
- (i) Addenda numbers 1 to 5 inclusive;
- (j) Any modifications, including Change Orders, duly delivered after execution of this Agreement; and
- (k) Project Labor Agreement(s).

6. **Engineer.** The project has been designed by CME as the engineer (the "Engineer"). CME will act and serve as the Engineer and Construction Administrator in

connection with the completion of the Project in accordance with the Contract Documents.

7. **Definitions.** Unless define herein, all capitalized terms shall have the definitions set forth within the Contract Documents.

8. **Contract drawings.** The Contract Drawings which accompany these specifications and form a part of the Contract Drawings are entitled as indicated in Section H – Enumeration of Plans and Specifications.

9. **Agreement to Do All Work and to Accept all Conditions.** The Contractor agrees to furnish all material and to fully and faithfully construct, perform, and execute all Work in accordance with the Contract Drawings and Specification and the Project Labor Agreement and to furnish all labor, tools, implements, machinery, forms and transportation necessary and proper for the completion of the job at the prices named by it within the itemized proposal. The Contractor also agrees that it shall be responsible for Work performed by its subcontractors. The Contractor further agrees to furnish materials and/or install and construct improvements in strict compliance with the Contract Documents and agrees to the assessment of any penalties, and/or to complete required corrective Work based upon inspection and sampling tests results determined in accordance with the Contract Documents which disclose defective or substandard Work.

10. **Project Labor Agreement.** The Contractor, on behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement(s) (the "PLA(s)"), which are applicable for the work to be performed by the Contractor with respect to this Project, the form of which was attached to the Bid. The Contractor further states that it has no commitments or agreements that would preclude its full compliance with the terms and conditions of said PLA(s).

11. **Increase or Decrease of Quantities Elimination of Items.** In entering into this Agreement, the Contractor agrees that the quantities of Work as stated in said proposal are only approximate, and that during the progress of the Work, the Owner may find it advisable and shall have the right to omit portions of the Work and to increase or decrease the quantities and the Owner reserves the right to add or to take from the amount of the Work as may be necessary to complete the Work in a manner satisfactory to the Owner. The Contractor shall and will at no time make claim for anticipated profit or loss of profits, because of any difference between the quantities of the various classes of Work actually done, or of the materials actually furnished, and the said estimated quantities.

12. **Entire Agreement.** This Agreement (along with the Contract Documents) constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

13. **Modification Of Agreement.** No amendment to this Agreement shall be considered binding on either of the Parties unless such amendment is in writing and specifically recites that it is being entered into by and between the Owner and the Contractor with the specific intention to modify the terms of this Agreement. In the event that any such amendment is agreed to by the Parties, such amendment shall not modify, change or amend any portion of this Agreement except those specific portions that are recited in such amendment as being modified by such amendment. All other portions of this Agreement not so specifically amended in writing shall remain in full force and effect. No waiver by the Owner or the Contractor of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of both the Owner and the Contractor.

14. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed and enforced pursuant to the laws of the State of New Jersey, without regard to its conflict of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey sitting in Hudson County, New Jersey, and the Contractor hereby waives all objections to such venue.


15. **Assignments.** Neither the Owner nor the Contractor shall, without prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.

16. **Use Of Subcontractors.** The Contractor shall only use the subcontractors identified within its bid proposal for the Work on this Project. If the Contractor wishes to change or add any subcontractors to the Project, it must obtain written approval for such changes or additions from the Owner.

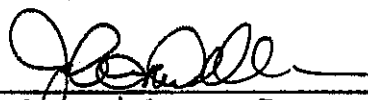
17. **Authorization.** Each of the Parties hereto which are business entities represent and warrant that each has complied with all necessary formalities and the undersigned signatory has been duly authorized to execute this Agreement on behalf of such entity.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in three original, fully-executed copies as of the day and year first written above.

JERSEY CITY REDEVELOPMENT AGENCY

By: 
Name: Christopher Fiore
Title: Asst. Executive Director

JOSEPH M. SANZARI, INC.

By: 
Name: JOANN M. DELLECHIAIE
Title: VICE PRESIDENT

STATE OF NEW JERSEY }

} SS.:

COUNTY OF HUDSON }

BE IT REMEMBERED that on this 31st day of March 2021 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared **CHRISTOPHER FIORE**, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the **Assistant Executive Director** of the **JERSEY CITY REDEVELOPMENT AGENCY**, named within instrument; he signed the within instrument on behalf of the Agency; and he is authorized to execute said instrument on behalf of the Agency and he executed this instrument as the true and voluntary act of the Agency, duly authorized by all necessary action by the Agency, for the uses and purposes therein expressed.

Signed and sworn to before me on
This 31st day of March 2021

Wendy D. Espinal
Notary Public of the State of NJ
My Commission Expires 4/31/23

HYJORDYS D. ESPINAL
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2372689
My Commission Expires 4/21/2023

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

BE IT REMEMBERED, that on MARCH 29, 2021, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared JO ANN M. DELLECHIAIE, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the VICE PRESIDENT of Joseph M. Sanzari, Inc., a corporation organized and existing under the laws of the State of New Jersey; that the execution, as well as the making of this instrument, has been duly authorized by this corporation; that deponent well knows the seal of the body corporate and politic; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by the deponent as and for the voluntary act and deed of said body corporate and politic, in his presence, who thereupon subscribed his name thereto as attesting witness.

Sworn and subscribed to before me this 29th day
of MARCH, 2021

Andrea Branda

Notary Public of the State of NJ

My Commission Expires _____

(Affix Notarial Seal)



ANDREA BRANDA
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2380552

MY COMMISSION EXPIRES DEC. 04, 2023

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING CHANGE ORDER #1 TO CONTRACT NO. 20-12-MPN8 TO JOSEPH M. SANZARI, INC. FOR THE PHASE 1A SURCHARGE PROGRAM 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 “**Redevelopment Law**”), the City of Jersey City (the “**City**”) adopted a redevelopment plan known as the Bayfront I Redevelopment Plan (the “**Redevelopment Plan**”) to effectuate and regulate the redevelopment of the Bayfront I Redevelopment Area (“**Bayfront**” or the “**Redevelopment Area**”); and

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

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

WHEREAS, in connection with the Phase I Public Infrastructure, it was necessary to procure a construction firm to conduct certain site preparation work known as “surcharge”, and in accordance with the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the “**LPCL**”) on December 9, 2020 the Agency issued a solicitation for bids (the “**Bid Solicitation**”) for the Bayfront I Redevelopment – Phase 1A Surcharge Program (the “**Surcharge Project**”); and

WHEREAS, in response to the Bid Solicitation, on February 25, 2021, the Agency conducted a live virtual bid opening and received sixteen (16) bids from interested construction firms; and

WHEREAS, the Agency previously retained CME Associates (“**CME**”) to assist in the preparation and review of the Bid Solicitation and provide Construction Management for the Surcharge Project, and having reviewed all of the bids received by the Agency in connection with the Surcharge Project, CME determined that the bid proposal from Joseph M. Sanzari, Inc. of Hackensack, New Jersey (“**Sanzari**”) for an amount not to exceed Four Million Four Hundred Fifty-Eight Thousand Ninety and 00/100 Dollars (\$4,458,090.00) was the lowest responsible bid; and

WHEREAS, by Resolution No. 21-03-06, the Agency awarded Contract No. 20-12MPN8 “Bayfront 1 Redevelopment – Phase 1A, Surcharge Program” to Sanzari (the “**Contract**”) to perform the Surcharge Project, as the lowest responsible bidder; and

WHEREAS, per the Bid Solicitation, the time for completion of the Surcharge Project was up to Three Hundred Forty-Five (345) days from the issuance of the Notice to Proceed; and

WHEREAS, during the search for acceptable import fill material, the sourcing and sampling for import fill material took longer than anticipated, despite demonstrated due diligence by Sanzari and attempts to secure such material from nearly twenty (20) different sources; and

WHEREAS, CME, the owner's project manager/Stock Development Group Inc. and the owner's LSRP/Potomac-Hudson Environmental, reviewed the circumstances and discussed potential options with Sanzari, after which CME submitted a recommendation memo and proposed change order dated November 8, 2021, which are on file with the Agency ("Change Order #1"), and which include an additional amount of \$181,440.00 for import fill material for certain areas, and an extension of the Contract by ninety (90) days to allow additional time to source and sample, as required, import fill material for other areas required under the Contract; and

WHEREAS, the Agency wishes to authorize Change Order #1, for a new total Contract amount not to exceed \$4,639,530.00, and a new total time for completion of up to Four Hundred and Thirty-Five (435) Days; and

WHEREAS, the sum of all change orders does not exceed twenty percent (20%) of the Initial Contract Amount; and

WHEREAS, the Agency hereby certifies that funds are available for the Contract,

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. Change Order #1 is hereby approved, for a new total Contract amount not to exceed \$4,639,530.00 and a new total time for completion of up to Four Hundred and Thirty-Five (435) Days.

Section 3. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute and deliver Change Order #1, together with any and all other documents necessary to effectuate this Resolution, in consultation with counsel.

Section 4. The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are each hereby authorized to execute Change Order #1, and any and all other documents necessary to effectuate this resolution, together with such additions, deletions and/or modifications as deemed necessary or desirable 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 November 9, 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	✓			



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

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

Sent Via E-mail Only

November 8, 2021

Glenn Stock
President
Stock Development Group, Inc.
3815 Lancaster Drive
Doylestown, PA 18902

**Re: Recommendation for Sanzari's Change Order Request for Bayfront 1
Phase 1A Surcharge Design, Jersey City, New Jersey
Our File No.: PJC00503.01 / 78002**

Dear Mr. Stock:

On October 18, 2021, Paul Sarlo, Sanzari's Chief Operating Officer, submitted to your attention via e-mail a change order to their contract for the above-referenced project in the amount of \$874,500.00. Sanzari stated this was necessary to address their hardship, due to an ongoing supply issue, of not being able to find "clean" material that could satisfy both the environmental and geotechnical parameters set for this project. This total change order amount was determined by Sanzari as follows:

47,000 CY (embankment material required to complete the rest of the project) or
66,000 tons x \$13.25 / ton (which is the unit price difference between the current
price of \$18.25 / ton of DGA vs. the originally bid price of \$5.00 / ton of RCA) =
\$874,500.00.

On October 26, 2021, CME prepared a draft response letter in which we recommended to the JCRA that this change order request was not warranted since our plans and specifications clearly demonstrated the testing requirements for this project.

In subsequent e-mails and meetings, Sanzari demonstrated that they did their due diligence as they attempted to secure suitable materials from nearly 20 different sources to complete this project. However, the material from the various sites were determined to be not suitable for this site.

CME, Stock Development and Sanzari met in person to continue discussions during the Bi-weekly Site Meeting held at the Bayfront site on October 28, 2021. At this meeting, a proposed solution was discussed in which Sanzari would complete the surcharge work for all of SA-6 (south of the open space), as well as Grand Boulevard Westbound (north of the open space). This is the limit of the work that will be needed to complete the first



*Glenn Stock, President
Stock Development Group, Inc.
Recommendation for Sanzari's Change Order Request for Bayfront 1
Phase 1A Surcharge Design, Jersey City, New Jersey
November 8, 2021
Page 2 of 3*

phase of surcharge for the first parcels to be developed, all of which were located south of the open space. Sanzari indicated they would only need to secure about 6,000 CY of suitable embankment material to complete this first phase of work.

Under this modified plan, the deadline for all liquidated damages as described in the project specifications would be extended by three (3) months (ninety (90) calendar days). In return for this change order, Sanzari would agree to use this additional time to continue to work the market to secure the balance of the materials required to complete the remaining SA-7 areas, about 41,000 CY, including any and all associated sampling costs.

For the 6,000 CY required of I-13 material to complete the permanent roadway embankment fill along Grand Boulevard Westbound to complete the first phase, the revised change order request cost breakdown provided by Sanzari was as follows for the following two readily available options: North American Aggregate (NAA) and Tilcon:

NAA I-13:

6,000 CY or 8,400 tons x \$13.25/ton (\$18.25/ton I-13 minus \$5/ton RCA) = \$111,300

Tilcon I-13:

6,000 CY or 11,340 tons x \$16.00/ton (\$21/ton I-13 minus \$5/ton RCA) = \$181,440

(Please note that the standard proctor for I-13 from Tilcon Pompton Lakes shows a much denser, heavier weighted material than what Sanzari had originally assumed using a book value for Gneiss aggregate. That explains the difference in the conversion from CY to tons shown above for the two materials.)

After our technical evaluation, CME offers the following:

1. Although 6,000 CY of Tilcon I-13 will cost \$181,440 while 6,000 CY of NAA I-13 will cost \$111,300;
2. CME believes that the Tilcon I-13 is more easily compactible than the NAA I-13.
3. As a result, CME believes that the Tilcon I-13 will provide a superior permanent pavement subgrade material when compared to the NAA I-13.



Glenn Stock, President
Stock Development Group, Inc.
Recommendation for Sanzari's Change Order Request for Bayfront 1
Phase 1A Surcharge Design, Jersey City, New Jersey
November 8, 2021
Page 3 of 3

Therefore, CME recommends that the JCRA approve Sanzari's revised change order request for an additional \$181,440 so that they can acquire 6,000 CY of I-13 from Tilcon.

If you have any questions or concerns regarding CME's analysis of Sanzari's change order request, please do not hesitate to contact our office. Thank you!

Very truly yours,
CME Associates

Nelson Hernández, PE, LEED® AP
Structural Engineering Department Manager

cc: Chris Fiore (JCRA)
Eric E. Tomaszewski, Esq. (MSB)
Bhavini A. Doshi, Esq. (MSB)
Ed Phillips, LSRP (Potomac-Hudson Environmental)
Sam Kleinberg, PE (CME Associates)
Eric Robinson, PE (CME Associates)

CME ASSOCIATES
3141 BORDENTOWN AVENUE
PARLIN, NJ 08859

Date: November 8, 2021
Our File No.: PJC00503.01

JCRA CHANGE ORDER NO. 1

PROJECT NAME: BAYFRONT REDEVELOPMENT - PHASE 1A, SURCHARGE PROGRAM

OWNER: JERSEY CITY REDEVELOPMENT AGENCY

CONTRACTOR: JOSEPH M. SANZARI, INC., 100 WEST FRANKLIN STREET, HACKENSACK, NJ 07601

You are hereby advised of the following changes in contract quantities or in the case of supplemental work, you agree to its performance by your firm at the prices stated herein.

LOCATION OF CHANGE

Bayfront 1 Redevelopment - Phase 1A, Surcharge Program

NATURE AND REASON FOR CHANGE

To revise the contract quantities to allow the addition of extra and supplemental work.

The work would appear to qualify as a minor modification to effect economies, improve service and resolve minor problems. It does not appear to materially expand upon the size, nature, or scope of the project as it was originally described in the bid specification nor could the extra work reasonably be effectuated by a separate bid contract without imposing adverse cost consequences.

