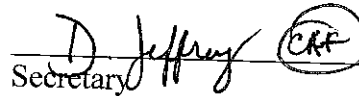


**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING THE MINUTES OF THE REGULAR REMOTE  
PUBLIC MEETING OF FEBRUARY 15, 2022**

**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.

 (CRF)  
Secretary

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

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  
APPROVING THE MINUTES OF EXECUTIVE SESSION OF  
THE REGULAR REMOTE PUBLIC MEETING FEBRUARY  
15, 2022**

**WHEREAS**, the Board of Commissioners approved going into closed session at their meeting of February 15, 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 Meeting of February 15, 2022 be approved as presented.

*D. Jeffrey*   
Secretary

**Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their meeting dated March 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	✓			
Erma D. Greene				✓
Victor Negron, Jr.	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A CONTRACT WITH CONSOLIDATED STEEL AND ALUMINUM FENCE CO., INC. FOR FENCING SERVICES AT ALL AGENCY OWNED PROPERTIES WITHIN ALL PROJECT AREAS**

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

**WHEREAS**, in furtherance of the goals and objectives of the Redevelopment Law, the Agency from time to time requires various services in connection with its ownership of properties throughout the City; and

**WHEREAS**, the Agency desires to obtain fencing services at Agency-owned properties (the "**Services**"); and

**WHEREAS**, pursuant to *N.J.S.A. 40A:11-12(a)* and *N.J.A.C. 5:34-7.29(c)*, the Agency may by resolution and without advertising for bids, purchase any goods or services under any contract or contracts for such goods or services entered into on behalf of the State by the Division of Purchasing and Property in the Department of Treasury; and

**WHEREAS**, Consolidated Steel and Aluminum Fence Co., Inc. ("**Consolidated**") submitted a quote to the Agency dated March 3, 2022 (the "**Quote**") to provide the Services, a copy of which is on file with the Agency, in accordance with a State Contract Consolidated has with the State under Solicitation #15-X-23065, Change Order #8 (Amendment #5) T0640 (the "**State Contract**"); and

**WHEREAS**, having reviewed the Quote, the Agency has determined that Consolidated possesses the requisite expertise and skilled personnel required to perform the Services and that, in consideration of all factors, awarding a contract to Consolidated in accordance with the Quote will be cost-efficient and appropriate; and

**WHEREAS**, the Agency desires to enter into a contract with Consolidated (the "**Contract**") to perform the Services at any Agency-owned property, as directed by the Agency, for a total amount not to exceed One Hundred Thousand Dollars (\$100,000) to be paid in accordance with the rates set forth in the Quote and pursuant to and in accordance with the terms and conditions of the State Contract; 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.

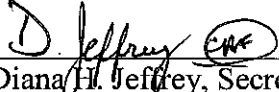
**Section 2.** The Board of Commissioners hereby awards a Contract for the Services to Consolidated pursuant to State Contract No. Solicitation #15-X-23065, Change Order #8

(Amendment #5) T0640, payable at the rates set forth in the Quote, for a not to exceed amount of One Hundred Thousand Dollars (\$100,000) and for a term to expire on October 31, 2022, which term may be extended as permitted by the State Contract and applicable law.

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

**Section 4.** This Resolution shall take effect immediately.

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of March 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 A SECOND AMENDMENT TO CONTRACT 19-05-MPN12 WITH CME ASSOCIATES FOR ADDITIONAL ENGINEERING SERVICES IN THE BAYFRONT I REDEVELOPMENT AREA**

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

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

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

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

**WHEREAS**, on May 21, 2019 the Board of Commissioners of the Agency approved Resolution No. 19-05-5 authorizing Contract No. 19-05-MPN12 ("**Contract**") with CME Associates ("**CME**") to provide the Engineering Services, which was subsequently reauthorized and amended by Resolution No. 20-05-3 adopted on May 19, 2020, and again by Resolution No. 21-05-05 adopted May 18, 2021 in accordance with the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*; and

**WHEREAS**, CME's performance of the Engineering Services includes preparation, submission and revision of Open Space Design Standards ("**OSDS**") conformance drawings, including but not limited to coordination with a sub-consultant to evaluate the effect of the placement of additional soil fill on the performance of the underlying geomembrane cover in the Redevelopment Area; and

**WHEREAS**, by Resolution 21-10-08 adopted October 19, 2021, the Agency amended the Contract to include the performance of additional OSDS revisions and to reflect an additional amount not to exceed \$15,762.00, for an amended total Contract amount not to exceed \$783,077.85 (the "**First Amendment**"); and

**WHEREAS**, CME submitted that certain proposal dated February 15, 2022, a copy of which is on file with the Agency (the "**Proposal**"), addressing the performance of out of scope tasks that CME has been directed to complete as part of the Contract, including applying for permits from New Jersey Department of Environmental Protection and United States Army Corp of Engineers, revising project plan and specifications, and undertaking a cultural resources survey (collectively, the "**Out of Scope Tasks**"); and

**WHEREAS**, the Agency desires to memorialize the above in an amendment to the Contract (the "**Second Amendment**") to include the performance of the Out of Scope Tasks and to amend the Contract to reflect an additional amount not to exceed \$37,023.05, payable in accordance with the cost breakdown set forth in the Proposal, which changes shall be incorporated into an amendment to the Contract; and

**WHEREAS**, except as expressly authorized herein, all other terms and conditions of the Contract shall remain the same; and

**WHEREAS**, the Agency has sufficient funds available to satisfy the obligations set forth herein.

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

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

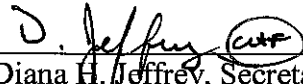
**Section 2.** The Board of Commissioners hereby authorizes the Second Amendment to the Contract, which shall amend the scope of work of the Contract to include the performance of the Out of Scope Tasks and shall increase the Contract amount by an additional amount not to exceed \$37,023.05, which amount shall be payable in accordance with the cost breakdown set forth in the Proposal, for an amended total Contract amount not to exceed \$820,100.90.

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

**Section 4.** The Agency shall publish notice of the award of the Second Amendment in a newspaper of general circulation in accordance with *N.J.S.A. 40A:11-5(1)(a)(i)*.

**Section 5.** This Resolution shall take effect immediately.

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

  
Diana G. Jeffrey, Secretary

<b>RECORD OF COMMISSIONERS VOTE</b>				
<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	✓			



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

February 15, 2022

**SENT VIA EMAIL [DJeffrey@jcnj.org]**

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

Attn: Diana H. Jeffrey  
Executive Director

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

Dear Ms. Jeffrey:

We have prepared the following proposal to address out of scope tasks that our office has been directed to complete as part of the above referenced project. Please find below a description and our estimated cost to complete same.

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

**- New Jersey Department of Environmental Protection ("NJDEP") and United States Army Corp of Engineers ("USACE") Permits**

(Our office submitted and received a modification approval of the previously issued NJDEP Waterfront Development Upland Individual Permit and Flood Hazard Area Individual Permit (LUR File No.: 0906-12-0007.3 WFD 200001, FHA 200001). The original permit, dated July 10, 2017, authorized the "construction of internal infrastructure such as street network, park/open space areas, stormwater management facilities, and block configuration". The proposed modification consists of a reduction in project scope and modification to the stormwater management design. The permit modification approval includes a condition stating, "Prior to the construction of any work below the mean high water line, the permittee shall receive authorization under a Waterfront Development In-water Individual Permit."

Because this portion of the Hackensack River is tidally influenced, both the NJDEP and the USACE have jurisdiction over the bank stabilization and stormwater outfall reconstruction. Each of their respective regulatory requirements is discussed below.