ITEM	DESCRIPTION	ORIGINAL QUANTITY	U/M	UNIT PRICE	AMENDED QUANTITY	AMENDED EXTENSION	INCREASE/ DECREASE
SA-1	I-13 PERMANENT ROADWAY EMBANKMENT AND SITE FILLS	0.00	CY	\$30.24	6,000.00	\$181,440.00	\$181,440.00
SA-2	CONTRACT TIME EXTENSION	345.00	DAY	\$0.00	435.00	\$0.00	\$0.00

CHANGE ORDER NO. 1 TOTAL:

\$181,440.00

ORIGINAL CONTRACT AMOUNT:

\$4,458,090.00

ADJUSTED CONTRACT AMOUNT BASED ON JCRA CHANGE ORDER NO. 1:

\$4,639,530.00

CONTRACTOR

CONSULTING ENGINEER'S OFFICE

JCRA DIRECTOR

AUTHORIZED BY RESOLUTION NO.:

DATED:



Main Office: 800-789-7625 Fax: 908-325-0043 Address: 9 Entin Rd Parsippany, NJ 07054
To Place An Order: Call Us at 855-659-1100 or Email: TNJOrders@tilconny.com



Sales Quotation

Project Name: AGG Jersey City MUA -job # 20-040
Project/Job #:

Tax Exempt Yes/No:^{IV} No
Customer: Joseph M. Sanzari Inc.
Contact Name: Tim Murray

Quote Number: **Q720497-4**
Quote Date: 6/7/2021
Quote Valid Through Date: 6/27/2021
Project Address: Jersey City, NJ
Contact Phone: (201)-342-6895
Customer Acct No.: 786420

Quoted By: Gino D Labbate Mobile: (908)-217-4712 Email: glabbate@tilconny.com

Plant	Material	Qty ^{III}	UOM	Extended Unit Price (Material and Haul Price)	Extended Total Price ^{III}
Pompton Lakes Quarry	I-13 SOIL AGGREGATE	50,000	TON	\$19.00	\$950,000.00
Pompton Lakes Quarry	I-14 SOIL AGGREGATE	1	TON	\$19.00	\$19.00
Mt Hope Quarry	ASTM#3	2,000	TON	\$23.25	\$46,500.00
Quote Grand Total: ^{III}					\$996,519.00

^I For HMA and Agg Products \$0.00 in the haul price column indicates that materials are to be picked up by customer or will be hauled by the hour.

^{III} Items with zero quantity are not included in the extended prices or the quote grand total.

^{IV} All jobs will be billed with tax unless tax exempt forms are provided by the customer. Please provide tax exempt forms to your sales representative as quickly as possible.

Notes: Quoted prices do not include applicable taxes and all surcharges are taxable. Please add sales tax to the quoted prices if job is not tax exempt.
PAYMENT WITHIN 60 DAYS

Unless Noted Above:

ACCEPTANCE

- Delivered pricing includes freight which is a cost that cannot be guaranteed by Tilcon. Any increase will be pass on to the customer in an increased price over the quoted price.
- All haul rates reflect delivery to a safe accessible stockpile on your jobsite. All haul rates are subject to change without written notification. Short loads will be charged at a flat rate. After fifteen minutes unloading charges will be invoiced at the prevailing rate.
- Terms are Net 30 days from invoice date. Interest of 1.5% will be charged after due date.
- If this project is Tax Exempt please forward a copy of your Tax Exempt Certificate to us along with the signed quote
- Recycled concrete material should be used only in compliance with all applicable Federal, State and local laws and is not recommended for use for fill at schools, daycare facilities, site remediation, or similar projects involving sensitive populations. If you have any questions concerning this material, please contact Recycle Operations at 1-800-872-7762. Purchaser hereby accepts recycled concrete material subject to the above reservations and recommendations.

Non Discrimination: The provisions of paragraph 1-7 of Executive Order 11246 as amended, Section 503 of the Vocational Rehabilitation Act of 1973, and Section 2012 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, "Equal Employment Opportunity", relating to nondiscrimination in the performance of US government contracts apply to this sales quote.

Unsigned quotations are not valid AGG Jersey City MUA -job # 20-040 - **Q720497-4** Quote Approved by: Edward Cicalese 6/4/2021





Main Office: 800-789-7626 Fax: 908-325-0043 Address: 9 Entin Rd Parsippany, NJ 07054
To Place An Order: Call Us at 855-659-1100 or Email: TNJOrders@tilconny.com



Sales Quotation

Tilcon, Inc ("Seller") offers to furnish the equipment, labor, materials and/or services described above to Joseph M. Sanzari Inc. ("Buyer") in connection with construction of improvements at the following project **AGG Jersey City MUA -Job # 20-040 ("Project")**

Unless the words "Lump Sum" appear next to an item at work, is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by Seller. This Quotation expires sixty (60) days from its issuance

The person signing below represents that he/she is authorized to enter into this Quotation & Contract ("Contract") on behalf of the Buyer and has received the Seller's Standard Terms & Conditions, which are incorporated by reference herein. This Contract, including the Standard Terms & Conditions, are accepted by the following:

BUYER

By _____
Printed Name _____
Its _____
Date _____

SELLER:

By _____
Printed Name _____
Its _____
Date _____

STANDARD TERMS & CONDITIONS - QUOTATION & CONTRACT

1. **Applicability.** These terms and conditions are incorporated into Seller's Quotation & Contract (collectively, the "Contract"). The Contract comprises the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations and warranties. The Contract prevails over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer may have submitted a purchase order or contract.

2. **Payment.** Seller's agreement to perform any work hereunder is conditioned upon Buyer's satisfaction of Seller's credit terms, as determined in Seller's sole discretion. Payment terms are net 30 days from date of Seller's invoice or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (1½%) per month or the highest rate allowable by law, whichever is less. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, arising out of Buyer's failure to make all payments due under this Contract in a timely manner.

3. **Taxes.** Buyer is responsible for payment of all taxes and duties not specifically assumed in writing by Seller in the Contract. Buyer agrees to defend, indemnify and hold Seller harmless from any damages and expenses related to any levy or attempted levy of any other taxes on Seller.

4. **Suspension; Termination.** In addition to any other remedies available to Seller, Seller may suspend or terminate this Contract with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Contract (or any other agreement Buyer has with Seller); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Buyer has with Seller); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit

conditions that are unsatisfactory to Seller, as determined by Seller in its sole discretion.

5. **Shipment; Delivery Conditions.** Unless otherwise agreed in writing, all materials purchased by Buyer shall be FOB Seller's plant sourcing the Contract. If FOB Destination, the Buyer agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if Seller concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Buyer Contracts delivery beyond curb line, Buyer assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks. Delays of more than 20 minutes are subject to an additional charge. Buyer also agrees to provide a safe, suitable work area for Seller and its employees.

6. **Title and Risk of Loss.** Title and risk of loss passes to Buyer at the time any materials are loaded into Buyer's, or Buyer's agents', vehicles, barges or other modes of transport, in the case of FOB Plant sales, or in the case of Seller's delivery, upon delivery of the Materials.

7. **Warranty.** Seller warrants that the goods and services herein will conform to the specifications and shop drawings issued by Seller prior to manufacture of the goods and/or Seller's performance of the services. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. Buyer shall verify that Seller's materials comply with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Seller shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Buyer fails to pay Seller in full for the materials provided by Seller pursuant to this Contract.

Non Discrimination: The provisions of paragraph 1-7 of Executive Order 11246 as amended, Section 503 of the Vocational Rehabilitation Act of 1973, and Section 2012 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, "Equal Employment Opportunity", relating to nondiscrimination in the performance of US government contracts apply to this sales quote.

Unsigned quotations are not valid AGG Jersey City MUA -Job # 20-040 - **Q720497-4** Quote Approved by: Edward Cicalese 6/4/2021





Main Office: 800-789-7625 Fax: 908-325-0043 Address: 9 Entin Rd Parsippany, NJ 07054
To Place An Order: Call Us at 855-659-1100 or Email: TNJOrders@tilconny.com



Sales Quotation

8. **Time.** Seller shall make reasonable efforts to provide the equipment, labor, materials and/or services by the specified delivery date and provide notice to Buyer of any expected delays. Seller is not responsible for any delays due to labor disputes, repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.

9. **Modification.** No amendment or modification of this Contract shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Contract.

10. **No Waiver.** The failure of Seller to exercise any right granted hereunder shall not impair or waive Seller's privilege of exercising such right to any subsequent time or times.

11. **Damages.** Seller's liability for any damages related to this Contract shall be limited to, at Seller's option, (a) replacement of defective materials and work or, at Seller's option, (b) a refund of any payments made by Buyer. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT.** It is further understood that Seller shall not be responsible for any damage to or deterioration of any of its work, whether completed or in process, resulting from any cause or causes beyond its reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by Seller, whether or not such failure or inadequacy was or could have been known at the time its work was undertaken, or for any work performed under adverse weather conditions.

12. **Indemnity.** To the maximum extent permitted by applicable law, Buyer shall defend, indemnify and hold Seller, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of: (i) Buyer's breach of this Agreement, or (ii) any act or omission by or on behalf of Buyer, its employees, contractors and/or agents.

13. **Applicable Law.** This Contract, and the rights, duties, obligations and remedies of the parties shall be governed by or construed in accordance with the laws of the state where the Project is located.

14. **Work Conditions:** If Seller's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit Seller to perform its work in a normal uninterrupted single shift operation. Unless a time for the performance of Seller's work is specified, Seller shall undertake the work in the course of its normal operating schedule. Seller shall not be liable for any failure to

undertake or complete the work for causes beyond its control, and Seller may suspend the work for causes beyond its control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in Seller's opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation, labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which Seller is involved, directly or indirectly. If for causes beyond Seller's control, Seller's work is not completed within twelve (12) months after the date of Buyer's acceptance of the Contract, Seller may cancel this Contract. In such event (i) Seller shall be relieved of any further obligation with respect to the balance of the work, and (ii) Seller shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

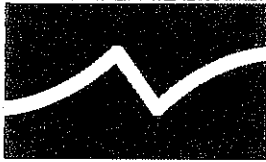
15. **Miscellaneous.** Unless otherwise specified in writing, Buyer shall be responsible for testing the materials and confirming that the materials comply with the applicable specifications at Seller's facility prior to directing shipment. All funds paid to Buyer from a third party for Seller's labor, services, materials, and equipment shall be deemed in trust for the payment of Seller Safety Data Sheets and product label information are available at Seller's office or Seller's website. Buyer agrees to draw to the attention of any persons handling or using the materials or having access to the materials while in Buyer's possession or to whom Buyer sells the materials or any part thereof any warning, information of suggestions which are contained or referred to in the Safety Data Sheets or label information, or any other literature or packaging relating to the materials.

16. **MANDATORY BINDING ARBITRATION:** ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS CONTRACT, SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE WHERE THE PROJECT IS LOCATED. THE AMERICAN ARBITRATION ASSOCIATION ("AAA") SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS CONTRACT, THE PARTIES AGREE THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES AND THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR SHALL, AT A MINIMUM, BE A REASONED AWARD.

Non Discrimination: The provisions of paragraph 1-7 of Executive Order 11246 as amended, Section 503 of the Vocational Rehabilitation Act of 1973 and Section 2012 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, "Equal Employment Opportunity", relating to nondiscrimination in the performance of US government contracts apply to this sales quote.

Unsigned quotations are not valid AGG Jersey City MUA Job # 20-040 - **Q720497-4** Quote Approved by: Edward Cicalese 6/4/2021





Material Quote

North American Aggregates

1250 State St., Perth Amboy, NJ, 08861 (908)
956-6715
info@northamericanaggregates.com https://
www.northamericanaggregates.com

DATE: 10/15/2021

TERMS: Net 30

To:

Sanzari Inc.
100 West Franklin St.
Hackensack, NJ 07601

Job Address:

JCRA Bayfront
Redevelopment
Job # 21-021

Special Instructions/Delivery:

Delivery by Barge: \$_____ per ton

Delivery by Truck: \$ 8.50 per ton

LOCATION	MATERIAL	UNIT	QUANTITY	UNIT PRICE	TOTAL
Perth Amboy	Concrete Sand	Ton			
Perth Amboy	Asphalt Sand	Ton			
Perth Amboy	Pipe Sand	Ton	90,000	\$8.00	\$1,485,000
Perth Amboy	I-3	Ton			
Perth Amboy	I-9	Ton			
Perth Amboy	I-10	Ton			
Perth Amboy	I-12	Ton			
Perth Amboy	I-7	Ton			
Perth Amboy	Fill Sand	Ton			
Perth Amboy	Grade-A	Ton			
Perth Amboy	K5 Septic Sand	Ton			
Perth Amboy	K5 Pipe Sand	Ton			

Quotation prepared by: Bob Mania

This is a quotation on the goods named, subject to conditions noted on the reverse side of this sheet.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!



North American Aggregates

TERMS AND CONDITIONS OF SALE

All sales by North American Aggregate, LLC (Seller) to its customers (each, a Buyer) are subject to these terms and conditions (the Terms). These Terms shall apply to all Seller materials, products and goods (the Goods). Buyer's acceptance of these Terms may be made by accepting Seller's proposal, or otherwise directing Seller to commence performance, or by accepting the Goods.

1. **Entire Agreement.** Seller's proposal or quotation and these Terms constitute the entire agreement (Contract) between Seller and Buyer, and supersedes all other contemporaneous and prior offers, quotes, agreements, understandings, negotiations, representations, and communications, whether oral or written. Any different terms and any conditions in any purchase order or acknowledgment are objected to and shall not be enforceable; any counter-offer is hereby rejected.
2. **Price.** All prices quoted shall remain in effect for the period of time specified in Seller's proposal and are subject to change thereafter without notice. Any increase in the Seller's costs due to governmental legislation, regulation or order providing for tax on any work, materials, goods, sales, use or process, or providing for any regulation or control of the Seller's purchases, materials, labor costs, sales or business, may be added to the price specified as to any undelivered portion of such order.
3. **Payment.** Seller shall submit an invoice for the Goods and costs incurred, and the payment shall be made net 30 days from date of invoice unless otherwise specified. All payments not received within the specified payment period are subject to a 1.5% late fee per month. Seller reserves the right to impose a C.O.D. payment requirement, without notice to Buyer, or suspend services or delivery if any payments are not received within the specified payment period. Seller shall be entitled to recover attorneys' fees and reasonable costs incurred in collecting payments.
4. **Changes.** Absolutely no changes or modifications can be made to an order without Seller's consent. Any approved change will list, if any, the additional or revised cost to be paid by Buyer and/or delivery considerations. Buyer may not cancel an existing order due to Seller's refusal to accept a change requested by Buyer.
5. **Cancellation.** Buyer may not cancel all or any part of the order except in the event that Seller breaches any provisions of the Contract including, without limitation, the warranties.
6. **Inspection and Acceptance.** All Goods shall be received subject to Buyer's right of inspection and rejection. Buyer has 24 hours from receipt of Goods to inventory, inspect and reject, and account for all Goods ordered.
8. **Delivery.** Seller shall use its best efforts to make deliveries in the quantities and at the times specified in this order. Arrival/delivery dates specified on the proposal and/or invoice are estimates only and can vary. Unless otherwise specified in writing, (i) all shipments are made F.O.B. point of origin and Seller will determine the point of origin, and (ii) shipping and delivery will be made by the carrier and in the manner designated by Seller. Seller shall not be liable for delays or defaults in deliveries due to causes beyond Seller's control and without its fault or negligence.
9. **Assignment.** Neither party may assign, subcontract, or otherwise delegate its responsibilities without the prior consent of the other party. The Contract and these Terms shall be binding upon the parties and their respective successors, assigns and legal representatives.
10. **Warranty.** Seller warrants that prior to placement on site the Goods will conform to the material gradations specified in Seller's proposal (the Specifications). The Goods will be covered for a warranty period of three (3) months from date of delivery, unless otherwise specified in the Specifications. Seller shall not be responsible for contamination, segregation or break down due to on-site stock piling practices or placement methods. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.** No affirmation of Seller, by words or action, other than as set forth in this warranty clause, shall constitute a warranty. Seller makes no guarantee of the results to be obtained from the use of the Goods. Goods which may be sold by Seller but which are not manufactured by Seller are not warranted by Seller, but are sold only with the warranties, if any, of the manufacturers thereof. In the event of default by Buyer, Seller may withdraw or withhold the warranty for Goods until paid in full.
11. **Defective Goods.** Any Goods which Buyer claims are defective or non-conforming shall be evaluated by Seller to determine the validity of the claim and to generate the necessary corrective action. Seller, at its sole option, may correct the defect or replace Goods that it determines are defective, subject to normal production schedules and shipment. Replaced Goods will be sent to Buyer, freight prepaid and insured by Seller. Defective Goods may be held for Seller's instruction and, if Seller directs, shall be returned at Seller's expense. Buyer has 24 hours after delivery to notify Seller of any defects and, after the 24-hour notification period has passed, no returns will be accepted.
12. **Liability.** To the fullest extent permitted by law, the total liability, in the aggregate, of Seller, the manufacturer and any suppliers to Buyer and anyone claiming by, through, or under Buyer, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to the Goods or the Contract, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, indemnity or breach of contract shall not exceed the price paid to Seller for the Goods. **IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, DELAY, DISRUPTION, OR LOSS OF ANTICIPATED PROFITS OR REVENUE.** Seller shall not be liable to Buyer for any failure to comply with these Terms due to causes beyond its control, including but not limited to, war (whether or not an actual declaration thereof is made), insurrection, sabotage, riot, or other acts of civil disobedience, acts of public enemy, epidemic, quarantine restriction, labor dispute, failure or delay in transportation, shortage of labor, fuel, raw material or judiciary, government or any agency thereof (each, a Force Majeure Event). Notwithstanding anything herein to the contrary, a Force Majeure Event shall not relieve Buyer from any losses suffered by Seller with respect to Goods ordered by Buyer and which are already in transit to Buyer, and Goods that are specifically fabricated and not readily saleable to others. **THE REMEDIES OF THE BUYER SET FORTH HEREIN ARE EXCLUSIVE.**
13. **Governing Law.** The Contract shall be governed by the laws of the State of New Jersey without regard to conflict of law rules or principles. Buyer agrees to exercise any right or remedy in connection with these Terms exclusively in, and hereby submits to the jurisdiction of, the courts of the State of New Jersey located in Middlesex County, New Jersey or the United States District Court for New Jersey. **THE PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS CONTRACT OR THE PRODUCTS. ANY LEGAL PROCEEDING MUST BE COMMENCED WITHIN ONE (1) YEAR FROM THE EARLIER OF: (I) THE DATE THE CAUSE OF ACTION ACCRUES; OR (II) THE DATE THE GOODS ARE DELIVERED.**
14. **Security Interest.** Seller retains a purchase money security interest in the Goods under the Uniform Commercial Code (UCC) until payment has been made in full. In the event of default by Buyer under these Terms, Seller shall have the rights and remedies of a secured creditor under the UCC. Buyer agrees to execute such documents as Seller may request in order to perfect Seller's security interest.
15. **Sales and other taxes.** The prices quoted do not include federal, state or local sales, use or excise taxes, any import or export duties, tariffs or custom charges, all of which are payable by Buyer unless otherwise specified in writing. In states where such sales, use or excise taxes apply, they will be added to the invoice as a separate item unless Buyer has furnished an acceptable tax exemption certificate.
16. **Insurance.** Unless otherwise specified in writing, Seller is not providing, or offering to provide, directly or indirectly, any first or third party insurance coverage in connection with the sale of the Goods to Buyer.
17. **General.** (i) Any clause required to be included in a contract of this type by any applicable law or administrative regulation having the effect of law shall be deemed to be incorporated herein, and (ii) no amendment, modification or waiver of the any provision of these Terms shall be binding on either party unless reduced to writing and signed by an authorized officer of the party to be bound.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY RESCINDING RESOLUTION NO. 21-12-12 ADOPTED IN CONNECTION WITH BLOCK 21510, LOT 2, COMMONLY KNOWN AS 824 GARFIELD AVENUE, WITHIN THE CANAL CROSSING 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 Canal Crossing Redevelopment Area (the “**Redevelopment Area**”) as an area in need of redevelopment and enacted the Canal Crossing Redevelopment Plan in order to effectuate the redevelopment of the Redevelopment Area; and

WHEREAS, the Agency owns certain property within the Redevelopment Area identified as Block 21510, Lot 2, commonly known as 824 Garfield Avenue (the “**Agency Parcel**”), which the Agency acquired from the City pursuant to City Ordinance 10-055 for the purpose of effectuating and implementing the redevelopment of the Agency Parcel, and which the Agency intends to sell to Hampshire Urban Renewal Redevelopment LLC and Garfield JC Partners, LLC pursuant to that certain Amended and Restated Redevelopment Agreement dated August 22, 2018, as subsequently amended; and

WHEREAS, on December 21, 2021, the Board of Commissioners adopted Resolution No. 21-12-12 authorizing the Agency to remit the estimated Agency Parcel sale proceeds to the City; and

WHEREAS, the Agency now desires to rescind Resolution No. 21-12-12 in its entirety,

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 rescinds Resolution No. 21-12-12 in its entirety.

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 February 15, 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 CONDITIONALLY DESIGNATING PORT LIBERTE APARTMENTS LLC AS THE PROPOSED REDEVELOPER AND AUTHORIZING EXECUTION OF A FUNDING AGREEMENT IN CONNECTION WITH THE PROPERTY IDENTIFIED AS BLOCK 27503, LOTS 16 AND 17, COMMONLY KNOWN AS CHAPEL AVENUE AND 1 CONSTELLATION PLACE, WITHIN THE CAVEN POINT REDEVELOPMENT AREA

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

WHEREAS, in accordance with the Redevelopment Law, the City designated that certain area known as the Caven Point Redevelopment Area (the “**Redevelopment Area**”) and enacted a redevelopment plan entitled the “Caven Point Redevelopment Plan” in order to effectuate the redevelopment of the Redevelopment Area (as amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, New Liberty Residential Urban Renewal Company, LLC (“**New Liberty**”) is currently the designated redeveloper of certain parcels within the Redevelopment Area, including the Property, pursuant to a Second Amended and Restated Contract for the Sale of Land between the Agency and New Liberty, WA Golf Company, LLC, and WA Residential Urban Renewal Company, LLC (collectively the “**Existing Redevelopers**”) dated September 1, 2005; and

WHEREAS, G&S Port Liberte LLC is under contract with New Liberty, as a transferee, to purchase certain property commonly known as known as Chapel Avenue and 1 Constellation Place identified as Block 27503, Lots 16 and 17 on the tax map of the City, (collectively, the “**Property**”), which is located within the Redevelopment Area and is subject to the Redevelopment Plan; and

WHEREAS, once the transfer has been approved by the Agency, G&S Port Liberte LLC intends to assign its rights under its agreement of sale with New Liberty for the Property to its affiliate, Port Liberte Apartments LLC (the “**Proposed Redeveloper**”); and

WHEREAS, Proposed Redeveloper proposes to develop, finance and construct on the Property a project consisting of a 5-story residential building, which shall contain approximately 401 market rate rental units and a 7-story parking garage containing 602 parking spaces, together with on-site amenities (collectively, the “**Project**”); and

WHEREAS, the Agency and the Proposed Redeveloper intend to pursue pre-development activities, including evaluation of Proposed Redeveloper's qualifications to assume redevelopment responsibilities and negotiation of a redevelopment agreement and other related actions (the "**Pre-Development Activities**") pending approval of the transfer; and

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

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

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

Section 2. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute a Funding Agreement with Proposed Redeveloper, in a form acceptable to the Agency in consultation with counsel.

Section 3. Port Liberte Apartments LLC is hereby conditionally designated as the proposed redeveloper of the Property for a period commencing upon the adoption of this Resolution and ending on August 31, 2022, unless extended for an additional period of no more than thirty (30) days by the Executive Director in her sole discretion.

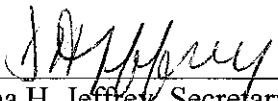
Section 4. If, by August 31, 2022, or such later date as established by the Executive Director in accordance with Section 3 hereof, the Agency and the Proposed Redeveloper have not executed a mutually acceptable redevelopment agreement, the designation of the Proposed Redeveloper as the redeveloper of the Property shall automatically expire without any need for any further action of the Board.

Section 5. The Existing Redevelopers' rights and obligations pursuant to the Second Amended and Restated Contract for the Sale of Land dated September 1, 2005 shall not be impaired by the adoption of this Resolution and shall remain in full force and effect until the Agency and the Proposed Redeveloper execute a mutually acceptable redevelopment agreement, subject to Board approval

Section 6. 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 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 February 15, 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 AWARDING A
CONTRACT TO LIME DEVELOPMENT, INC. FOR FAÇADE
PROTECTION WORK AT THE LOEW'S JERSEY THEATRE
LOCATED AT 54 JOURNAL SQUARE PLAZA WITHIN THE
JOURNAL SQUARE 2060 REDEVELOPMENT AREA**

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

WHEREAS, the City owns the historic Loew's Jersey Theatre (the "**Theatre**") together with certain property within the Redevelopment Area, upon which the Theatre is situated, identified as Block 10601, Lot 41 on the official tax map of the City, commonly known as Loew's Jersey Theatre, 54 Journal Square Plaza (the "**Property**"), which Property is located within the Redevelopment Area and is subject to Redevelopment Plan; and

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

WHEREAS, in accordance with the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the "**LPCL**"), the Agency desires to obtain façade protection work at the Property (the "**Services**"); and

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

WHEREAS, Lime Development, Inc. ("**Lime**") submitted a quote dated September 9, 2021 (the "**Quote**") to provide the Services; and

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

WHEREAS, the Agency desires to enter into a contract with Lime (the "**Contract**") to perform the Services as outlined in the Quote for a total amount not to exceed Seventeen Thousand Five Hundred Dollars (\$17,500.00) to be paid in accordance with the rates set forth in the Quote; and

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

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

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

Section 2. The Chair, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to execute and deliver the contract with Lime to perform and complete the Services for a term to expire upon completion of the Services and all related tasks, or twelve (12) months after the effective date of the agreement, whichever is earlier, payable at the rates set forth in the Proposal for a total amount not to exceed Seventeen Thousand Five Hundred Dollars (\$17,500.00), subject to the terms and conditions set forth in the Agency's form agreement, together with any such additions, deletions and/or modifications as may be necessary and/or desirable in consultation with counsel to the Agency.

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

Section 4. This Resolution shall take effect immediately.

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



Lime Development, Inc.

373 Communipaw Ave Jersey City, NJ 07304

Phone: (201) 332-6558

Email: Info@limecontracting.com

Julia Howard
Gilbane Building Company
One Riverfront Plaza
1037 Raymond Boulevard, Suite 320
Newark, NJ 07102

September 9, 2021
Project Job# L2K21-1201

Re: Lowes Theatre Safety Protection
Jersey City, NJ

Dear Mrs. Howard:

Thank you for the invitation to collaborate with Gilbane and Thornton Tomasetti for your project at the Loews Theatre in Jersey City to address issues identified by Thornton Tomasetti.

SCOPE OF WORK

I have visited the site twice to meet with Colin, Ryan and others from Gilbane. We have identified three locations in need of protective netting to be installed. In order to get to these locations Lime will have to erect Swing Staging to access the areas for installation of Industrial Drop Netting RB-2000 <https://www.constructioncovers.com/product/industrial-drop-netting-rb-2000/>

Colin showed us an electrical panel on the ground level near the stage.

- Lime will need a 220 single phase pigtail installed in the electrical panel. This is the closest location to give power to the electric scaffolding. We would then have to run approximately 200 – 300L.F. of electric line for powering the scaffolding. A junction box may need to be installed to ensure continuous amp's to the scaffolding.
- Electrical pigtail installation to be installed by a licensed electrician of your choice and paid for by others.
- Lime will also need access to the adjacent roof and will require contact information for the company so that we can arrange for access to their roof.
- Lime will supply an Insurance Certificate to cover said building from liability.
- Our standard working hours will be 8am to 4pm.

- Lime will rig the locations necessary and install netting and Counter Sink anchors to tensionized netting.
- This will be a Non-Union working environment.

PRICING

Netting Materials.....	\$ 2,500.00
Labor and Equipment.....	\$15,000.00

***Payments to be billed in 50% Deposit
Balance due upon Project Completion***

EXCLUSIONS

State Sales Tax	Standby Trades	Overtime
Plumbing/Electrical	Permit & Fees	Bridging
Asbestos/Lead Testing and/or Abatement		Bonding

Owners Responsibilities

Owner/Management/Building to provide the following if necessary:

- Water
- 110 Electric (**If an electrician is required it shall be at the owners expense**)
- Restroom Facilities
- Complete Access to all areas of work

General Conditions

1. Acceptance of this proposal shall be acceptance of all terms and conditions recited herein. Allowing Lime to commence preparation for work will constitute acceptance by buyer of this proposal and all its terms and conditions. Quotations herein, unless otherwise stated, are for immediate acceptance and subject to change.
2. No Back charges or claims shall be valid except by agreement in writing by Lime.
3. All sums not paid when due shall bear interest at the rate of 1 ½% per month from due date until paid of the maximum legal rate permitted by law whichever is less, plus all costs of collection, including reasonable attorneys' fees.
4. If payment is not made to Lime as herein provided, then Lime may stop work without prejudice to any other remedy it may have.
5. If on-site work is required, Buyer is to prepare all work areas as to be accessible and acceptable for Lime's work. Lime will not be called upon to start work until

sufficient areas are ready to allow logical, continued and efficient progress of the work until completion.

6. After acceptance of this proposal, and unless otherwise stated, Lime shall be given a reasonable time in which to make delivery of materials or labor to commence and complete its performance. Lime shall not be responsible for delays or defaults of any kind, but not limited to; Delays cause by the Owner, general Contractor, other Contractors, Architect, Engineers; armed conflict or economic dislocation resulting therefrom; embargoes, shortages of labor, raw materials, production facilities or transportation; labor difficulties, civil disorders of any kind; action of civil military authorities; vendor priorities and allocations, fires, floods, accidents and acts of God.
7. The terms of Limes warranty shall be as stated in the referenced warranty document, the terms and conditions of which are herein incorporated by reference. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OF IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. Work called for herein is to be performed during Limes regular working hours. Overtime rates will be charged on all work performed outside such hours at extra costs.
9. Notwithstanding any contract provision elsewhere contained, Lime may file a lien, claim, or notice thereof on its behalf in the event that any payment is not made as and when provided for.
10. These conditions of Proposal shall not be construed to make Limes Proposal non-responsive to any necessarily applicable specified conditions or requirements.
11. Should any of these Conditions of Proposal be void for any reason, only such void portions shall be applicable, the remaining Conditions or portions thereof shall have full force and affect.
12. Payment by buyer for Lime's performance is not, under any circumstance, subject to any contingencies or conditions precedent or subsequent other than Lime performance pursuant to this Proposal.
13. This proposal and any previous or subsequent agreement between Lime and Buyer is not intended to inure to the benefit of any party other than Buyer, provided, however, that obligations imposed upon Buyer shall bind its successors, assigns, sureties, insurers, officers, principals and heirs.
14. Any liability or damages associated with existing water leakage during construction, through the structure shall not be the responsibility of Lime.

15. Any hazardous water uncovered during construction shall be the sole responsibility of the Owner.

If you have any further Questions please feel free to call – Prices shall be held for a period not to exceed (60) Calendar Days from date of Proposal.