**NJDEP**

**Coastal Zone Management Rules:**

Construction of the proposed stormwater outfall will require an approval for both an In-water Waterfront Development (for the work below the mean high water elevation) and an Upland Waterfront Development permit (for the installation between the mean high water line and a point 500 feet from that elevation), as described within the NJDEP's Waterfront Development Rules (found at NJAC 7:7).



To: Ms. Jeffrey  
February 15, 2022  
Page 2

As the upland portion of this project was already permitted (LUR File No.: 0906-12-0007.3), only the In-water Waterfront Development permit needs to be submitted to the NJDEP for approval.

Freshwater Wetlands Protection Act Rules:

In addition, a freshwater wetlands general permit #11 (as found at NJAC 7:7A-7.11) may be required if there are wetlands along the shoreline of the cove of the Hackensack River. CME Associates ("CME") environmental personnel will conduct a site visit to determine if there are any freshwater wetlands on site. If identified, CME will field delineate the wetlands in the project area, utilizing methodologies outlined in the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (1989), as required by the NJDEP under the Freshwater Wetlands Protection Act regulations.

In terms of the regulatory agency review periods, the NJDEP has ninety (90) days to review the Waterfront Development permit applications, once they have been deemed administratively complete. As part of the initial review process, the NJDEP reviews all aspects of the design and how it conforms to the regulations. In general, NJDEP will take between six (6) and eight (8) months to review the application and issue the permit.

#### **USACE**

Lastly, the construction will also require an approval for USACE, Nationwide Permit #7, as the outfall may be constructed within freshwater wetlands, and below the mean high water line. The USACE does not have required permit review timeframes, but they do have to wait until the NJDEP issues their permits as a means of demonstrating Coastal Zone Management consistency.

The NJDEP permit process requires a brief environmental compliance report, notification to property owners within two hundred (200) feet of the Site and to the City Planning Board, Construction Official and Environmental Commission, and to the Hudson County Planning Board, informing them of the application. This type of application typically takes between six (6) and eight (8) months for NJDEP review and approval. The USACE will issue their permit after the NJDEP permit issuance, because the Corps needs proof the project is in conformance with the State's Coastal Zone Management policies. CME's Environmental Professionals have worked closely with both the NJDEP and USACE, and have favorable working relationships with their case managers. We believe this will help facilitate a timely review.

This task includes the NJDEP permit application fee [\$3,000.00], site visit to determine if there are any freshwater wetlands on site, and the preparation of the NJDEP and USACE applications.);

- **Project Plan and Specification Revisions**

(Because this portion of the Hackensack River is tidally influenced, both the NJDEP and the USACE have jurisdiction over the bank stabilization and stormwater outfall reconstruction. This task includes project plan and specification revisions to incorporate the NJDEP and USACE permit approvals.);

- **Cultural Resources**

(A Stage 1A Cultural Resources Survey was requested by the NJDEP. This task includes a revised proposal [\$399.05], since it had been six (6) months since the original submission, for the services of our sub-consultant to perform the Cultural Resources Survey as requested by the NJDEP.).

The following will be billed as reimbursable expenses with an estimated cost of \$3,399.05:

- NJDEP Permit Application Fee (\$3,000.00);
- Cultural Resources Sub-Consultant (\$399.05).

Accordingly, we respectfully submit the following Professional Engineering Services cost estimates for continuation of the remaining design items/tasks for the above referenced project:





To: Ms. Jeffrey  
February 15, 2022  
Page 3

<u>Remaining Design Items/Tasks to be Completed</u>	
NJDEP and USACE Permits (Permitting Strategy and	
Application, includes reimbursable expenses) .....	\$ 25,840.00
Project Plan and Specification Revisions (Site Engineering) ...	\$ 10,784.00
Cultural Resources (Sanitary and Water, includes	
reimbursable expenses).....	\$ 399.05
Sub-Total:	\$ 37,023.05

Our office recommends an amendment of our contract, as our office continues with the design phase services for this project. Should additional submissions or out of scope tasks be requested, any overages and extra hours will be billed per our hourly rate schedule.

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

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

Very truly yours,

CME Associates

David J. Samuel, PE  
Managing Partner

DJS/RJR/RER

Enclosure(s)

cc: Christopher Fiore, Assistant Executive Director, JCRA, SENT VIA EMAIL [FioreC@jcnj.org]  
Victoria Bonners, Assistant Project Manager, JCRA, SENT VIA EMAIL [VBonners@jcnj.org]  
Glenn Stock, Stock Development Group, Inc., SENT VIA EMAIL [GStock@stockdevgroup.com]



	Labor	Sub-Consultants	Reimb. Expenses	Total
Phase 16002:ATTEND PROJECT MEETINGS	\$0.00	\$0.00	\$0.00	\$0.00
Phase 42001:PERMITTING STRATEGY AND APPLICATION	\$22,840.00	\$0.00	\$3,000.00	\$25,840.00
Phase 55002:SITE ENGINEERING	\$10,784.00	\$0.00	\$0.00	\$10,784.00
Phase 55003:SANITARY AND WATER	\$0.00	\$399.05	\$0.00	\$399.05
Phase 55004:LANDSCAPE DESIGN	\$0.00	\$0.00	\$0.00	\$0.00
Phase 55005:LIGHTING DESIGN	\$0.00	\$0.00	\$0.00	\$0.00
Phase 78001:GEOTECHNICAL SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$33,624.00	\$399.05	\$3,000.00	\$37,023.05

CME ASSOCIATES 3141 BORDENTOWN AVE PARLIN, NJ 08859		PJC00503.01 BAYFRONT REDEVELOPMENT PROJECT New Jersey Department of Environmental Protection ("NJDEP") Waterfront Development In-water Individual Permit, United States Army Corp of Engineers ("USACE") Nationwide Permit #7, and Cultural Resources							
DESCRIPTION	PROJECT LEADER	PROFESSIONAL ENGINEER	DESIGN ENGINEER	SENIOR ENGINEERING TECHNICIAN	ENVIRONMENTAL TECHNICIAN	SUB-CONSULTANTS (SEE NOTES)	REIMBURSABLE EXPENSES (SEE NOTES)	TOTAL	
Phase 42001: PERMITTING STRATEGY AND APPLICATION									
1. NJDEP and USACE Permits. (See Notes)	32	25	10	16	72		\$ 3,000.00	155	
TOTAL HOURS	32	25	10	16	72	\$ -	\$ 3,000.00	155	
AUTH2IN	\$ 189.00	\$ 188.00	\$ 174.00	\$ 161.00	\$ 108.00	1.15	1.00		
TOTAL	\$ 6,048.00	\$ 4,700.00	\$ 1,740.00	\$ 2,576.00	\$ 7,776.00	-	\$ 3,000.00	\$ 25,840.00	
TRAVEL HOURS									
								\$ 25,840.00	