Accepted By:

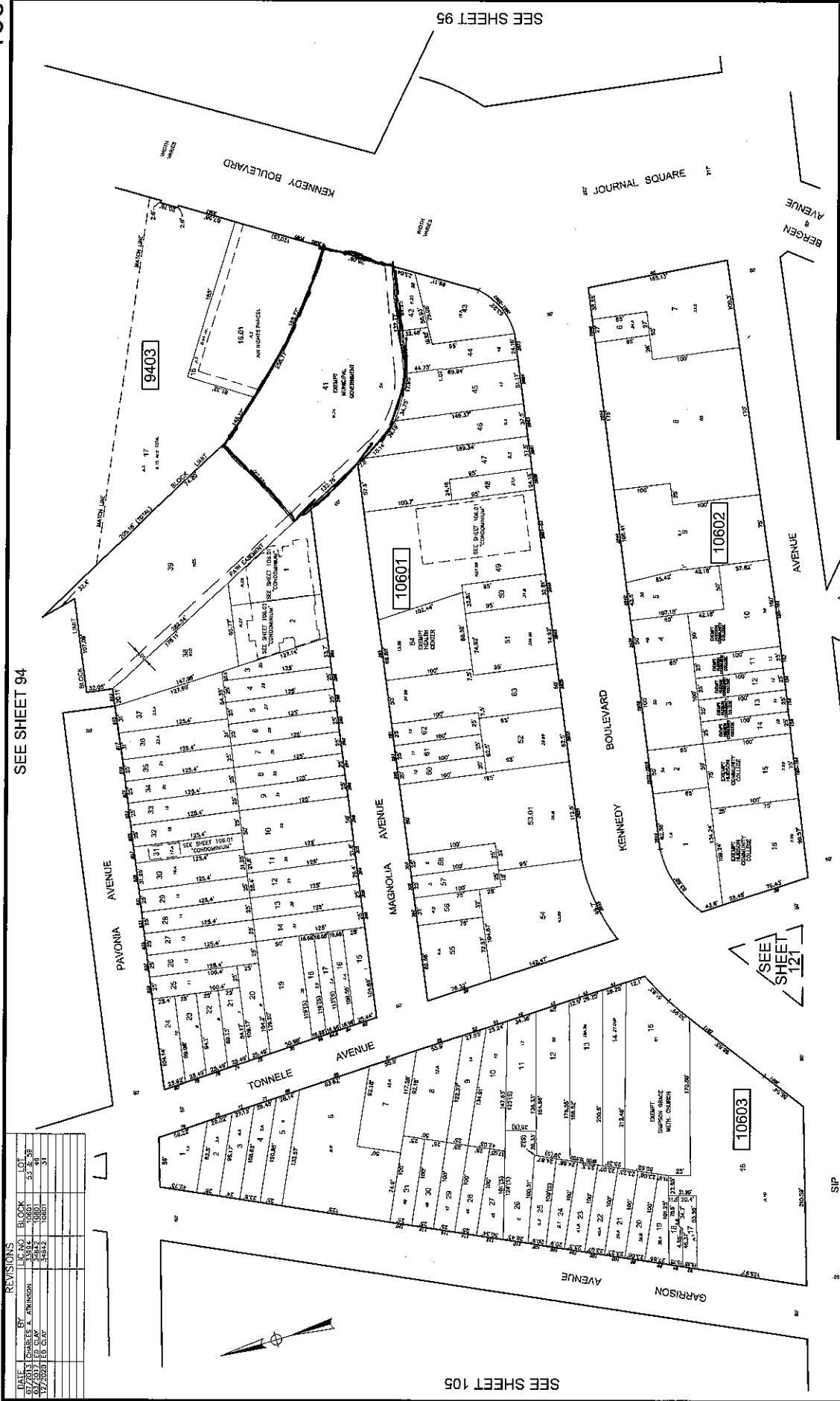
Respectfully,

Paul J. Perrina

Title

Date

Mr. Paul J. Perrina



REVISIONS		
DATE	BY	LOT
04/20/17	LOANES	31
07/20/17	LOANES	31
12/20/17	LOANES	31

TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1" = 50' AUGUST, 2009
RICHARD A. MORALE, P.E., P.L.S.
T & M ASSOCIATES
11 TINDALL
NEW JERSEY, 07748
TO MAKE CORRECTIONS AS OF RECORD 2/29

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 121

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED
DRAFTING/DESIGN (CAD/9) AND COORDINATE GEOMETRY

ARI - 00472402/973300

SEE SHEET 120

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
CONTRACT NO. 22-02-RN2 WITH ADVANCED SCAFFOLD
SERVICES, LLC FOR SCAFFOLDING SERVICES AT
PROPERTY IDENTIFIED AS BLOCK 9501, LOT 22,
COMMONLY KNOWN AS 84 SIP AVENUE/25 JOURNAL
SQUARE, ALSO KNOWN AS 25 PATHSIDE, WITHIN THE
JOURNAL SQUARE 2060 REDEVELOPMENT AREA**

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

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

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

WHEREAS, the Agency has a need for heavy-duty scaffolding at the Site; and

WHEREAS, Advanced Scaffold Services, LLC (“Advanced”) submitted Estimate #7132 (the “Estimate”) dated February 10, 2022 to the Agency with proposed costs for the rental of heavy-duty scaffolding for a term commencing as of January 1, 2022 and expiring on December 31, 2022 for a rental cost not to exceed One Thousand Two Hundred Dollars per month (\$1,200.00 per month), for a total contract amount not to exceed Fourteen Thousand Four Hundred Dollars (\$14,400.00); and

WHEREAS, the total amount of the contract was determined to be under the bid threshold established pursuant to the LPCL and, therefore, the Agency solicited quotes for the rental of heavy-duty scaffolding in lieu of issuance of a bid solicitation; and

WHEREAS, the Agency desires to enter into a contract with Advanced (the “Contract”) to rent scaffolding as outlined in the Estimate for a total amount not to exceed Fourteen Thousand Four Hundred Dollars (\$14,400.00) to be paid in accordance with the rates set forth in the Estimate; and

WHEREAS, the Agency certifies that funds are available for the costs of the Contract;

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

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

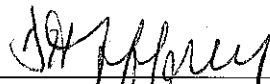
Section 2. The Agency hereby awards the Contract to Advanced Scaffold Services, LLC for the rental of heavy-duty scaffolding for an amount not to exceed Fourteen Thousand Four Hundred Dollars (\$14,400.00), which Contract shall have an effective date of January 1, 2022 and shall expire on December 31, 2022 and shall be payable in accordance with the rates set forth in the Estimate, all subject to the terms and conditions of the Agency's form agreement, together with such additions, deletions and/or modifications as deemed necessary or desirable in consultation with counsel.

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

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

Section 5. This Resolution shall take effect immediately.

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

Advanced Scaffold Services LLC

650 Route 46 West
Clifton, NJ 07013
973-591-0220

Estimate

Date	Estimate #
2/10/2022	7132

Name / Address
JERSEY CITY REDEVELOPMENT AUTH. 4 JACKSON SQ JERSEY CITY, NJ 07305

Ship To
84 SIP AVENUE JERSEY CITY, NJ

Terms	Rep	FOB	Project
	KA		84 SIP AVENUE - J...

Item	Description	Qty	Cost	Total
HDSB RENTAL	<p>ADDITIONAL (12) RENTAL TERMS @ \$1,200.00 PER MONTH FROM JANUARY 2022 - DECEMBER 2022</p> <p>EXCLUDES:</p> <p>1. ALL OVER TIME</p> <p>2. REPAIRS DUE TO DAMAGES CAUSED BY OTHERS</p> <p>3. MAINTENANCE OF BRIDGE AND BRIDGE LIGHTING</p> <p>4. TRAFFIC CONTROL / FLAGMEN</p>	12	1,200.00	14,400.00T
Terms & Conditions	<p>All quoted prices are subject to applicable sales and use taxes. Our prices are based upon our standard methods of tying-in the scaffolding to the building structure lag screw or similar anchors, unless otherwise specified. If, upon physical inspection, it becomes necessary to tie in by another method, an additional charge may be necessary.</p> <p>TERMS:</p> <p>The minimum rental period is 28 days. All rental charges after 28 days will be prorated on a daily basis with the daily charge invoiced as one twenty-eighth (1/28th) of the</p>		0.00	0.00

	Subtotal
	Sales Tax (0.0%)
	Total

Signature

Advanced Scaffold Services LLC

650 Route 46 West
Clifton, NJ 07013
973-591-0220

Estimate

Date	Estimate #
2/10/2022	7132

Name / Address
JERSEY CITY REDEVELOPMENT AUTH. 4 JACKSON SQ JERSEY CITY, NJ 07305

Ship To
84 SIP AVENUE JERSEY CITY, NJ

Terms	Rep	FOB	Project
	KA		84 SIP AVENUE - J...

Item	Description	Qty	Cost	Total
	<p>"Each additional Four Week Charge." Billing will be pre-billed upon delivery. Terms are net 30 days. The acceptance of this quote constitutes acceptance of all terms and provisions of Advanced Scaffold Services, LLC rental contract. Upon receipt of this signed contract, Advanced Scaffold Services, LLC will furnish Certificates of Insurance to your company for Workers Comp and General Liability for \$1,000,000.00 and a General Aggregate of \$2,000,000.00. Quoted prices are valid for six (6) months.</p> <p>CONTRACTOR'S RESPONSIBILITIES: It is the responsibility of Your Company to provide a clean, unobstructed work area; to move planking, sidewall brackets and guardrails as necessary; install toe boards, mesh; and at all times to maintain and use Scaffolding in accordance with OSHA and other applicable state and local regulations, as well as the enclosed manufacturer's safety rules and instructions. It is also the responsibility of your company to keep all persons other than Advanced Scaffold Services, LLC employees off the scaffolding during the erection and dismantling. It is the contractor's responsibility (unless specifically stated by Advanced Scaffold Services, LLC) to determine</p>			

	Subtotal
	Sales Tax (0.0%)
	Total

Signature

Advanced Scaffold Services LLC

650 Route 46 West
Clifton, NJ 07013
973-591-0220

Estimate

Date	Estimate #
2/10/2022	7132

Name / Address
JERSEY CITY REDEVELOPMENT AUTH. 4 JACKSON SQ JERSEY CITY, NJ 07305

Ship To
84 SIP AVENUE JERSEY CITY, NJ

Terms	Rep	FOB	Project
	KA		84 SIP AVENUE - J...

Item	Description	Qty	Cost	Total
	<p>if the structure(s) the scaffolding is set upon are capable of supporting the loads imposed by the Scaffolding, men, material, etc. It is the contractor's responsibility to protect these structure (roof, flooring, etc.) from damages, which may be caused by setting the Scaffolding upon them, or by work being performed on this project. It is also the contractor's responsibility to repair the tie-in holes at the time of scaffold dismantle.</p> <p>Advanced Scaffold Services, LLC employees must not be exposed to any dangerous work environments that may put their lives at risk, or in harm's way. It is the responsibility of Your Company to provide a work area that is safe and in compliance with OSHA specifications regarding, but not limited to, illumination, ventilation, excavation and / or trench shoring, any elevated work platforms, an assure the safety of Advanced Scaffold Services employee's will not be exposed to any hazardous or toxic material. You must notify us immediately if you become aware of existent, or believed to potentially be existent, hazardous or toxic material on site. The rented equipment shall be at the sole risk of your company from injury, loss or destruction. In case it or any part thereof be destroyed, damaged, or lost - Your Company shall pay Advanced Scaffold Services, a sum equal to Advanced Scaffold Services contractor's price for the same or</p>			

	Subtotal
	Sales Tax (0.0%)
	Total

Signature

Advanced Scaffold Services LLC

650 Route 46 West
Clifton, NJ 07013
973-591-0220

Estimate

Date	Estimate #
2/10/2022	7132

Name / Address
JERSEY CITY REDEVELOPMENT AUTH. 4 JACKSON SQ JERSEY CITY, NJ 07305

Ship To
84 SIP AVENUE JERSEY CITY, NJ

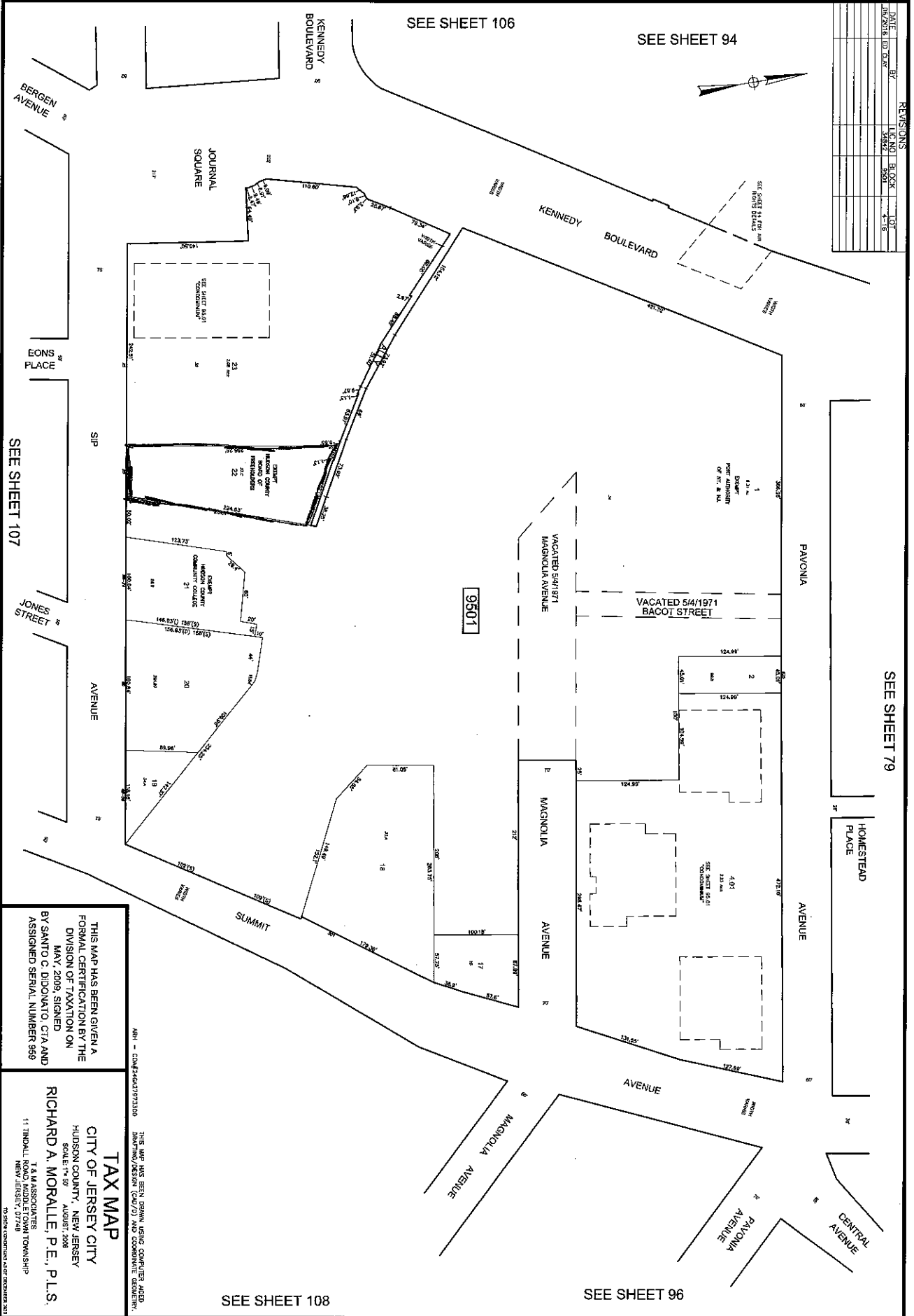
Terms	Rep	FOB	Project
	KA		84 SIP AVENUE - J...

Item	Description	Qty	Cost	Total
	<p>similar equipment. You can have your employee's field count deliveries and returns or Advanced Scaffold Services employee's counts as valid. Absence of your personnel will indicate your willingness to accept Advanced Scaffold counts verified by your independent field counts. Audited counts with our personnel may require additional charges.</p> <p>"EXTRA" WORK: It is understood that this job is to be performed on straight time and that any delays in work caused by others or "extra" work requested, which is not included in the above job description, are subject to additional charges. All labor charges are invoiced at our current Hourly Billing.</p> <p>PAYMENT TERMS: All invoices paid within 30 days of invoice date will be offered a 4% discount. Invoices paid 31 - 60 days will be price listed on invoice, NO discount. Invoices paid 61 + will be charged 1.5% monthly interest charges.</p>			

All EQUIPMENT and LABOR to meet or exceed all OSHA regulations.	Subtotal	\$14,400.00
	Sales Tax (0.0%)	\$0.00
	Total	\$14,400.00

Signature _____

REVISIONS			
DATE	BY	LC NO	BLOCK
10/2018	ED	5585	5581



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

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING 701
NEWARK AVE LLC AS REDEVELOPER AND AUTHORIZING
EXECUTION OF A FUNDING AGREEMENT IN CONNECTION
WITH THE PROPERTY IDENTIFIED AS BLOCK 7902, LOTS 25,
26, 27, 28 AND 29, COMMONLY KNOWN AS 693-701 NEWARK
AVENUE, WITHIN THE JOURNAL SQUARE 2060
REDEVELOPMENT AREA**

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

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

WHEREAS, the Agency owns certain property identified as Block 7902, Lots 25, 26, 27, 28, and 29 on the tax map of the City, commonly known as known as 693-701 Newark Avenue (collectively, the “**Agency Property**”), which is located within the Redevelopment Area and is subject to the Redevelopment Plan; and

WHEREAS, 701 Newark Ave LLC (the “**Redeveloper**”) proposes to develop, finance and construct on the Agency Property a pedestrian streetscape, approximately 45 parking spaces either on site or within ¼ mile of the Agency Property, up to 5 retail locations, 2 floors of office and event space, and approximately 336 residential units with a mix of studios, one-bedroom, two-bedroom and three-bedroom unit types (collectively, the “**Project**”); and

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

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

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

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

Section 2. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute a Funding Agreement with Redeveloper, in a form acceptable to the Agency in consultation with counsel.


Section 3. 701 Newark Ave LLC is hereby conditionally designated as the Redeveloper of the Agency Property for a period commencing upon the adoption of this Resolution and ending on August 31, 2022, unless extended for an additional period of no more than thirty (30) days by the Executive Director in her sole discretion.

Section 4. If, by August 31, 2022, or such later date as established by the Executive Director in accordance with Section 3 hereof, the Agency and the Redeveloper have not executed a mutually acceptable redevelopment agreement, the designation of the Redeveloper as the redeveloper of the Agency Property shall automatically expire without any need for any further action of the Board.

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

Section 6. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of February 15, 2022.


Diana H. Jeffrey, Secretary

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING SIP AVENUE JOURNAL SQUARE JC LLC AS REDEVELOPER AND AUTHORIZING EXECUTION OF A FUNDING AGREEMENT IN CONNECTION WITH THE PROPERTY IDENTIFIED AS BLOCK 10602, LOTS 10, 11, 12, 13, 14, 15 AND 16, COMMONLY KNOWN AS 168 SIP AVENUE AND IDENTIFIED ON THE TAX RECORDS AS 150-164 SIP AVENUE AND 28 TONNELE AVENUE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

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

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

WHEREAS, the Agency is under contract to purchase certain property identified as Block 10602, Lots 10, 11, 12, 13, 14, 15 and 16 on the tax map of the City, commonly known as known as 168 Sip Avenue and identified on the tax records as 150-164 Sip Avenue and 28 Tonnele Avenue (collectively, the “**Agency Property**”), which is located within the Redevelopment Area and is subject to the Redevelopment Plan; and

WHEREAS, Sip Avenue Journal Square JC LLC (the “**Redeveloper**”) proposes to develop, finance and construct on the Agency Property a mixed-use 18 story building with a 9,700 square foot residential lobby, 8,800 square feet of retail space, 422 residential units (of which 10% will be reserved as affordable housing units), 4,700 square feet of community/amenity space on the 18th floor and roof deck levels, and an additional 9,400 square feet of outdoor amenity/activity space on the roof level, with below grade parking for 138 vehicles (collectively, the “**Project**”); and

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

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

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

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

Section 2. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute a Funding Agreement with Redeveloper, in a form acceptable to the Agency in consultation with counsel.

Section 3. Sip Avenue Journal Square JC LLC is hereby conditionally designated as the Redeveloper of the Agency Property for a period commencing upon the adoption of this Resolution and ending on August 31, 2022, unless extended for an additional period of no more than thirty (30) days by the Executive Director in her sole discretion.

Section 4. If, by August 31, 2022, or such later date as established by the Executive Director in accordance with Section 3 hereof, the Agency and the Redeveloper have not executed a mutually acceptable redevelopment agreement, the designation of the Redeveloper as the redeveloper of the Agency Property shall automatically expire without any need for any further action of the Board.

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

Section 6. This Resolution shall take effect immediately.

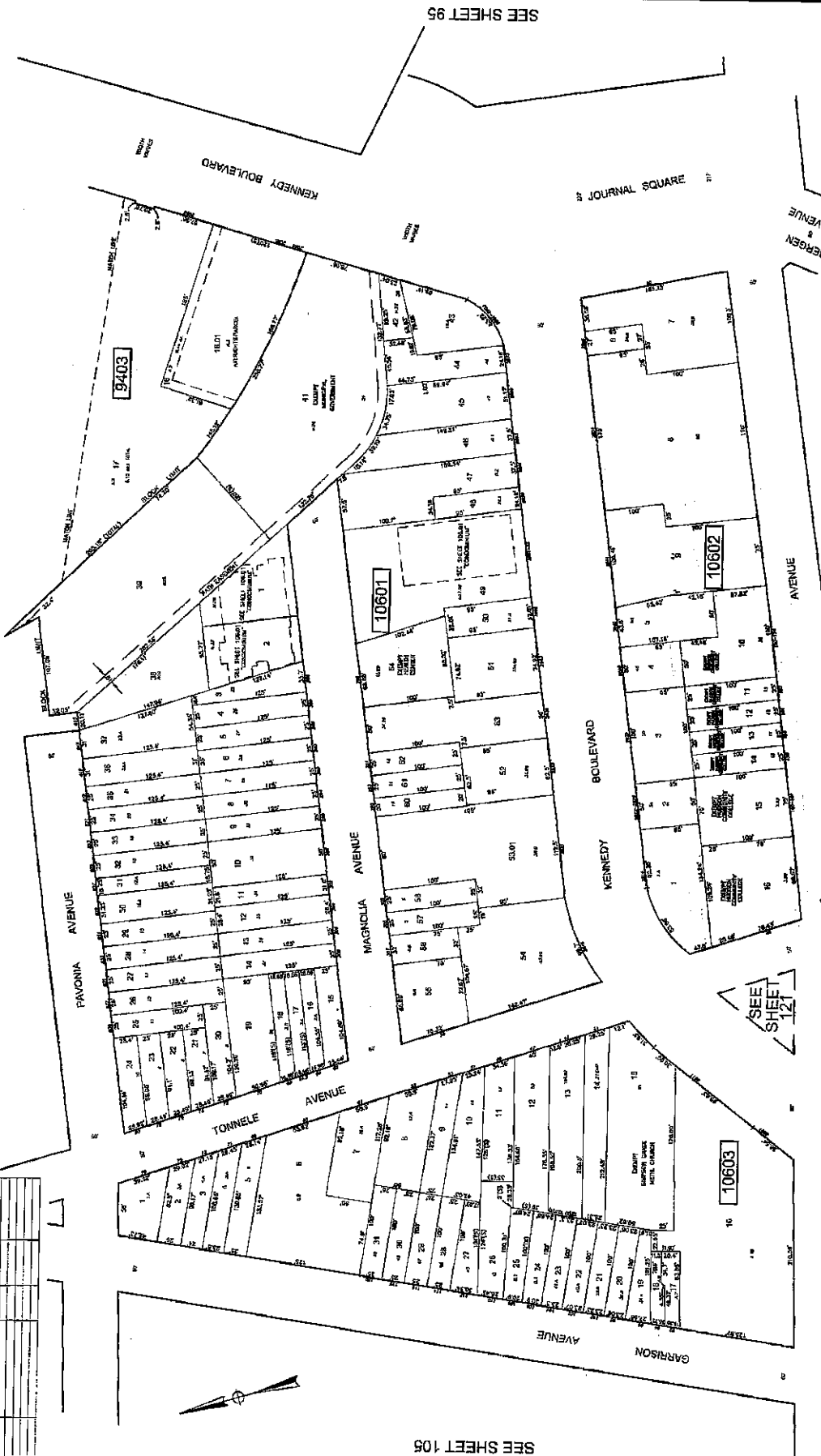
Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of February 15, 2022.


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 94

REVISIONS			
DATE	BY	DESCRIPTION	LOT
12/20/12	W. J. B.	10601	25 & 26
12/20/12	W. J. B.	10602	25 & 26
12/20/12	W. J. B.	10603	25 & 26
12/20/12	W. J. B.	10604	25 & 26
12/20/12	W. J. B.	10605	25 & 26
12/20/12	W. J. B.	10606	25 & 26
12/20/12	W. J. B.	10607	25 & 26
12/20/12	W. J. B.	10608	25 & 26
12/20/12	W. J. B.	10609	25 & 26
12/20/12	W. J. B.	10610	25 & 26
12/20/12	W. J. B.	10611	25 & 26
12/20/12	W. J. B.	10612	25 & 26
12/20/12	W. J. B.	10613	25 & 26
12/20/12	W. J. B.	10614	25 & 26
12/20/12	W. J. B.	10615	25 & 26
12/20/12	W. J. B.	10616	25 & 26
12/20/12	W. J. B.	10617	25 & 26
12/20/12	W. J. B.	10618	25 & 26
12/20/12	W. J. B.	10619	25 & 26
12/20/12	W. J. B.	10620	25 & 26
12/20/12	W. J. B.	10621	25 & 26
12/20/12	W. J. B.	10622	25 & 26
12/20/12	W. J. B.	10623	25 & 26
12/20/12	W. J. B.	10624	25 & 26
12/20/12	W. J. B.	10625	25 & 26
12/20/12	W. J. B.	10626	25 & 26
12/20/12	W. J. B.	10627	25 & 26
12/20/12	W. J. B.	10628	25 & 26
12/20/12	W. J. B.	10629	25 & 26
12/20/12	W. J. B.	10630	25 & 26
12/20/12	W. J. B.	10631	25 & 26
12/20/12	W. J. B.	10632	25 & 26
12/20/12	W. J. B.	10633	25 & 26
12/20/12	W. J. B.	10634	25 & 26
12/20/12	W. J. B.	10635	25 & 26
12/20/12	W. J. B.	10636	25 & 26
12/20/12	W. J. B.	10637	25 & 26
12/20/12	W. J. B.	10638	25 & 26
12/20/12	W. J. B.	10639	25 & 26
12/20/12	W. J. B.	10640	25 & 26
12/20/12	W. J. B.	10641	25 & 26
12/20/12	W. J. B.	10642	25 & 26
12/20/12	W. J. B.	10643	25 & 26
12/20/12	W. J. B.	10644	25 & 26
12/20/12	W. J. B.	10645	25 & 26
12/20/12	W. J. B.	10646	25 & 26
12/20/12	W. J. B.	10647	25 & 26
12/20/12	W. J. B.	10648	25 & 26
12/20/12	W. J. B.	10649	25 & 26
12/20/12	W. J. B.	10650	25 & 26
12/20/12	W. J. B.	10651	25 & 26
12/20/12	W. J. B.	10652	25 & 26
12/20/12	W. J. B.	10653	25 & 26
12/20/12	W. J. B.	10654	25 & 26
12/20/12	W. J. B.	10655	25 & 26
12/20/12	W. J. B.	10656	25 & 26
12/20/12	W. J. B.	10657	25 & 26
12/20/12	W. J. B.	10658	25 & 26
12/20/12	W. J. B.	10659	25 & 26
12/20/12	W. J. B.	10660	25 & 26
12/20/12	W. J. B.	10661	25 & 26
12/20/12	W. J. B.	10662	25 & 26
12/20/12	W. J. B.	10663	25 & 26
12/20/12	W. J. B.	10664	25 & 26
12/20/12	W. J. B.	10665	25 & 26
12/20/12	W. J. B.	10666	25 & 26
12/20/12	W. J. B.	10667	25 & 26
12/20/12	W. J. B.	10668	25 & 26
12/20/12	W. J. B.	10669	25 & 26
12/20/12	W. J. B.	10670	25 & 26
12/20/12	W. J. B.	10671	25 & 26
12/20/12	W. J. B.	10672	25 & 26
12/20/12	W. J. B.	10673	25 & 26
12/20/12	W. J. B.	10674	25 & 26
12/20/12	W. J. B.	10675	25 & 26
12/20/12	W. J. B.	10676	25 & 26
12/20/12	W. J. B.	10677	25 & 26
12/20/12	W. J. B.	10678	25 & 26
12/20/12	W. J. B.	10679	25 & 26
12/20/12	W. J. B.	10680	25 & 26
12/20/12	W. J. B.	10681	25 & 26
12/20/12	W. J. B.	10682	25 & 26
12/20/12	W. J. B.	10683	25 & 26
12/20/12	W. J. B.	10684	25 & 26
12/20/12	W. J. B.	10685	25 & 26
12/20/12	W. J. B.	10686	25 & 26
12/20/12	W. J. B.	10687	25 & 26
12/20/12	W. J. B.	10688	25 & 26
12/20/12	W. J. B.	10689	25 & 26
12/20/12	W. J. B.	10690	25 & 26
12/20/12	W. J. B.	10691	25 & 26
12/20/12	W. J. B.	10692	25 & 26
12/20/12	W. J. B.	10693	25 & 26
12/20/12	W. J. B.	10694	25 & 26
12/20/12	W. J. B.	10695	25 & 26
12/20/12	W. J. B.	10696	25 & 26
12/20/12	W. J. B.	10697	25 & 26
12/20/12	W. J. B.	10698	25 & 26
12/20/12	W. J. B.	10699	25 & 26
12/20/12	W. J. B.	10700	25 & 26



TAX MAP
 CITY OF JERSEY CITY
 HUDSON COUNTY, NEW JERSEY
 SCALE: 1" = 50' AUGUST, 2006
 RICHARD A. MORALLE, P.E., P.L.S.
 7 & 11 ASSOCIATES
 11 TINDALL ROAD, MIDDLETON TOWNSHIP
 NEW JERSEY, 07746

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 121

SEE SHEET 120

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED
 DRAFTING/DESIGN (CAD) AND CIRCUMVENTS THE
 PENALTY FOR VIOLATION OF THE TAX MAP ACT.

REV. - COMP-400793000

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF 417 COMMUNIPAW OZ LLC AS THE REDEVELOPER OF PROPERTY IDENTIFIED AS BLOCK 18901, LOTS 23 AND 29, COMMONLY KNOWN AS 417 COMMUNIPAW AVENUE AND 139 WOODWARD 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**”) pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.*, as amended and supplemented (the “**Redevelopment Law**”), with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

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

WHEREAS, pursuant to the Redevelopment Law, the City enacted the “Morris Canal Redevelopment Plan” formerly known as the “Garfield-Lafayette 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 properties identified on the City’s tax maps as Block 18901, Lots 23 and 29, commonly known as 417 Communipaw Avenue and 139 Woodward Street (collectively, the “**Property**”), are located within the Redevelopment Area and are governed by the Redevelopment Plan; and

WHEREAS, by Resolution No. 21-01-12 adopted on January 19, 2021, the Agency conditionally designated 417 Communipaw OZ LLC (the “**Redeveloper**”) as the redeveloper of the Property, which designation (as subsequently extended) is set to expire on February 28, 2022; and

WHEREAS, the Agency desires to extend Redeveloper’s designation as redeveloper of the Property until June 30, 2022, which expiration date may be extended if necessary in the sole discretion of the Executive Director for one (1) additional period of up to sixty (60) days, so that the Agency and the Redeveloper may complete the negotiation of a redevelopment agreement,

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

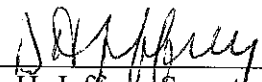
Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The designation as redeveloper of the Property previously granted to Redeveloper is hereby extended until June 30, 2022, which expiration date may be extended if necessary in the sole discretion of the Executive Director for one (1) additional period of up to sixty (60) days, to allow the Agency and the Redeveloper to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Property.

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

Section 4. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of February 15, 2022.