# NOTES

1. CME Associates ("CME") submitted and received a modification approval of the previously issued New Jersey Department of Environmental Protection ("NJDEP") Waterfront Development Upland Individual Permit and Flood Hazard Area Individual Permit (LUR File No.: 0906-12-0007.3 WFD 200001, FWA 200001). The original permit, dated July 10, 2017, authorized the "construction of internal infrastructure such as street network, park/open space areas, stormwater management facilities, and block configuration". The proposed modification consists of a reduction in project scope and modification to the stormwater management design. The permit modification approval includes a condition stating, "Prior to the construction of any work below the mean high water line, the permittee shall receive authorization under a Waterfront Development In-water: Individual Permit."
2. Because this portion of the Hackensack River is tidally influenced, both the NJDEP and the US Army Corps of Engineers ("USACE") have jurisdiction over the bank stabilization and stormwater outfall reconstruction.
3. Construction of the proposed stormwater outfall will require an approval for both an In-water Waterfront Development (for the work below the mean high water elevation) and an Upland Waterfront Development permit (for the installation between the mean high water line and a point 500 feet from that elevation), as described within the NJDEP's Waterfront Development Rules (found at NJAC 7:7). As the upland portion of this project was already permitted (LUR File No.: 0906-12-0007.3), only the In-water Waterfront Development permit needs to be submitted to the NJDEP for approval.
4. In addition, a Freshwater Wetlands General Permit #11 (as found at NJAC 7:7A-7.11) may be required if there are wetlands along the shoreline of the cove of the Hackensack River. CME environmental personnel will conduct a site visit to determine if there are any freshwater wetlands on site. If identified, CME will field delineate the wetlands in the project area utilizing the methodologies outlined in the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (1989), as required by the NJDEP under the Freshwater Wetlands Protection Act regulations.
5. In terms of this regulatory agency review periods, the NJDEP has 90 days to review the Waterfront Development permit applications, once they have been deemed administratively complete. As part of the initial review process, the NJDEP reviews all aspects of the design and how it conforms to the regulations. In general, NJDEP will take between 6-8 months to review the application and issue the permit.
6. The construction will also require an approval for USACE, Nationwide Permit #7, as the outfall may be constructed within freshwater wetlands, and below the mean high water line. The USACE does not have required permit review timeframes, but they do have to wait until the NJDEP issues their permits as a means of demonstrating Coastal Zone Management consistency.
7. The NJDEP permit process requires a brief environmental compliance report, notification to property owners within 200 feet of the Site and to the City Planning Board, Construction Official and Environmental Commission, and to the Hudson County Planning Board, informing them of the application. This type of application typically takes between 6 and 8 months for NJDEP review and approval. The USACE will issue their permit after the NJDEP permit issuance, because the Corps needs proof the project is in conformance with the State's Coastal Zone Management policies.
8. CME's Environmental Professionals have worked closely with both the NJDEP and USACE and have favorable working relationships with their case managers. We believe this will help facilitate a timely review.
9. This task includes the NJDEP permit application fee (\$3,000.00), site visit to determine if there are any freshwater wetlands on site, and the preparation of the NJDEP and USACE applications.



<b>CME ASSOCIATES</b> <b>3141 BORDENTOWN AVE</b> <b>PARLIN, NJ 08859</b>		<b>PJC00503.01 BAYFRONT REDEVELOPMENT PROJECT</b> <b>New Jersey Department of Environmental Protection ("NJDEP")</b> <b>Waterfront Development In-water Individual Permit, United</b> <b>States Army Corp of Engineers ("USACE") Nationwide Permit</b> <b>#7, and Cultural Resources</b>		
DESCRIPTION	SUB-CONSULTANTS (SEE NOTES)	REIMBURSABLE EXPENSES (SEE NOTES)	TOTAL	COST TOTAL
<b>Phase 55003: SANITARY AND WATER</b>				
1. Cultural Resources. (See Note 1)	\$ 347.00			\$ 399.05
TOTAL HOURS	\$ 347.00	\$ -		
AUTH21N	1.15	1.00		
TOTAL	\$ 399.05	\$ -	\$ 399.05	\$ 399.05
TRAVEL HOURS				
			\$ 399.05	

**NOTES**

1. A Stage 1A Cultural Resources Survey was requested by the NJDEP. This task includes a revised proposal, since it had been 6-months since the original submission, for the services of our sub-consultant to perform the Cultural Resources Survey as requested by the NJDEP. Sub-consultant (Grubb: \$11,084.85+\$399.05 = \$11,483.90)

**FIRST AMENDMENT TO REAUTHORIZED AND AMENDED**  
**CONTRACT NO. 19-05-MPN12**

**THIS FIRST AMENDMENT TO THE REAUTHORIZED AND AMENDED CONTRACT NO. 19-05-MPN12** (the “**First Amendment**”) is entered into as of the 30<sup>th</sup> day of October 2021 by and between the **JERSEY CITY REDEVELOPMENT AGENCY**, a body corporate and politic of the State of New Jersey, with offices at 4 Jackson Square, Jersey City, New Jersey 07305 (the “**Agency**”), and **CME ASSOCIATES**, with offices at 3141 Bordentown Avenue, Parlin, New Jersey, 08859-1162 (the “**Consultant**”; together with the Agency, the “**Parties**”; each, a “**Party**”).

**WITNESSETH:**

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

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

**WHEREAS**, in furtherance of the goals and objectives of the Redevelopment Law, the Redevelopment Plan, and that certain Cooperation Agreement dated January 15, 2019, by and between the Agency and the City, the Agency requires and sought out professional engineering consulting services from an experienced and qualified firm to perform due diligence review, attend meetings, render value engineering services, review and prepare infrastructure designs and perform other related series (collectively the “**Engineering Services**”); and

**WHEREAS**, by Resolution No. 19-05-5 dated May 21, 2019, the Agency authorized execution of Contract No. 19-05-MPN12 (the “**Original Contract**”) with the Consultant for the performance of the Engineering Services; and

**WHEREAS**, by Resolution 20-05-3 adopted on May 19, 2020, the Board of Commissioners of the Agency authorized the Agency to enter into that certain reauthorized and amended Contract No. 19-05-MPN12, dated June 1, 2020, with Consultant (the “**Reauthorized and Amended Contract**”), which reauthorized and amended the Original Contract to allow Consultant to continue to perform and complete the Engineering Services in accordance with Consultant’s proposal dated May 18, 2020 (the “**Engineering Proposal**”); and

**WHEREAS**, subsequent to entering into the Reauthorized and Amended Contract with Consultant, the Agency determined it was necessary to engage a professional to prepare separate Open Space Design Standards (“**OSDS**”), conformance drawings, and to perform additional

surcharge/geotechnical services in connection with the redevelopment of the Redevelopment Area, including, but not limited to, soil borings, surcharge design plans, stabilization design and report, fill stockpile evaluation, and preparation of specifications and cost estimates (the “**OSDS and Geotechnical Engineering Services**”); and

**WHEREAS**, the Agency obtained a proposal from CME dated July 9, 2020 describing the phases and tasks required to complete the OSDS and Geotechnical Engineering Services and setting forth the costs to perform the OSDS and Geotechnical Engineering Services (the “**OSDS and Geotechnical Engineering Proposal**”); and

**WHEREAS**, by Resolution No. 20-07-1 adopted July 21, 2020, the Agency’s Board of Commissioners authorized execution of a First Amendment to the Reauthorized and Amended Contract to include a revised contract amount for the provision of OSDS and Geotechnical Engineering Services, as set forth in, and payable in accordance with, the cost breakdown and hourly rates set forth in the OSDS and Geotechnical Engineering Proposal; and

**WHEREAS**, by Resolution No. 21-05-05 adopted May 18, 2021, the Agency’s Board of Commissioners reauthorized and amended Contract 19-05-MPN12 with the Consultant to continue performing the Services, in accordance with the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*; and

**WHEREAS**, the Consultant has submitted that certain proposal dated September 22, 2021, attached hereto as **Exhibit A**, proposing to perform additional OSDS revisions (the “**OSDS Revisions**”), describing the additional tasks required to complete the OSDS Revisions and setting forth the costs to perform the OSDS Revisions (the “**OSDS Revisions Proposal**”); and

**WHEREAS**, by Resolution No. 21-10-08, attached hereto as **Exhibit B**, the Agency’s Board of Commissioners authorized this First Amendment (the “**First Amendment**”) to include the OSDS Revisions and to amend the Contract to reflect an additional amount not to exceed \$15,762.00 for the OSDS Revisions, payable in accordance with the cost breakdown set forth in the OSDS Revisions Proposal; and

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

**NOW, THEREFORE**, for good and valuable consideration as herein set forth and as set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Agency and the Consultant do hereby agree to amend the Reauthorized and Amended Contract as follows:

1. The above recitals are hereby incorporated herein as if set forth at length.
2. Capitalized terms set forth in this First Amendment not defined herein shall have the meanings ascribed to them in the Reauthorized and Amended Contract.
3. The definition of the term “Supplemental Proposal” set forth in the Reauthorized and Amended Contract is hereby amended, to include the Engineering Proposal, the OSDS,

Geotechnical Engineering Proposal and the OSDS Revisions Proposal.