Diana H. Jeffrey, Secretary

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
TERMINATION OF REDEVELOPMENT AGREEMENT WITH
MORRIS CANAL COMMUNITY DEVELOPMENT
CORPORATION FOR BLOCK 20001, LOTS 16, 18-22,
COMMONLY KNOWN AS 408-420 COMMUNIPAW AVENUE,
WITHIN THE MORRIS CANAL REDEVELOPMENT AREA**

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

WHEREAS, in accordance with the criteria set forth in the Redevelopment Law, the City adopted a redevelopment plan known as the Morris Canal Redevelopment Plan (the “**Redevelopment Plan**”) to effectuate and regulate the redevelopment of the Morris Canal Redevelopment Area (the “**Redevelopment Area**”); and

WHEREAS, on May 1, 2018, the Agency and Morris Canal Community Development Corporation (“**MCCDC**”) entered into that certain Redevelopment Agreement (the “**Agreement**”), pursuant to which, among other things, MCCDC agreed to redevelop the portion of the Redevelopment Area consisting of Block 20001, Lots 16, 18-22 on the City’s official tax map (collectively, the “**Project Premises**”), by constructing thereon a redevelopment project including, a mix of market rate residential units and low or moderate income affordable housing, and associated parking and other infrastructure improvements (the “**Project**”); and

WHEREAS, as part of the Agreement, the Agency agreed to several concessions, including, but not limited to a reduced purchase price from fair market value, which were offered in part because MCCDC was a non-profit entity; and

WHEREAS, a copy of the Agreement was recorded in the Hudson County Register of Deeds office on September 18, 2018 in Deed Book 9341, Page 78; and

WHEREAS, in or about January 2021, MCCDC contacted the Agency to propose an assignment of the Agreement to a proposed joint venture between MCCDC and a for-profit entity, owned or controlled by Mr. Phillip Gesue; and

WHEREAS, the Agency rejected the proposed assignment, in part because of the change to a for-profit project, and offered a counter-proposal as set forth in certain correspondence dated October 14, 2021, a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, on January 3, 2022, the Agency issued MCCDC a Notice of Default identifying certain defaults of the Agreement by MCCDC to be cured within thirty (30) days (February 3, 2022), a copy of which is attached hereto as **Exhibit B**; and

WHEREAS, on January 10, 2022, MCCDC contacted the Agency to propose an alternative assignment of the Agreement to a proposed joint venture between MCCDC and a different for-profit entity, Park Avenue Builders; and

WHEREAS, the Agency rejected the alternative proposed joint venture for the reasons set forth in certain correspondence, dated January 20, 2022, a copy of which is attached hereto as **Exhibit C**, and notified MCCDC that it continued to be in default of the Agreement for the reasons specified in the Notice of Default, dated January 3, 2022; and

WHEREAS, MCCDC did not proceed to commence to cure or remedy such default or breach of the Agreement by the February 3, 2022 deadline and such default or breach has continued to the current day; and

WHEREAS, the Agency now desires to terminate MCCDC's designation as redeveloper of the Project Premises and the Agreement, and to authorize the Executive Director to execute any and all documents necessary to discharge the recorded Agreement.

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

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

Section 2. The Redevelopment Agreement between the Agency and MCCDC is hereby terminated and MCCDC's designation as redeveloper of the Project Premises is hereby terminated.

Section 3. The Board of Commissioners hereby authorizes the Executive Director to execute any and all documents necessary to discharge the recorded Redevelopment Agreement consistent with this resolution.

Section 4. This resolution shall take effect immediately.

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

COMMISSIONERS

DANIEL RIVERA
CHAIRMAN

VICE CHAIR

DONALD R. BROWN
DOUGLAS CARLUCCI
ERMA D. GREENE
VICTOR NEGRON, JR.
DARWIN R. ONA
DENISE RIDLEY



JERSEY CITY
REDEVELOPMENT AGENCY

EXECUTIVE

DIANA JEFFREY
EXECUTIVE DIRECTOR

JOSEPH P. BAUMANN, JR.
GENERAL COUNSEL

STEVEN M. FULOP
MAYOR

October 14, 2021

Via Electronic Mail

Ms. June Jones
MORRIS CANAL COMMUNITY DEVELOPMENT CORPORATION
317-319 Pacific Avenue
Jersey City, NJ 07304
junejones@morriscanalcdc.org

Re: Proposed Joint Venture
Morris Canal Community Development Corporation and Phillip Gesue
408-420 Communipaw Ave., Jersey City, NJ / Block 20001, Lots 18-22

Dear Ms. Jones:

The Jersey City Redevelopment Agency ("Agency") has considered the proposed joint venture between the Morris Canal Community Development Corporation ("MCCDC") and Mr. Phillip Gesue (collectively the "Proposed JV"), including the draft Operating Agreement and additional information you have provided to the Agency and our office, and the proposed assignment of the Redevelopment Agreement, dated May 1, 2018, between the Agency and MCCDC to the Proposed JV (the "RDA"). Based on its review of same, the Agency hereby rejects the proposal.

It is important to note at the outset, that the public policy goals shared by the Agency and MCCDC in the original project, sought to maximize opportunities for affordable home ownership for moderate income families in the Morris Canal Redevelopment Area. Initially, MCCDC was to construct forty-six (46) moderate income affordable condominium units, or 100% of the total units. This was made possible by a CDBG grant, as well as contributions from the Agency with the understanding of a consistent shared outcome and a non-profit developer.

In 2018, MCCDC asked to reduce their affordable obligation from 100% (46 units) to 20% (10 units). The Agency, with great apprehension, complied. The Agency also made the concession to reduce the purchase price from Fair Market Value (estimated at \$1.3 million), to \$925,000.

Now, the MCCDC is requesting further changes that seem to indicate the public policy goal of maximizing affordable housing has been abandoned. The Proposed JV, in fact, describes an entirely different project. The transfer, if approved, would change the project from a non-profit, community development, home-ownership project, into a for-profit rental venture.

The deal terms in the current RDA with MCCDC were negotiated to be deliberately advantageous to MCCDC because it is a non-profit community developer, and because MCCDC sought to create affordable home ownership. In the Agency's considered opinion, these advantageous deal terms would not and should not apply to the for-profit Proposed JV.

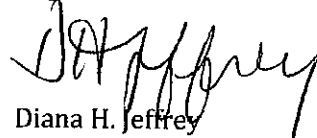
Moreover, the reduction in the amount of on-site affordable housing from 100% to 20% will cause the City to suffer a HUD recapture of funds (stemming from the original HUD investment). The amount of the recapture will be based on the current fair market value of the property. In other words, the recapture sum will be significant. The proposed change to a for-profit rental venture does not justify subjecting the City to an HUD recapture.

In addition, Mr. Gesue has previously represented that he can only provide the 20% on-site affordable housing in the current RDA, if the Proposed JV receives a \$2.8 million subsidy from the City. Currently, MCCDC has a conditional AHTF grant award from the Division of Community Development (DCD) in the amount of \$2 million¹. Whether a for-profit venture should receive a \$2.8 million subsidy to create only 10-12 units of affordable housing remains to be determined.

For all of these reasons and the changing lands space with a greater importance on construction of affordable housing, the Agency hereby offers this counter proposal:

1. Restore the public policy goal of maximizing affordable housing, preferably home ownership.
2. Include 100% moderate income affordable housing if the project is rental, or include between 50-100% if the project is home ownership.
3. Renegotiate the purchase price, based on FMV.

Regards,



Diana H. Jeffrey
Executive Director

DHJ/he

cc: Eric Tomaszewski, Esq. (via e-mail)
Annisia Cialone, Director, HEDC

¹The MCCDC has also received two previous pre-development grants from the AHTF totaling \$200,000.

Exhibit B

Eric E. Tomaszewski, Esq.
ETomaszewski@MSBNJ.com
(973) 622-5162

January 3, 2022

Via Federal Express

Ms. June Jones, President
Morris Canal Community Development Corporation
317 Pacific Avenue
Jersey City, New Jersey, 07304

**Re: Notice of Default – Morris Canal Redevelopment Agreement
Block 20001, Lots 16, 18-22, Jersey City, New Jersey**

Dear Ms. Jones:

Our office represents the Jersey City Redevelopment Agency (the “Agency”) with respect to the Morris Canal Redevelopment Area and the redevelopment of Block 20001, Lots 16, 18-22. Please be advised that Morris Canal Community Development Corporation (“Redeveloper”) is in default of the Redevelopment Agreement (the “Agreement”), dated May 1, 2018, between the Agency and Redeveloper. In particular, Redeveloper is in default of the following provisions of the Agreement:

- Construction of the Project. Pursuant to Section 2.11 and Schedule C of the Agreement, Redeveloper had an obligation to complete certain construction activities consistent with a specified timetable and has failed to complete any of the activities.
- Prohibition Against Transfers. Sections 7.02 and 7.03 of the Agreement prohibit transfers of the Project Premises or any interest therein without the prior written approval of the Agency, unless Redeveloper meets one of the limited exceptions provided by Section 7.03. Redeveloper has recently proposed assigning the Agreement to a proposed joint venture between Redeveloper and Mr. Phillip Gesue (collectively the “Proposed JV”), including the draft Operating Agreement and additional information you have provided to the Agency and our office. Of the specified exemptions in Section 7.03, only exemption 7.03(d), which permits transfers where all obligations of the Redeveloper are assumed by the assignee would appear to be at issue. Assignment of the Agreement to the Proposed JV clearly does not meet this exemption, however, because the transfer is premised on material changes to the existing obligations of Redeveloper and not a complete assumption thereof by the Proposed JV. In particular, Mr. Gesue has previously represented that he can only provide the ten (10) affordable housing units required by the current Agreement, if the Proposed JV receives a \$2.8 million subsidy. Currently, Redeveloper only has a

June Jones
January 3, 2022
Page 2

conditional AHTF grant award from the Division of Community Development (DCD) in the amount of \$2 million. Moreover, Redeveloper's conditional award of the AHTF grant was premised, in part, on the fact that the project was a non-profit community development, "for home or condominium ownership" project. The DCD is not willing to assign the conditional AHTF grant from Redeveloper to the Proposed JV where the project has been changed to a for-profit rental venture. Further, there are several additional terms of the existing Agreement, which were extended to Redeveloper specifically because the intent of the project was to maximize opportunities for affordable home ownership, including, but not necessarily limited to a reduction in purchase price to below fair market value. The Agency would not have made such a concession to a for-profit rental venture and, therefore, assigning this benefit to the Proposed JV is impermissible. The Agency previously informed Redeveloper on October 14, 2021 that the proposed assignment was unacceptable and offered a counter-offer, which the Proposed JV rejected on November 12, 2021.

- Grant Commitment. Section 2.03 of the Agreement obligates Redeveloper to "provide the Agency with written proof of having obtained unconditional grant commitments and/or grant commitments with acceptable conditions sufficient to complete the Project." As stated above, although the Redeveloper currently has a conditional AHTF grant award from the DCD in the amount of \$2 million, the DCD is not willing to assign the conditional AHTF grant from Redeveloper to the Proposed JV where the project has been changed to a for-profit rental venture.
- Uses Specified in Redevelopment Plan. Pursuant to Section 6.02(a) of the Agreement, all uses of the Project Premises must be as specified in the Redevelopment Plan, which does not include a for-profit rental venture.

Pursuant to Section 8.02 of the Agreement, if Redeveloper does not cure or remedy the default identified above within thirty (30) day, it will be in breach of the Agreement and the Agency reserves all legal and equitable remedies at its disposal to enforce its rights under the Agreement.

Regards,

/s/ Eric E. Tomaszewski

Eric E. Tomaszewski

cc: Nicholas J. Cherami, Esq. (via email)
Diana Jeffrey (via email)
Joseph P. Baumann, Jr., Esq. (via email)

Eric E. Tomaszewski, Esq.
ETomaszewski@MSBNJ.com
(973) 622-5162

January 20, 2022

Via Electronic Mail

Ms. June Jones, President
Morris Canal Community Development Corporation
317 Pacific Avenue
Jersey City, New Jersey, 07304
junejones@morriscanalcdc.org

**Re: Proposed Joint Venture
Morris Canal Community Development Corp. and Park Avenue Builders
408-420 Communipaw Ave., Jersey City, NJ / Block 20001, Lots 18-22**

Dear Ms. Jones:

Our office represents the Jersey City Redevelopment Agency (the "Agency") with respect to the Morris Canal Redevelopment Area and the redevelopment of Block 20001, Lots 16, 18-22. The Agency has considered the proposed joint venture between the Morris Canal Community Development Corporation ("MCCDC") and Park Avenue Builders ("PAB") (collectively the "Proposed JV"), including the draft Operating Agreement and additional information you have provided to the Agency and our office. Based on its review of same, the Agency hereby rejects the proposal and finds that MCCDC continues to be in default of the Redevelopment Agreement, dated May 1, 2018 (the "RDA") for the reasons specified in the Notice of Default, dated January 3, 2022.

As indicated in the Agency's prior correspondence, dated October 14, 2021, the public policy goals shared by the Agency and MCCDC in the original project, sought to maximize opportunities for affordable home ownership for moderate income families in the Morris Canal Redevelopment Area. Initially, MCCDC was to construct forty-six (46) moderate income affordable condominium units, or 100% of the total units. This was made possible by a CDBG grant, as well as contributions from the Agency with the understanding of a consistent shared outcome and a non-profit developer.

In 2018, MCCDC asked to reduce their affordable obligation from 100% (46 units) to 20% (10 units). The Agency, with great apprehension, complied. The Agency also made the concession to reduce the purchase price from Fair Market Value (estimated at the time to be \$1.3 million), to \$925,000. The deal terms in the current RDA were negotiated to be deliberately advantageous to MCCDC because it is a non-profit community developer and because MCCDC sought to create affordable home ownership. In the Agency's considered opinion, these

June Jones
January 20, 2022
Page 2

advantageous deal terms would not and should not apply to the Proposed JV, which, as indicated in the Operating Agreement, would share profits from the sale of condominium units with PAB, a for-profit entity. Indeed the Operating Agreement suggest as much as 90% of such profits would flow to PAB.

Moreover, the reduction in the amount of on-site affordable housing from 100% to 20% will cause the City to suffer a HUD recapture of funds (stemming from the original HUD investment). The amount of the recapture will be based on the current fair market value of the property. In other words, the recapture sum will be significant. The proposed change to a for-profit venture does not justify subjecting the City to an HUD recapture.

In addition, the Letter of Intent indicates that the Proposed JV is premised, in part, on MCCDC contributing the conditional AHTF grant award from the Division of Community Development (DCD) in the amount of \$2.1 million. However, the JCRA's understanding is that the DCD, has already determined that MCCDC is not eligible for this grant.

Lastly, the JCRA notes several examples in the Operating Agreement in which PAB is required to compensate MCCDC, to wit: PAB's payment of \$550,000 to MCCDC as part of its Initial Capital Contributions; and PAB agreeing to compensate MCCDC with ownership of one residential or retail unit and complimentary use of a ground floor office space. This constitutes the monetization of MCCDC's redeveloper designation for Agency-owned land, and it must be discouraged as a matter of public policy.

For all the reasons described above, the Agency rejects this proposal.

Regards,

/s/ Eric E. Tomaszewski

Eric E. Tomaszewski

cc: Nicholas J. Cherami, Esq. (via email)
Diana Jeffrey (via email)
Joseph P. Baumann, Jr., Esq. (via email)

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
AUTHORIZING ANY TWO (2) OF THE AGENCY'S FOUR
(4) SIGNATORIES FOR CHECKS UP TO AND INCLUDING
\$10,000**

WHEREAS, the Jersey City Redevelopment Agency makes various bank related transactions requiring four officers of the Agency to have signatory responsibility on behalf of the Agency.

WHEREAS, it is sometimes necessary to produce checks prior to or just after the monthly Board meeting; and

WHEREAS, it would be more reasonable for the Agency to be able to pay invoices up to the amount of \$10,000 with two (2) rather than three (3) signatures; and

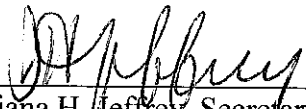
WHEREAS, the two (2) signatories would be any two of the following:

Daniel Rivera, Chairman
Denise Ridley, Vice Chairman
Diana Jeffrey, Executive Director
Christopher Fiore, Assistant Executive Director

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that it hereby authorizes any two (2) of the preceding officers of the Agency to sign any invoices, check, notes, etc. up to and including \$10,000.00

BE IT FURTHER RESOLVED that checks \$10,000 and above will still require three (3) signatures of any the Agency's offices with signatory capabilities

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 February 15, 2022.

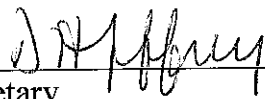

Diana H. Jeffrey, Secretary

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE PERSONNEL LIST AS OF FEBRUARY 15, 2022

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Personnel List as of February 15, 2022

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Personnel List as of February 15, 2022 be approved as presented.


Secretary

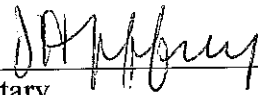
Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners adopted at their Meeting dated February 15, 2022

<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
FEBRUARY 15, 2022**

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

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	2/15/2022	1/17/2022	42	Scaffold Services at 84 Sip Avenue - December	\$1,200.00	\$0.00		\$1,200.00
				Totals for ADVANCED SCAFFOLD SERVICES LLC:	\$1,200.00	\$0.00		\$1,200.00
				1 invoice(s) listed.				
AFLAC								
AFLAC	2/15/2022	1/1/2022	January 2022	Employee Deductions per Payroll	\$898.32	\$0.00		\$898.32
				Totals for AFLAC:	\$898.32	\$0.00		\$898.32
				1 invoice(s) listed.				
ARCHER & GREINER, P.C.								
ARCHER & GREINER, P.C.	2/15/2022	1/17/2022	4239467	Legal Services - LMD #13 Urban Renewal to I	\$5,953.50	\$0.00		\$5,953.50
ARCHER & GREINER, P.C.	2/15/2022	1/7/2022	4239481	Legal Services - 374 Communipaw Ave	\$2,177.50	\$0.00		\$2,177.50
ARCHER & GREINER, P.C.	2/15/2022	1/7/2022	4239477	Legal Services - 379 Communipaw Ave.	\$877.50	\$0.00		\$877.50
ARCHER & GREINER, P.C.	2/15/2022	1/7/2022	4239470	Legal Services - Bates Street Redevelopment	\$15,567.50	\$0.00		\$15,567.50
ARCHER & GREINER, P.C.	2/15/2022	1/7/2022	4239570	Legal Services - 118-128 Monitor Street	\$1,592.50	\$0.00		\$1,592.50
				Totals for ARCHER & GREINER, P.C.:	\$26,168.50	\$0.00		\$26,168.50
				5 invoice(s) listed.				
BROWNFIELD REDEVELOPMENT SOLUTIONS								
BROWNFIELD REDEVELOPMENT S	2/15/2022	12/17/2021	5597	Morris Canal - Greenway EPA Multipurpose C	\$1,693.75	\$0.00		\$1,693.75
BROWNFIELD REDEVELOPMENT S	2/15/2022	12/17/2021	5598	Oversight & Mgmt Services for EPA Revolu	\$300.00	\$0.00		\$300.00
BROWNFIELD REDEVELOPMENT S	2/15/2022	12/17/2021	5599	Oversight & Mgmt Services for EPA Haz. Su	\$275.00	\$0.00		\$275.00
BROWNFIELD REDEVELOPMENT S	2/15/2022	12/17/2021	5600	Oversight & Mgmt Services for EPA Petro. A	\$525.00	\$0.00		\$525.00
BROWNFIELD REDEVELOPMENT S	2/15/2022	12/31/2021	5632	Oversight & Mgmt Services for EPA Petro. A	\$275.00	\$0.00		\$275.00
BROWNFIELD REDEVELOPMENT S	2/15/2022	12/31/2021	5633	Oversight & Mgmt Services for EPA Petro. A	\$525.00	\$0.00		\$525.00
BROWNFIELD REDEVELOPMENT S	2/15/2022	12/31/2021	5634	Oversight & Mgmt Services for EPA Revolu	\$200.00	\$0.00		\$200.00
BROWNFIELD REDEVELOPMENT S	2/15/2022	12/31/2021	5635	Morris Canal - Greenway EPA Multipurpose C	\$1,431.25	\$0.00		\$1,431.25
BROWNFIELD REDEVELOPMENT S	2/15/2022	12/31/2021	5648	Oversight & Mgmt Services - 558 Communip	\$1,130.00	\$0.00		\$1,130.00
BROWNFIELD REDEVELOPMENT S	2/15/2022	12/31/2021	5649	Hudson County Open Space	\$650.00	\$0.00		\$650.00
				Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS:	\$7,005.00	\$0.00		\$7,005.00
				10 invoice(s) listed.				
CASH								
CASH	2/15/2022	2/3/2022	Cash	Replenishment	\$194.34	\$0.00		\$194.34
				Totals for CASH:	\$194.34	\$0.00		\$194.34
				1 invoice(s) listed.				
CHRISTOPHER FIORE								
CHRISTOPHER FIORE	2/15/2022	1/27/2022	INV130200334	Expense Reimbursement - Zoom	\$91.43	\$0.00		\$91.43

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								
COMCAST	2/15/2022	12/26/2021	8499 05 354 4361702	39 Kearney Avenue - Business Internet and Ca	\$494.41	\$0.00		\$494.41
COMCAST	2/15/2022	1/16/2022	8499 05 354 3248876	Internet Service at 665 Ocean Avenue	\$218.68	\$0.00		\$218.68
				Totals for COMCAST: 2 invoice(s) listed.	\$713.09	\$0.00		\$713.09
CRYSTAL POINT CONDOMINIUM ASSOC.								
CRYSTAL POINT CONDOMINIUM A	2/15/2022	1/13/2022	Feb-22	Monthly Maintenance Fee	\$166.56	\$0.00		\$166.56
				Totals for CRYSTAL POINT CONDOMINIUM ASSOC.: 1 invoice(s) listed.	\$166.56	\$0.00		\$166.56
DELTA STORAGE								
DELTA STORAGE	2/15/2022	1/14/2022	Feb -22	Storage Unit - Size: 10x30, Unit #: 1001	\$881.00	\$0.00		\$881.00
DELTA STORAGE	2/15/2022	1/14/2022	Feb -22	Storage Unit - Size: 10x30, Unit #: 1172	\$869.00	\$0.00		\$869.00
				Totals for DELTA STORAGE: 2 invoice(s) listed.	\$1,750.00	\$0.00		\$1,750.00
Economic Problem Solutions, Inc.								
Economic Problem Solutions, Inc.	2/15/2022	1/17/2022	14179	Professional Services - Construction Advisor	\$14,897.00	\$0.00		\$14,897.00
Economic Problem Solutions, Inc.	2/15/2022	1/25/2022	14180	Professional Services - Construction Advisor	\$14,897.00	\$0.00		\$14,897.00
				Totals for Economic Problem Solutions, Inc.: 2 invoice(s) listed.	\$29,794.00	\$0.00		\$29,794.00
ELIZABETH VASQUEZ								
ELIZABETH VASQUEZ	2/15/2022	1/25/2022	January 2022	Aurix Efile - 2021 1099- Misc.	\$65.67	\$0.00		\$65.67
				Totals for ELIZABETH VASQUEZ: 1 invoice(s) listed.	\$65.67	\$0.00		\$65.67
ENGENUITY INFRASTRUCTURE, LLC								
ENGENUITY INFRASTRUCTURE, L	2/15/2022	1/11/2022	JCRA-00030 #2, SI-	Boundary Survey - Berry Lane Park	\$393.00	\$0.00		\$393.00
				Totals for ENGENUITY INFRASTRUCTURE, LLC: 1 invoice(s) listed.	\$393.00	\$0.00		\$393.00
ERIC M. BERNSTEIN & ASSOCIATES, LLC								
ERIC M. BERNSTEIN & ASSOCIATES	2/15/2022	1/2/2022	75192	Legal Services - OPRA	\$35.00	\$0.00		\$35.00

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
GALLAGHER BASSETT SERVICES, INC.								
GALLAGHER BASSETT SERVICES, I	2/15/2022	12/22/2021	1303098	Environmental Services - Country Village - M	\$555.00	\$0.00		\$555.00
				Totals for GALLAGHER BASSETT SERVICES, INC.:	\$555.00	\$0.00		\$555.00
				1 invoice(s) listed.				
GANN LAW BOOKS								
GANN LAW BOOKS	2/15/2022	1/20/2022	Cus#055993-0	Legal Publication -2021 NJ Title 40A	\$210.00	\$0.00		\$210.00
				Totals for GANN LAW BOOKS:	\$210.00	\$0.00		\$210.00
				1 invoice(s) listed.				
HUDSON COUNTY REGISTER								
HUDSON COUNTY REGISTER	2/15/2022	1/10/2022	196616	Recording Fee -262 Johnston - RDA	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	2/15/2022	1/19/2022	215716	Recording Fee - 46 Seaview Ave. - Lis Pendes	\$28.00	\$0.00		\$28.00
HUDSON COUNTY REGISTER	2/15/2022	1/18/2022	215871	Recording Fee- 374-380 Communipaw- RDA	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	2/15/2022	1/18/2022	215889	Recording Fee - 185 Bidwell Ave. Lis Pendes	\$28.00	\$0.00		\$28.00
HUDSON COUNTY REGISTER	2/15/2022	1/18/2022	215880	Recording Fee - Laurel Saddlewood Holdings	\$33.00	\$0.00		\$33.00
				Totals for HUDSON COUNTY REGISTER:	\$155.00	\$0.00		\$155.00
				5 invoice(s) listed.				
JC MUNICIPAL UTILITIES AUTHORITY								
JC MUNICIPAL UTILITIES AUTHORI	2/15/2022	1/10/2022	30309320562951	Water & Sewer - 25 Journal Sq. 30309320562	\$265.40	\$0.00		\$265.40
				Totals for JC MUNICIPAL UTILITIES AUTHORITY:	\$265.40	\$0.00		\$265.40
				1 invoice(s) listed.				
Jersey City Municipal Court								
Jersey City Municipal Court	2/15/2022	2/1/2022	Ticket##210783	Parking Ticket -210783 (Lebron Collins) 66 Y	\$60.00	\$0.00		\$60.00
				Totals for Jersey City Municipal Court:	\$60.00	\$0.00		\$60.00
				1 invoice(s) listed.				
KINNEY LISOVICZ REILLY & WOLFF PC								
KINNEY LISOVICZ REILLY & WOLF	2/15/2022	1/11/2022	23820	Legal Services - JCRA v Crazy Greek	\$2,065.00	\$0.00		\$2,065.00
KINNEY LISOVICZ REILLY & WOLF	2/15/2022	1/11/2022	23822	Legal Services - JCRA v Urban League	\$1,400.00	\$0.00		\$1,400.00
KINNEY LISOVICZ REILLY & WOLF	2/15/2022	1/11/2022	23823	Legal Services - Insurance Issues	\$595.00	\$0.00		\$595.00
KINNEY LISOVICZ REILLY & WOLF	2/15/2022	1/11/2022	23824	Legal Services - 665 Ocean - Kevin Baskin	\$630.00	\$0.00		\$630.00
KINNEY LISOVICZ REILLY & WOLF	2/15/2022	1/11/2022	23825	Legal Services - 287 Pine Street	\$70.00	\$0.00		\$70.00
KINNEY LISOVICZ REILLY & WOLF	2/15/2022	1/11/2022	23826	Legal Services - B.L.E.S.C. Housing Group	\$350.00	\$0.00		\$350.00
KINNEY LISOVICZ REILLY & WOLF	2/15/2022	1/11/2022	23827	Legal Services - 418 MLK/Miguel Velez	\$210.00	\$0.00		\$210.00
KINNEY LISOVICZ REILLY & WOLF	2/15/2022	1/11/2022	23828	Legal Services - Chapel Ave.	\$122.50	\$0.00		\$122.50

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
MARIA E. AGUILAR-AMBROSSI								
MARIA E. AGUILAR-AMBROSSI	2/15/2022	12/29/2021	December 2021	Legal Advertisement - Newspaper Media	\$132.00	\$0.00		\$132.00
Totals for MARIA E. AGUILAR-AMBROSSI: 1 invoice(s) listed.					\$132.00	\$0.00		\$132.00
MCMANIMON, SCOTLAND & BAUMANN, LLC								
MCMANIMON, SCOTLAND & BAU	2/15/2022	1/21/2022	187788	Legal Services- Loew's Theater	\$14,070.03	\$0.00		\$14,070.03
MCMANIMON, SCOTLAND & BAU	2/15/2022	1/21/2022	187789	Legal Services - 125 Monitor Street	\$9,586.46	\$0.00		\$9,586.46
MCMANIMON, SCOTLAND & BAU	2/15/2022	1/21/2022	187790	Legal Services - 25 Patridge	\$6,664.60	\$0.00		\$6,664.60
MCMANIMON, SCOTLAND & BAU	2/15/2022	1/21/2022	187794	Legal Services - 8 Acoma matter	\$4,387.50	\$0.00		\$4,387.50
MCMANIMON, SCOTLAND & BAU	2/15/2022	1/21/2022	187797	Legal Services - Hampshire	\$3,737.50	\$0.00		\$3,737.50
MCMANIMON, SCOTLAND & BAU	2/15/2022	1/21/2022	187799	Legal Services - Laurel/Saddlewood	\$5,357.83	\$0.00		\$5,357.83
MCMANIMON, SCOTLAND & BAU	2/15/2022	1/21/2022	187800	Legal Services - Novus Equities	\$1,024.00	\$0.00		\$1,024.00
MCMANIMON, SCOTLAND & BAU	2/15/2022	1/21/2022	187801	Legal Services - General Counsel	\$11,260.66	\$0.00		\$11,260.66
MCMANIMON, SCOTLAND & BAU	2/15/2022	1/21/2022	187804	Legal Services- 311 Washington Condos	\$2,047.50	\$0.00		\$2,047.50
MCMANIMON, SCOTLAND & BAU	2/15/2022	1/21/2022	187806	Legal Services - Linden Ave. Industrial	\$822.50	\$0.00		\$822.50
MCMANIMON, SCOTLAND & BAU	2/15/2022	1/21/2022	187807	Legal Services - Lafayette Park Redevelopment	\$995.32	\$0.00		\$995.32
MCMANIMON, SCOTLAND & BAU	2/15/2022	1/21/2022	187808	Legal Services - Bayfront - Pennrose/Omni	\$4,788.00	\$0.00		\$4,788.00
MCMANIMON, SCOTLAND & BAU	2/15/2022	1/21/2022	187809	Legal Services - Bayfront - BRP Development	\$6,500.00	\$0.00		\$6,500.00
MCMANIMON, SCOTLAND & BAU	2/15/2022	1/21/2022	187811	Legal Service - 4 Mercer Street	\$407.50	\$0.00		\$407.50
MCMANIMON, SCOTLAND & BAU	2/15/2022	1/21/2022	187812	Legal Services - Wonder Bagel Lease	\$2,777.50	\$0.00		\$2,777.50
MCMANIMON, SCOTLAND & BAU	2/15/2022	1/21/2022	187813	Legal Services - Ortiz v Jersey City & JCRA	\$2,467.50	\$0.00		\$2,467.50
MCMANIMON, SCOTLAND & BAU	2/15/2022	1/21/2021	187869	REVISED: Legal Services- 500 Summit	\$3,127.00	\$0.00		\$3,127.00
Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC: 17 invoice(s) listed.					\$80,021.40	\$0.00		\$80,021.40
METLIFE								
METLIFE	2/15/2022	2/1/2022	March 2022	Employer I.D. #03639 - Deferred Salary/Per P	\$300.00	\$0.00		\$300.00
METLIFE	2/15/2022	2/1/2022	March 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
PITNEY BOWES CREDIT CORPORATIO								
PITNEY BOWES CREDIT CORPORAT	2/15/2022	1/9/2022	8000-9090-1032-112	Postage Machine - Supplies	\$19.54	\$0.00		\$19.54
Totals for PITNEY BOWES CREDIT CORPORATIO: 1 invoice(s) listed.					\$19.54	\$0.00		\$19.54
PUBLIC SERVICE ELECTRIC & GAS								
PUBLIC SERVICE ELECTRIC & GAS	2/15/2022	1/14/2022	42-497-031-18	Gas & Electric - 25 Journal Square	\$5,161.49	\$0.00		\$5,161.49