4. Section 2(B) of the Reauthorized and Amended Contract is hereby amended to include the performance of the OSDS Revisions to be performed in accordance with the OSDS Revisions Proposal, attached hereto as **Exhibit A**.

5. Section 3(A) of the Reauthorized and Amended Contract is hereby amended such that the Agency shall, in accordance with the OSDS Revisions Proposal an additional amount not to exceed \$15,762.00, which amount shall be payable in accordance with the cost breakdown set forth in the OSDS Revisions Proposal for an amended total Contract amount not to exceed \$783,077.85.

6. In the event of any conflict, ambiguity or inconsistency between the terms and conditions of this First Amendment and the terms and conditions of the OSDS Revisions Proposal, the terms and conditions of this First Amendment shall control.

7. The Reauthorized and Amended Contract, as amended by this First Amendment, is ratified and affirmed by the Parties. Except as expressly amended herein, all other terms and conditions of the Reauthorized and Amended Contract remain in full force and effect.

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

*[Signatures appear on the following page]*



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

**WITNESS:**

**CME ASSOCIATES**

\_\_\_\_\_  
Name:

By: \_\_\_\_\_

Name:

Title:

**ATTEST:**

**JERSEY CITY REDEVELOPMENT AGENCY**

\_\_\_\_\_  
Name:

By: \_\_\_\_\_

Diana Jeffrey, Executive Director

**EXHIBIT A**  
**OSDS REVISIONS PROPOSAL**



September 22, 2021

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. VALESI, 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@jcni.org]**

Jersey City Redevelopment Agency ("JCRA")  
66 York Street – 3<sup>rd</sup> Floor  
Jersey City, NJ 07302

Attn: Diana Jeffrey  
Executive Director

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

Dear Ms. Jeffrey:

We have prepared the following proposal to address out of scope tasks that our office has been directed to complete. Please find a description and our estimated cost to complete same outlined below and as detailed on the enclosed man-hour breakdowns.

As you may be aware with regard to the Open Space Design Standards ("OSDS") Revisions, our office previously prepared and submitted OSDS Conformance Drawings based on comments and input received from Honeywell/Wood. A Civil Design Package was submitted by Honeywell/Wood to the Plaintiff for area SA-6. Since the submittal of our previous proposal to address the Plaintiff's comments, our sub-consultant (Geosyntec Consultants, Inc.) was made aware that our office is considering a surcharge loading scheme that may increase the differential loads on the geomembrane cap beyond that previously considered in the Honeywell/Wood memo. It was ultimately determined that performing additional services could protect all parties involved against any potential future claims by the Plaintiff as the surcharge is placed in such close proximity to the liner. This task includes obtaining and coordinating the additional services of our sub-consultant [\$11,500.00 to be billed as a reimbursable expense] to perform a 2D analysis to calculate settlements due to the surcharge program at the site. We anticipate the following additional task(s) with regard to design phase services:

**Task 1: Additional OSDS Revisions**

We anticipate the above design task(s) to perform these additional services can be provided for \$15,762.00.



To: Ms. Jeffrey  
September 22, 2021  
Page 2

Accordingly, we respectfully submit the following Professional Engineering Services cost estimates for continuation of the additional remaining design and construction administration tasks for the above referenced project:

- |    |   |              |
|----|---|--------------|
| 1. | Additional OSDS Revisions (Site Engineering)  | \$ 1,422.00  |
| 2. | Additional OSDS Revisions<br>(Geotechnical Services, includes the above<br>reimbursable expenses) | \$ 14,340.00 |
|    | Sub-Total:  | \$ 15,762.00 |

Our office recommends an amendment of our contract, as our office continues with the design and surcharge program construction administration phase services for this project.

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

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

Very truly yours,

CME Associates

David J. Samuel, PE  
Managing Partner

DJS/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]

CME ASSOCIATES 3141 BORDENTOWN AVE PARLIN, NJ 08859		PJC 00503.01 BAYFRONT 1 Open Space Design Standards ("OSDS") Revisions						
DESCRIPTION	PROJECT LEADER	DESIGN ENGINEER	SUB-CONSULTANTS (SEE NOTES)	REIMBURSABLE EXPENSES (SEE NOTES)	TOTAL	COST TOTAL		
Phase 55002: SITE ENGINEERING								
1. Additional OSDS Revisions (See Note 1)	2	6			8	\$ 1,422.00		
TOTAL HOURS	2	6	\$ -	\$ -	8			
AUTH21N	\$ 189.00	\$ 174.00	1.15	1.00				
TOTAL	\$ 378.00	\$ 1,044.00	\$ -	\$ -	\$ 1,422.00	\$ 1,422.00		
TRAVEL HOURS								
					\$ 1,422.00	\$ 1,422.00		

# NOTES

1. Our office previously prepared and submitted OSDS Conformance Drawings based on comments and input received from Honeywell/Wood. A Civil Design Package was submitted by Honeywell/Wood to the Plaintiff for area SA-8. Since the submittal of our previous proposal to address the Plaintiff's comments, our sub-consultant was made aware that CME Associates is considering a surcharge loading scheme that may increase the differential loads on the geotextile cap beyond that previously considered in the Honeywell/Wood memo. This task includes obtaining and contributing the additional services of our sub-consultant to perform a 2D analysis to calculate settlements due to the surcharge program at the site. Sub-consultant (Gascyne)-\$11,500.00

PJC 00503.01 BAYFRONT 1  
Open Space Design Standards ("OSDS") Revisions

## NOTES

**PLEASE /BOUNCE/ TO: GEOTECH SERVICES**

**EXHIBIT B**  
**RESOLUTION 21-10-08**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A FIRST AMENDMENT TO CONTRACT 19-05-MPN12 WITH CME ASSOCIATES FOR ADDITIONAL ENGINEERING SERVICES IN THE BAYFRONT I REDEVELOPMENT AREA**

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

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

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

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

**WHEREAS**, on May 21, 2019 the Board of Commissioners of the Agency approved Resolution No. 19-05-5 authorizing Contract No. 19-05-MPN12 ("**Contract**") with CME Associates ("**CME**") to provide the Engineering Services, which was subsequently reauthorized and amended by Resolution No. 20-05-3 adopted on May 19, 2020, and again by Resolution No. 21-05-05 adopted May 18, 2021 in accordance with the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*; and

**WHEREAS**, CME's performance of the Engineering Services includes preparation, submission and revision of Open Space Design Standards ("**OSDS**") conformance drawings, including but not limited to coordination with a sub-consultant to evaluate the effect of the placement of additional soil fill on the performance of the underlying geomembrane cover in the Redevelopment Area; and

**WHEREAS**, CME has been advised by its sub-consultant that the surcharge loading scheme under consideration may increase the differential loads on the geomembrane cap beyond that previously considered in the Honeywell/Wood memo on file with the Agency, and CME has requested an amendment to scope of work of the Contract in order to permit the performance of out of scope tasks to address the increased differential loads; and



**WHEREAS**, CME submitted that certain proposal dated September 22, 2021, a copy of which is on file with the Agency (the "**Proposal**"), proposing to perform additional OSDS revisions ("**OSDS Revisions**"), describing the additional tasks required to complete the OSDS Revisions and setting forth the costs to perform the OSDS Revisions, in an amount not to exceed \$15,762.00; and

**WHEREAS**, the Agency desires to memorialize the above in an amendment to the Contract (the "**First Amendment**") to include the OSDS Revisions and to amend the Contract to reflect an additional amount not to exceed \$15,762.00, payable in accordance with the cost breakdown set forth in the Proposal, which changes shall be incorporated into an amendment to the Contract; and

**WHEREAS**, except as expressly authorized herein, all other terms and conditions of the Contract shall remain the same; and

**WHEREAS**, the Agency has sufficient funds available to satisfy the obligations set forth herein,

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

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

**Section 2.** The Board of Commissioners hereby authorizes the First Amendment, which shall amend the scope of work of the Contract to include the performance of the OSDS Revisions and shall increase the contract amount by an additional amount not to exceed \$15,762.00, which amount shall be payable in accordance with the cost breakdown set forth in the Proposal, for an amended total Contract amount not to exceed \$783,077.85.