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
PUBLIC SERVICE ELECTRIC & GAS	2/15/2022	1/14/2022	72-357-631-08	Gas & Electric - 292 MLK Dr - Floor 1	\$46.85	\$0.00		\$46.85
PUBLIC SERVICE ELECTRIC & GAS	2/15/2022	1/14/2022	72-357-632-05	Gas & Electric - 292 MLK Dr - Floor 2	\$43.85	\$0.00		\$43.85
PUBLIC SERVICE ELECTRIC & GAS	2/15/2022	1/21/2022	72-729-980-08	Gas & Electric - 665 Ocean Avenue - Office B	\$479.91	\$0.00		\$479.91
PUBLIC SERVICE ELECTRIC & GAS	2/15/2022	1/20/2022	70-455-651-00	Gas & Electric - 405 Ocean Ave - HSE	\$4.97	\$0.00		\$4.97
PUBLIC SERVICE ELECTRIC & GAS	2/15/2022	1/21/2022	72-729-971-09	Gas & Electric - 665 Ocean Avenue - Apt. 2A	\$127.94	\$0.00		\$127.94
PUBLIC SERVICE ELECTRIC & GAS	2/15/2022	1/21/2022	72-729-972-06	Gas & Electric - 665 Ocean Avenue - Apt. 2B	\$83.73	\$0.00		\$83.73
PUBLIC SERVICE ELECTRIC & GAS	2/15/2022	1/22/2022	72-729-973-03	Gas & Electric - 665 Ocean Avenue - Apt. 2C	\$57.67	\$0.00		\$57.67
PUBLIC SERVICE ELECTRIC & GAS	2/15/2022	1/22/2022	72-729-974-00	Gas & Electric - 665 Ocean Avenue - Apt. 2D	\$62.84	\$0.00		\$62.84
PUBLIC SERVICE ELECTRIC & GAS	2/15/2022	1/21/2022	72-729-975-08	Gas & Electric - 665 Ocean Avenue - Apt. 3A	\$71.18	\$0.00		\$71.18
PUBLIC SERVICE ELECTRIC & GAS	2/15/2022	1/21/2022	72-729-976-05	Gas & Electric - 665 Ocean Avenue - Apt. 3B	\$58.34	\$0.00		\$58.34
PUBLIC SERVICE ELECTRIC & GAS	2/15/2022	1/21/2022	72-729-977-02	Gas & Electric - 665 Ocean Avenue - Apt. 3C	\$36.19	\$0.00		\$36.19
PUBLIC SERVICE ELECTRIC & GAS	2/15/2022	1/21/2022	72-729-978-18	Gas & Electric - 665 Ocean Avenue - Apt. 3D	\$46.30	\$0.00		\$46.30
PUBLIC SERVICE ELECTRIC & GAS	2/15/2022	1/24/2022	75-202-754-18	Gas & Electric - 1 Berry Ln Fld HSE 2	\$438.82	\$0.00		\$438.82
PUBLIC SERVICE ELECTRIC & GAS	2/15/2022	1/21/2022	72-729-979-07	Gas & Electric - 665 Ocean Avenue -Office A	\$74.08	\$0.00		\$74.08
Totals for PUBLIC SERVICE ELECTRIC & GAS:					\$6,814.16	\$0.00		\$6,814.16
15 Invoice(s) listed.								
READY REFRESH								
READY REFRESH	2/15/2022	1/31/2022	Jan -Feb 2022	H/C Water Dispenser	\$159.80	\$0.00		\$159.80
Totals for READY REFRESH:					\$159.80	\$0.00		\$159.80
1 Invoice(s) listed.								
SAMUEL OMAR CAMPBELL								
SAMUEL OMAR CAMPBELL	2/15/2022	1/14/2022	54	Privacy Fence Screen Repair- Various Location	\$3,337.50	\$0.00		\$3,337.50
Totals for SAMUEL OMAR CAMPBELL:					\$3,337.50	\$0.00		\$3,337.50
1 Invoice(s) listed.								
Silagy Contracting, LLC.								
Silagy Contracting, LLC.	2/15/2022	1/27/2022	12139	Snow Plowing Services -Various Locations - 0	\$3,030.00	\$0.00		\$3,030.00
Silagy Contracting, LLC.	2/15/2022	1/27/2022	12141	Snow Plow & Salt Services -Various Locatio	\$1,750.00	\$0.00		\$1,750.00
Silagy Contracting, LLC.	2/15/2022	1/14/2022	12123	Snow Plowing Services -Various Locations - 0	\$9,610.00	\$0.00		\$9,610.00
Silagy Contracting, LLC.	2/15/2022	1/14/2022	12124	Snow Plowing Services -Various Locations - 1	\$2,880.00	\$0.00		\$2,880.00
Silagy Contracting, LLC.	2/15/2022	1/6/2022	12029	Snow Plowing Services -Various Locations - 1	\$2,880.00	\$0.00		\$2,880.00
Silagy Contracting, LLC.	2/15/2022	1/27/2022	12140	Snow Plow & Salt Services -Various Locatio	\$3,030.00	\$0.00		\$3,030.00
Silagy Contracting, LLC.	2/15/2022	1/27/2022	12142	Snow Plow & Salt Services -Various Locatio	\$3,030.00	\$0.00		\$3,030.00
Silagy Contracting, LLC.	2/15/2022	1/27/2022	12139	Snow Plowing Services -Various Locations - 0	\$3,030.00	\$0.00		\$3,030.00
Silagy Contracting, LLC.	2/15/2022	1/27/2022	12141	Snow Plow & Salt Services -Various Locatio	\$1,750.00	\$0.00		\$1,750.00
Silagy Contracting, LLC.	2/15/2022	1/27/2022	12140	Snow Plow & Salt Services -Various Locatio	\$3,030.00	\$0.00		\$3,030.00
Silagy Contracting, LLC.	2/15/2022	1/27/2022	12142	Snow Plow & Salt Services -Various Locatio	\$3,030.00	\$0.00		\$3,030.00
Totals for Silagy Contracting, LLC.:					\$37,050.00	\$0.00		\$37,050.00
11 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
STAPLES CREDIT PLAN								
STAPLES CREDIT PLAN	2/15/2022	1/5/2022	2962838301	Office Supplies	\$491.82	\$0.00		\$491.82
				Totals for STAPLES CREDIT PLAN: 1 invoice(s) listed.	\$491.82	\$0.00		\$491.82
TOSHIBA FINANCIAL SERVICES								
TOSHIBA FINANCIAL SERVICES	2/15/2022	1/6/2022	January 2022	Payment for Copier Lease - January	\$1,381.99	\$0.00		\$1,381.99
				Totals for TOSHIBA FINANCIAL SERVICES: 1 invoice(s) listed.	\$1,381.99	\$0.00		\$1,381.99
TREASURER - STATE OF NEW JERSEY								
TREASURER - STATE OF NEW JER	2/15/2022	12/26/2021	211990170	Site Remediation - Permit Fee - 1 Berry Road	\$660.00	\$0.00		\$660.00
				Totals for TREASURER - STATE OF NEW JERSEY: 1 invoice(s) listed.	\$660.00	\$0.00		\$660.00
W. B. MASON CO., INC.								
W. B. MASON CO., INC.	2/15/2022	1/11/2022	226570407	Office Supplies	\$32.43	\$0.00		\$32.43
				Totals for W. B. MASON CO., INC.: 1 invoice(s) listed.	\$32.43	\$0.00		\$32.43
XEROX CORPORATION								
XEROX CORPORATION	2/15/2022	2/1/2022	January 2022	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:					\$206,054.72	\$0.00		\$206,054.72

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 (2/15/2022)
Include all Post Statuses
Include all Invoices
Include all Vendors
Include these Banks: Provident Checking
Include all Invoice Attributes
Include all Vendor Attributes

Jersey City Redevelopment Agency

Cash Requirements Report

INVESTORS BANK

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
CME ASSOCIATES								
CME ASSOCIATES	2/15/2022	1/14/2022	0296298	Engineering Services - Bayfront Redevelopment	\$16,544.15	\$0.00		\$16,544.15
				Totals for CME ASSOCIATES:	\$16,544.15	\$0.00		\$16,544.15
JOSEPH M. SANZARI, INC.								
JOSEPH M. SANZARI, INC.	2/15/2022	1/25/2022	Application No. 8	Construction - Bayfront Redevelopment- Pha	\$102,399.00	\$0.00		\$102,399.00
				Totals for JOSEPH M. SANZARI, INC.:	\$102,399.00	\$0.00		\$102,399.00
MCMANIMON, SCOTLAND & BAUMANN, LLC								
MCMANIMON, SCOTLAND & BAUMANN, LLC	2/15/2022	1/21/2022	187795	Legal Services - Bayfront/Honeywell	\$14,728.21	\$0.00		\$14,728.21
				Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:	\$14,728.21	\$0.00		\$14,728.21
POTOMAC-HUDSON ENVIRONMENTAL I								
POTOMAC-HUDSON ENVIRONMEN	2/15/2022	1/8/2022	21.627.22	Environmental Services - Bayfront	\$3,015.00	\$0.00		\$3,015.00
				Totals for POTOMAC-HUDSON ENVIRONMENTAL I:	\$3,015.00	\$0.00		\$3,015.00
SWA/Balsley Landscape Architects								
SWA/Balsley Landscape Architects	2/15/2022	1/17/2022	1133	Professional Landscape/Architectural Svcs- Bz	\$10,000.00	\$0.00		\$10,000.00
				Totals for SWA/Balsley Landscape Architects:	\$10,000.00	\$0.00		\$10,000.00
GRAND TOTALS:					\$146,686.36	\$0.00		\$146,686.36

Jersey City Redevelopment Agency
Cash Requirements Report
INVESTORS BANK

Report name: Invoice Due Today-INVESTORS
Show invoices open as of today
Do not include invoices scheduled to be generated
Calculate discounts as of today
Include all invoice dates
Include all post dates
Include these due dates: Today (2/15/2022)
Include all Post Statuses
Include all Invoices
Include all Vendors
Include these Banks: Investors - Bayfront
Include all Invoice Attributes
Include all Vendor Attributes

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AMENDING CONTRACT NO. 21-12-CJ10 WITH LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC. FOR 3D LASER SCAN AND SURVEYING SERVICES, FOR THE PROPERTY LOCATED AT BLOCK 9501, LOT 22, COMMONLY KNOWN AS 84 SIP AVENUE/25 JOURNAL SQUARE, ALSO KNOWN AS 25 PATHSIDE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

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

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

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

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

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

WHEREAS, the Agency and the City have entered into a Memorandum of Understanding with the City and the Centre national d’art et de culture Georges Pompidou as the cultural partner for the redevelopment of the Pathside Building in order to design and renovate the Pathside Building and prepare it to be used as a cultural hub with uses potentially including, but not limited to, a museum, gallery, studio, educational and event space, café, restaurant and/or museum shop (the “**Pathside Museum Project**”); and

WHEREAS, in order to undertake the Pathside Museum Project, the Agency determined it has a need for scanning and surveying services for the Property (collectively, the “**Scanning and Surveying 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, on December 21, 2021, in accordance with Resolution No. 21-12-15, the Agency was authorized to enter into Contract No. 21-12-CJ10 with Langan Engineering and Environmental Services, Inc. (“**Langan**”) for the Scanning and Surveying Services (“**2021 Contract**”); and

WHEREAS, it is necessary to increase the amount of the 2021 Contract to permit Langan to perform additional Scanning and Surveying Services (“**Additional Services**”) and Langan will do so for an amount not to exceed an additional Three Thousand Five Hundred Dollars (\$3,500); and

WHEREAS, the Agency certifies it has funds available for the Scanning and Surveying Services and the Additional Services; and

WHEREAS, the Agency desires to amend the 2021 Contract to authorize Langan to perform the Additional Services; and

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

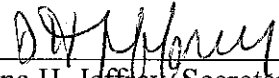
Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. The Board of Commissioners hereby authorizes and amendment to the 2021 Contract to permit Langan to perform the Additional Services for which it will be paid an amount not to exceed an additional Three Thousand Five Hundred Dollars (\$3,500), and such that the total revised 2021 Contract amount is Sixty-Eight Thousand Dollars (\$68,000.00), payable in accordance with the rates set forth in Langan’s proposal, a copy of which is on file with the Agency. Except as expressly authorized herein, all other terms and conditions of the 2021 Contract shall remain unchanged and in full force and effect.

Section 3. The Chair, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to execute and deliver a first amendment to the 2021 Contract, and to execute any and all other documents necessary to effectuate this Resolution, in consultation with counsel, all in accordance with 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 on February 15, 2022.


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 THE SALE OF UNITS LOCATED AT 311 WASHINGTON STREET, IDENTIFIED AS BLOCK 11612, LOT 2, QUALIFIER C0202, KNOWN AS UNIT 2B, BLOCK 11612, LOT 2, QUALIFIER C0203, KNOWN AS UNIT 2C, BLOCK 11612, LOT 2, QUALIFIER C0207, KNOWN AS UNIT 2G, AND AUTHORIZING THE ADDITION OF ANOTHER BUYER TO THE SALE OF 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 C0202, known as Unit 2B (“**Unit 2B**”) of Five Hundred Thousand Dollars (\$500,000) from Fionnuala Delahunty and Andrew McMurray (“**Unit 2B Buyers**”); and

WHEREAS, the Agency has received an offer for Block 11612, Lot 2, Qualifier C0203, known as Unit 2C (“**Unit 2C**”) of Five Hundred Twenty-Five Thousand Dollars (\$525,000) from JRD Partners LLC (“**Unit 2C Buyer**”); and

WHEREAS, the Agency has received an offer for Block 11612, Lot 2, Qualifier C0207, known as Unit 2G ("**Unit 2G**") of Five Hundred Twenty Thousand Dollars (\$520,000) from Chris Condon ("**Unit 2G Buyer**"); and

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

WHEREAS, the Agency has received a request to add an additional buyer, Deepak Munjal, to the approved offer for Block 11612, Lot 2, Qualifier C0204, known as Unit 2D ("**Unit 2D**") with no change to the purchase price of Five Hundred Thousand Dollars (\$500,000) from Resolution No. 22-01-11; and

WHEREAS, the buyers of Unit 2D ("**Unit 2D Buyers**") are now Rachi Girdhar and Deepak Munjal; 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 2B to the Unit 2B Buyers 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 2B Buyers 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 2B. 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 2C to the Unit 2C 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 2C 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 2C. 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 Board of Commissioners hereby approves the sale of Unit 2G to the Unit 2G Buyer for Five Hundred Twenty Thousand Dollars (\$520,000), 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 2G 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 2G. 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 5. The Board of Commissioners hereby approves the addition of another buyer, Deepak Munjal, to the Contract of Sale for the sale of Unit 2D to the Unit 2D Buyers 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 Buyers 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.

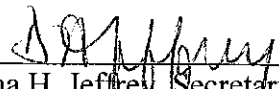
Section 6. The Chair, Vice Chair, Executive Director, Secretary and other necessary Agency Officials and professionals are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby and to take such actions or refrain 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 7. 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 8. 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 9. 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 February 15, 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	✓			