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

**Section 4.** The Agency shall publish notice of the award of the First Amendment in a newspaper of general circulation in accordance with *N.J.S.A. 40A:11-5(1)(a)(i)*.

**Section 5.** This Resolution shall take effect immediately.

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

  
Diana H. Jeffrey, Secretary

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

**PROFESSIONAL SERVICES CONTRACT NO. 19-05-MPN12**

**THIS REAUTHORIZED AND AMENDED PROFESSIONAL SERVICES CONTRACT NO. 19-05-MPN12** (the “**First Amended Contract**”), entered into as of this 1<sup>st</sup> day of June 2020 (the “**Effective Date**”), by and between the **JERSEY CITY REDEVELOPMENT AGENCY**, a public body corporate and politic of the State of New Jersey, with offices at 66 York Street, Floor 3, Jersey City, New Jersey 07302 (the “**Agency**”), and **CME ASSOCIATES**, with offices at 3141 Bordentown Avenue, Parlin, New Jersey 08859-1162 (“**CME**”; together with the Agency, the “**Parties**”; each, a “**Party**”).

**WITNESSETH:**

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

**WHEREAS**, on October 10, 2018 the City adopted an ordinance (the “**City Ordinance**”) authorizing public financing for the acquisition of approximately seventy (70) acres of real property located within the Redevelopment Area (the “**Property**”) from Bayfront Redevelopment LLC (“**Bayfront**”); and

**WHEREAS**, in accordance with the City Ordinance, title to the Property transferred from Bayfront to the City on January 15, 2019; and

**WHEREAS**, the City and the Agency have entered into a certain Cooperation Agreement (the “**Cooperation Agreement**”) pursuant to which the Agency is authorized to act as the City’s agent with respect to the redevelopment of the Redevelopment Area; and

**WHEREAS**, in furtherance of the goals and objectives of the Redevelopment Law, the Redevelopment Plan and the Cooperation Agreement, the Agency has a need for professional engineering services from an experienced and qualified firm to perform comprehensive engineering services, including infrastructure design, value engineering, attendance at project meetings and preparation of detailed engineering drawings for the Phase I Development within the Redevelopment Area (together with the Amended Engineering Services, as defined herein, the “**Engineering Services**”); and

**WHEREAS**, by Resolution No. 19-05-5 dated May 21, 2019 the Agency authorized execution of professional services contract 19-05-MPN12 with CME for the performance of the Engineering Services, which expired on May 31, 2020 (“**Original Contract**”); and

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

**WHEREAS**, CME submitted an updated proposal to the Agency (the “**Supplemental Proposal**”) to perform the Engineering Services and additional work necessary to complete the Engineering Services (the “**Amended Engineering Services**”), which Supplemental Proposal is attached hereto as **Exhibit A**; and

**WHEREAS**, Resolution 20-05-3 adopted on May 19, 2020. attached hereto as **Exhibit B**, reauthorized and amended the Original Contract with CME to complete and perform the Amended Engineering Services; and

**WHEREAS**, under *N.J.S.A. 40A:11-5(1)(a)(i)* of the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the “**LPCL**”), contracts for which the subject matter consists of professional services may be awarded without competitive bidding.

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

#### **SECTION 1 – PURPOSE OF CONTRACT**

The above recitals are hereby incorporated by reference into this First Amended Contract, as if set forth in full. The purpose of this First Amended Contract is to set forth the respective rights, obligations, conditions and agreements of the Parties in connection with CME’s continued performance of the Engineering Services and the Amended Engineering Services set forth in the Supplemental Proposal.

#### **SECTION 2 – SCOPE OF SERVICES; PERFORMANCE**

A. The Parties shall cooperate in arranging for CME’s lawful access to the Property, including obtaining any required permits, authorizations, approvals or agreements.

B. CME shall continue to perform the Engineering Services and the Amended Engineering Services set forth in the Supplemental Proposal; and prepare all deliverables as outlined in and in accordance with the scope of work set forth in the Supplemental Proposal.

C. Performance of the Engineering Services shall not be materially different from or more or less extensive than as specified in the Supplemental Proposal, unless such modifications are reduced to writing and signed by authorized representatives of the Agency and CME.

D. In performing the Engineering Services, CME shall operate as and have the status of an independent contractor and shall not be deemed an agent or employee of the Agency. As an independent contractor, CME shall be solely responsible for determining the means and methods of performing the Engineering Services.

E. CME shall perform the Engineering Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

F. CME shall provide to the Agency a detailed, written schedule for performance of the Engineering Services, which schedule shall set forth a timeline identifying tasks, milestones, and deliverables.

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

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

### **SECTION 3 – COMPENSATION AND PAYMENT**

A. Compensation paid by the Agency to CME for the performance of the Engineering Services shall not exceed Five Hundred Nine Thousand, One Hundred Ten Dollars (\$509,110.00), which amount includes additional work in the amount of \$114,410.00 to be paid in accordance with the "Authority Consulting Engineering Services" hourly rate schedule set forth in the Supplemental Proposal. Such compensation shall include, and the Agency shall not be responsible for paying, any labor, overhead costs and basic support services incurred by CME. The Agency will not reimburse CME for costs deemed by the Agency to be part of CME's labor costs, overhead costs and/or basic support services. CME shall be solely responsible for its own travel, meal and printing expenses, all of which are hereby deemed part of CME's overhead costs.

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

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

### **SECTION 4 – INSURANCE**

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

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

ii. **Professional Liability Insurance.** CME shall, at its own cost and expense, obtain and keep in force during the term of the First Amended Contract, a policy of professional liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per claim, and Two Million Dollars (\$2,000,000.00) in the aggregate.

iii. **Workers' Compensation Insurance.** CME shall, at its own cost and expense, obtain and keep in force during the term of the First Amended Contract, workers' compensation insurance at amounts equal to the greater of either (a) those amounts required statutorily in the State of New Jersey; or (b) Employer's Liability Insurance, Part II, Schedule B, securing a minimum compensation for the benefit of the employees of CME with limits of not less than:

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

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

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

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

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

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

i. The CGL and Automobile Liability Coverage policies obtained by CME pursuant to this First Amended Contract shall name the Agency and the City as additional insureds and shall list the locations and properties by Tax Block, Tax Lot and address where the Engineering Services will be performed. Such coverage shall be primary and non-contributory over any other coverage. Further, any such additional insured coverage endorsements shall be set forth on ISO Form CG 20 10 11 85 or its equivalent.

ii. Prior to commencement of any work pursuant to the First Amended Contract, CME shall provide the Agency with certificates of insurance and complete copies of all policies and any applicable additional insured endorsements thereto reflecting the coverages required pursuant to this First Amended Contract, and in the case of CME's CGL and Automobile Liability Coverage policies, the additional insured status of the Agency and the City.

iii. The presence of employees of the Agency on the Property shall not invalidate any term or condition of any of CME's policies of insurance required to be purchased and maintained pursuant to this First Amended Contract.

iv. The policies required to be purchased and maintained pursuant to this First Amended Contract shall not be canceled, terminated, non-renewed, or the limits thereof reduced by endorsement, by CME or any insurance company unless thirty (30) days' prior written notice is sent by certified mail to CME and to the Agency.

v. CME shall procure, purchase and maintain insurance of the kinds and in the amounts herein set forth with insurance companies authorized to do business in the State of New Jersey, and rated A or better in the Best's Key Rating Guide for Property and Casualty covering all operations under this First Amended Contract.

#### **SECTION 5 – TERMINATION**

A. The Agency reserves the right to terminate this First Amended Contract in whole or in part, at its sole discretion, upon giving at least five (5) days' written notice to CME of such termination and specifying the effective date therefor. In such case, CME shall continue to provide the Engineering Services as required by the Agency until the effective date provided in the termination notice.

B. If this First Amended Contract is terminated by the Agency pursuant to Section 5(A), CME shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total Engineering Services covered by this First Amended Contract, less payments of compensation previously made, provided that the Agency shall not be responsible for any additional fees, costs, expenses or charges incurred by CME as a result of such termination.

C. If the Agency terminates this First Amended Contract due to the fault of CME, all finished or unfinished documents, data, studies, and reports prepared by CME under this First Amended Contract shall, at the option of the Agency, become the Agency's property, and CME shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, CME shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this First Amended Contract by CME, and the Agency may withhold any payments to CME for the purpose of setoff until such time as the exact amount of damages due the Agency from CME is determined.

## **SECTION 6 – DISPUTE RESOLUTION**

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

## **SECTION 7 – INDEMNITY**

A. CME shall be liable to, and hereby agrees to indemnify, defend, save and hold harmless the Agency and the City, and their respective employees, officers, commissioners, directors and officials, from any and all damages and from costs and expenses, including reasonable legal fees and costs, to which the Agency and/or the City and their respective employees, officers, commissioners, directors and officials may be subjected or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, arising out of and/or to the extent resulting from any negligent act, error, omission, or willful misconduct of CME, or its officers, employees, contractors or agents, in the performance of this First Amended Contract.

B. This contractual indemnification requirement shall not apply to any claims of professional negligence. However, nothing in this First Amended Contract shall abridge, modify or curtail in any way the Agency and/or the City's rights to seek common law indemnification from CME, or to otherwise pursue any kind of claim arising from or relating to any act or omission by CME.

## **SECTION 8 – TERM OF CONTRACT**

This First Amended Contract shall terminate on May 31, 2021, unless otherwise terminated by the Agency before such termination date in accordance with Section 5 herein.

## **SECTION 9 – POLITICAL CONTRIBUTION DISCLOSURE**

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

## **SECTION 10 – ADDITIONAL TERMS AND CONDITIONS**

This First Amended Contract is subject to and incorporates the provisions of *N.J.S.A. 10:5-*



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

#### **SECTION 11 – CONFIDENTIALITY**

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

#### **SECTION 12 – ENTIRE CONTRACT**

Subject to Section 16 herein, this First Amended Contract and all exhibits attached hereto constitute the entire agreement between the Agency and CME with respect to the subject matter hereof. This First Amended Contract supersedes all prior or contemporaneous communications or representations of agreement, whether written or oral, with respect to the subject matter thereof. There have been and are no covenants, representations, restrictions or agreements other than those herein expressed.

#### **SECTION 13 – TITLES AND HEADINGS**

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

#### **SECTION 14 – COUNTERPARTS**

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

#### **SECTION 15 – NOTICES**

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

#### **SECTION 16 – CONFLICTS**

In the event of any conflict, ambiguity or inconsistency between the terms and conditions of this First Amended Contract and the terms and conditions of the Supplemental Proposal, the terms and conditions of this First Amended Contract shall control. The Parties agree that the portions of the "General Conditions" (appearing immediately after the Authority Consulting Engineering Services hourly rate schedule) in the Supplemental Proposal entitled "Indemnification" and the first sentence of the section entitled "Limitations of Liability" are hereby stricken and shall be of no force and effect. In accordance with the Original Contract, the

portions of the proposal relating to the Original Contract entitled "General Conditions" and "Environmental Engineering and LSRP Services General Conditions and Hourly Rate Schedule to January 1, 2019" shall continue to be stricken and of no force and effect.

#### **SECTION 17 – APPLICABLE LAW**

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

*[Signatures appear on the following page]*

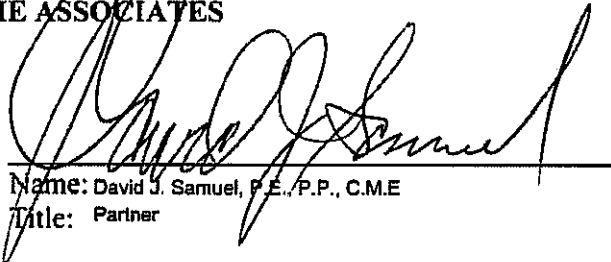
IN WITNESS WHEREOF, the Agency and CME have entered into this First Amended Contract as of the Effective Date.

ATTEST:

CME ASSOCIATES

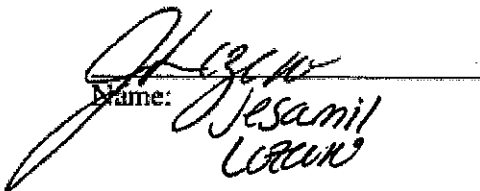
  
Name: Amy Terhune

By:

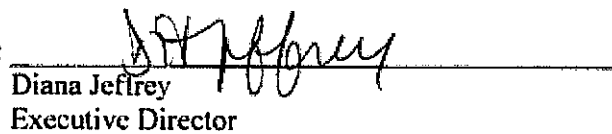
  
Name: David J. Samuel, P.E., P.P., C.M.E.  
Title: Partner

ATTEST:

JERSEY CITY REDEVELOPMENT AGENCY

  
Name: Jesamir Lozano

By:

  
Diana Jeffrey  
Executive Director



**EXHIBIT A**

**SUPPLEMENTAL PROPOSAL FOR ENGINEERING SERVICES  
DATED MAY 18, 2020**



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

TM W. GILLEN, PE, PP, CME (1991-2018)  
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

May 18, 2020

Jersey City Redevelopment Agency  
66 York Street – 3<sup>rd</sup> Floor  
Jersey City, NJ 07302

Attn: Diana Jeffrey  
Executive Director

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

Dear Ms. Jeffrey:

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

Please note that at this time, after multiple requested design revisions, our office has substantially completed the general design document preparation. However, there are remaining items to be completed both in our original scope of services and also outside our original proposed scope of services. In general, the remaining items required to be completed include preparing the project specifications (coordinating with and utilizing the JCMUA format), plan coordination with the JCRA's sustainability consultant, preparing and submitting a permit application for NJDEP Treatment Works Approval, completing the subsurface investigation work, finalizing the NJDEP submission for the permit modifications, preparing and filing the application, plans and reports associated with the Soil Erosion and Sediment Control Plan certification, and attending additional project meetings associated with the above.

As you are aware, the JCRA previously approved the attached proposal dated May 20, 2019, in the total amount of \$394,700.00. During the course of performing the services outlined in the proposal, our office performed additional engineering services for the JCRA that were not originally anticipated as part of our proposal and included in our scope of services. The project experienced multiple site engineering revisions and modifications throughout its duration that required labor and coordination efforts with multiple Jersey City and other Agencies that were not anticipated at the time of our original proposal submission. Throughout the course of our projects, our office makes every effort to keep projects progressing while utilizing existing budgets to perform certain tasks without the need to request an extra. In this instance, however, due to the



To: Ms. Jeffrey  
May 18, 2020  
Page 2

magnitude and number of revisions requested, the issues relating to the above were not able to be performed within the existing budget. As noted, in order to not delay the project, we performed these tasks while indicating the revisions were not within our original scope.

With regard to tasks related to Subsurface Investigations, our proposal included preparing a report with recommendations for design of utility lines. To-date, our office has issued an Executed Summary of our report and is in the process of completing the final report. After the JCRA has had an opportunity to review and as the project moves forward toward completion, if it is deemed that additional structural/geotechnical engineering services are required, we will provide a proposal for same. However, as directed, we will proceed with the four (4) test borings along the portion of Kellogg Street requiring Controlled Modulus Columns (CMC). This information would be required by the CMC bidders in order for them to assess the spacing and depths of the CMCs based on the design loadings. We will also proceed with the two (2) additional borings for refining the surcharge on the west side of Kellogg Street where we will not have any CMCs. The cost of the driller and lab will be billed as a direct expense with an estimated cost of \$19,000.00.

We were also requested to add Sustainability Consultant Coordination to our scope for implementing sustainability measures into the project. The sustainability measures include adding energy thermals and IT utilities into the plans.

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

1.	Original Proposal Amount	\$394,700.00
2.	Site Engineering Revisions and Modifications/ Amendments to the Site Plans & Sustainability Consultant Coordination	\$ 60,000.00
	Sub-Total 1-2:	\$454,700.00
	<u>Work to be Completed</u>	
3.	Additional Project Meetings	\$ 7,500.00
4.	Design Phase Services	\$ 27,910.00
5.	Driller and Laboratory for Borings	\$ 19,000.00
	Sub-Total 4-5:	\$ 54,410.00
	Contract Total 1-5:	\$509,110.00



To: Ms. Jeffrey  
May 18, 2020  
Page 3

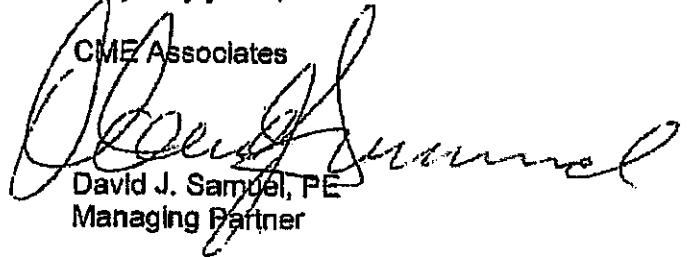
Our office recommends an extension of our contract, as our office continues with the design phase services for this project. Pursuant to the terms of our enclosed proposal dated May 20, 2019, our firm's updated rate schedule is enclosed.

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

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

Very truly yours,

CME Associates



David J. Samuel, PE  
Managing Partner

DJS/BT/RJR/RER

Enclosure

cc: Chris Fiore, JCRA  
Daniel Nazario, JCRA





**AUTHORITY CONSULTING ENGINEERING SERVICES**  
**GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2021**

Senior Project Manager.....	\$186.00 Per Hour
Project Manager.....	\$185.00 Per Hour
Project Leader.....	\$184.00 Per Hour
Professional Engineer.....	\$182.00 Per Hour
Senior Project Engineer.....	\$179.00 Per Hour
Project Engineer.....	\$173.00 Per Hour
Senior Design Engineer.....	\$170.00 Per Hour
Design Engineer.....	\$169.00 Per Hour
Senior Engineering Technician.....	\$156.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$150.00 Per Hour
Professional Land Surveyor.....	\$182.00 Per Hour
Land Surveyor.....	\$157.00 Per Hour
Robotic Total Station.....	\$ 72.00 Per Hour
Party Chief.....	\$135.00 Per Hour
Survey Technician.....	\$131.00 Per Hour
Resident Engineer.....	\$158.00 Per Hour
Chief Construction Engineer.....	\$164.00 Per Hour
Senior Construction Engineer.....	\$158.00 Per Hour
Construction Engineer.....	\$155.00 Per Hour
Chief Construction Technician.....	\$152.00 Per Hour
Senior Construction Technician.....	\$148.00 Per Hour
Construction Technician.....	\$143.00 Per Hour
Technical Assistant.....	\$107.00 Per Hour
Senior CADD Technician.....	\$162.00 Per Hour
Licensed Landscape Architect.....	\$157.00 Per Hour
Senior Landscape Designer.....	\$148.00 Per Hour
Certified Tree Expert.....	\$132.00 Per Hour
Landscape Designer.....	\$121.00 Per Hour
Director of Planning.....	\$186.00 Per Hour
Professional Planner.....	\$175.00 Per Hour
Project Planner.....	\$166.00 Per Hour
Planning Technician.....	\$156.00 Per Hour
Partner.....	\$205.00 Per Hour
Principal.....	\$195.00 Per Hour
Managing Partner/Administrative Partner.....	\$217.00 Per Hour

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

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

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

**Contaminated Material** - It is understood that CME is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.





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

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

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

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

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

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

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

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

**Limitations of Liability** - CME's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, this Agreement from any cause or causes, including but not limited to CME's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the services provided by CME or \$50,000, whichever is less.

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

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

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

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

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

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





JOHN H. ALLGAIR, PE, PP, LS (1983-2001)  
DAVID J. SAMUEL, PE, PP, CME  
JOHN J. STEFANI, PE, LS, PP, CME  
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DOUGLAS ROHMEYER, PE, CFM, CME  
ROBERT J. RUSSO, PE, PP, CME  
JOHN J. HESS, PE, PP, CME

May 20, 2019

Jersey City Redevelopment Agency  
66 York Street  
Jersey City, NJ 07302

Attn: Ms. Mary Pat Noonan  
Senior Project Manager

Re: Bayfront Redevelopment Project  
Engineering Consulting Services

Dear Ms. Noonan:

It was a pleasure meeting with you and the team to discuss the proposal and the project. CME Associates is pleased to submit this revised proposal in response to the Jersey City Redevelopment Agency's request for quote for providing consulting and engineering services in support of the Agency's effort to develop the Bayfront I Redevelopment Area.

CME believes that we have the required qualifications and experience to assist the JCRA in undertaking this very exciting and monumental project. CME leadership and staff have extensive experience in the redevelopment of contaminated waterfront properties for mixed use. Our staff has worked on several large redevelopment projects such as National Lead in Sayreville, currently the largest brownfield redevelopment project in the state, the Jersey Gardens Mall in Elizabeth, the Empire Golf Course in Bayonne, the Overpeck Park Project in Bergen County, and housing projects on landfills and contaminated sites throughout the State of New Jersey. All of these projects have great similarity to the Bayfront I Redevelopment Project. They are large projects on contaminated sites with major infrastructure improvements, and required multitude of permit approvals from federal, state and local agencies.

CME is a full service engineering and consulting firm, and is able to address the JCRA needs and requirements for the Bayfront Project. We have experts in all required fields: Site Engineering, Environmental Consulting, Traffic Engineering, Land Use Permitting, City Planning, Utilities Engineers, Geotechnical Engineers, and Professional Land Surveyors. CME has assembled a team of highly qualified professionals to assist the JCRA in undertaking this project. Please find attached an organizational chart showing the proposed project team and the resumes of the project team. I have also attached samples of projects that CME has done of similar nature to the Bayfront I Redevelopment Project.

Please find attached the proposed scope of work and associated fees. CME will bill its services on monthly basis in accordance with the attached billing rates. As requested, I have also attached a preliminary project schedule.

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

Very truly yours,

CME Associates

David J. Samuel, PE, PP, CME  
Managing Partner

DJS/BA/blr  
Enclosure



## **PROPOSED SCOPE OF SERVICES**

### **TASK 1 REVIEW OF EXISTING DOCUMENTS**

CME team of professionals will review the existing documents which include:

- Conceptual Engineering Plans
- Environmental Engineering Controls by Honeywell
- JCMUA Utility Lines and their Impact on the Proposed Development
- The 2008 Redevelopment Plan
- The Open Space Design Standards in place
- Historic Infrastructure Budget Estimate
- Historic Waterfront Development Approvals

### **TASK 2 ATTEND PROJECT MEETINGS**

CME will provide highly qualified professionals to participate in projects meetings at the request of the JCRA. At this time, CME anticipates attending the following meetings:

- Ongoing planning meetings with the Project Planner (Perkins Eastman)
- Meetings with the JCMUA to develop a Utility Master Plan for the Project. The coordination with the JCMUA will be greatly facilitated, since CME is currently appointed as the Engineer for the JCMUA.
- Project briefings, on as needed basis, with the Project Advisory Committee
- Participate in meetings with interested parcel buyers to address questions related to the proposed site design
- Meetings with JCRA, JCRA Counsel, NJDEP, NJDOT, and/or others as requested by the JCRA to accomplish the project tasks

For the purposes of this proposal, it is assumed that CME will participate in two four hour meetings per month for a duration of six months. The meetings will be attended by two individuals: the Project Manager and another professional who would be selected based on the main area of expertise required for that particular meeting.

### **TASK 3 VALUE ENGINEERING**

CME will assist the JCRA in value engineering opportunities for improving the historic designs, based on the proposed plan modifications for grading, storm water management and roadway access. CME will coordinate with the JCMUA relevant to the other utilities.

### **TASK 4 UPDATE INFRASTRUCTURE MASTER CONCEPT DESIGN**

In coordination with the JCRA and Perkins Eastman, CME will update Infrastructure Master Concept Design. This update will be based on the new design of the Redevelopment Plan.

### **TASK 5 PREPARATION OF DETAILED ENGINEERING DESIGN**

#### **Site Engineering Services**

It is our understanding that the Jersey City Redevelopment Agency is looking for a detailed engineering design, consistent with the overall master design concept, for the first phase of development (anticipated to be four parcels and approximately 10 acres of development) including onsite infrastructure improvements to service the



Bayfront Redevelopment - Phase I located off of Route 440, between Culver Avenue and Kellogg Street in Jersey City. At this time, you are looking for a proposal from our firm to prepare the detailed engineering design plans for the project. In order to perform the work it is anticipated that the following tasks will be required:

1. Engineering Phase Services - This work will consist of the following:
  - a. Design of the following roadways:
    1. Kellogg Street, from Central Ave to its terminus near Route 440;
    2. Grand Boulevard, from Central Ave to its terminus near Route 440;
    3. Second portion of Grand Boulevard, from Central Ave. to D Street;
    4. 4<sup>th</sup> Avenue, from Central Ave. to D Street;
    5. Central Ave, from Kellogg Street to 4<sup>th</sup> Street;
    6. C Street, from Kellogg Street to 4<sup>th</sup> Street;
    7. D Street, from Kellogg Street to 4<sup>th</sup> Street;
  - b. Each roadway above will include Site Layout Plan sheets (11 sheets anticipated), Grading and Drainage Plan sheets (11 sheets anticipated), Utility Plan sheets (11 sheets anticipated), Soil Erosion and Sediment Control Plan sheets (11 sheets anticipated), Profiles (6 sheets anticipated), Cross Sections (8 sheets anticipated), Detail Sheets (6 sheets anticipated).
  - c. Coordination with Owner's Architect and Planner.
  - d. Preparation of a stormwater management system and drainage report in accordance with NJAC 7:8 Stormwater Management Regulations. Further, our design proposal does not include any work associated with any NJDEP Flood Hazard Area or Wetlands permits, should they be necessary. The scope will include:
    1. Stormwater collection system design;
    2. Drainage plan and profiles;
    3. Stormwater management report;
    4. Construction detail prep.
  - e. Since greater than 5,000 sf of area will be disturbed in conjunction with this project, a Soil Erosion and Sediment Control Plan Certification will be required. Our office will submit the required plans and storm water management report to the Soil Conservation District in order to obtain this necessary permit. Please note that our proposal anticipates that any required permit application fees will be provided by the client.

#### **SUBSURFACE INVESTIGATIONS:**

CME will review the available subsurface investigations data to be provided by the JCRA. CME will evaluate the requirement for additional subsurface investigations to support the Phase I design, and will retain the services of a drilling company to perform geotechnical soil borings to support the design of the storm water and sanitary sewer lines. For the purposes of this proposal, it is assumed that nine soil borings will be sufficient to characterize the subsurface conditions. The data generated from the soil borings will be included in a report with recommendations for design of the utilities lines.

#### **Water and Waste Water Utilities Design Services**

CME will assist the JCRA in developing design and construction documents for water and waste water utilities for the proposed development, and will coordinate with the JCMUA obtaining the proposed connections. CME will undertake the following tasks:

- Review proposed development to determine the projected average daily and peak daily demands for water and sanitary;



- Review available sanitary sewer records and mapping to identify locations to direct sanitary flows;
- Review available water records and mapping to identify connections to the existing water distribution system;
- Meet with the JCMUA to discuss the proposed additional sanitary flow, water demand and potential connection points;
- Review available existing downstream sanitary sewer facilities to determine capability to accept addition flows;
- Prepare hydraulic calculations to determine pipe sizes;
- CME will Prepare plan and profile drawings for the installation of the new sanitary sewer collection and water distribution systems;

#### **High Level Analysis of CSO's**

CME will prepare a high level analysis of the existing CSO's and evaluate the regional options for stormwater and waste water discharge to existing facilities and/or new discharge options. CME will coordinate this effort with JCRA and the Jersey City MUA. CME will issue a letter report detailing the findings and conclusions of the analysis along with associated maps.

#### **Landscape Design Services**

It is our understanding that the Jersey City Redevelopment Agency is looking for a detailed landscape architectural design for the open space consisting of the eastern portion of the P8 parcel and the entire P9 parcel as outlined within the Bayfront Redevelopment Plan. Per the redevelopment plan, it appears these parcels will serve as the beginning of a larger open space network within the entire redevelopment area. With that said, our office anticipates the following improvements will be included as part of the open space design:

- A cohesive network of meandering pedestrian walkways from key access points for the proposed buildings, roadway intersections and other developed amenities;
- A bicycle route within these parcels to become part of a larger network or loop as the redevelopment is completed;
- Open space areas for passive play and sun bathing;
- Additional amenities and pedestrian nodes to enhance to the open space and provide interest along the pedestrian walkways;
- Appropriate site amenities to service the above improvements, such as benches, trash receptacles, raised planters and bike racks;
- LED lighting improvements to enhance the area at night while providing the required illumination for safety purposes;
- Overall landscape improvements to compliment and reinforce the developed areas and amenities.

Considering the above amenities, our office anticipates the following tasks will be required to prepare the detailed landscape architectural design plans and specifications for the first phase of development:

#### **Preliminary Design**

The landscape architecture department will begin by further reviewing the redevelopment plan and identifying key access points from the anticipated site layout and buildings. At this time our department will utilize the developed basemap for the project to begin conceptually designing the pedestrian circulation and focal points throughout the parcels. These will serve as the basis of the design to ensure access is provided where needed and specific nodes along those walkways are available to maintain pedestrian interest as they move through the space. Once the preliminary layout for these improvements is completed, our office will begin identifying key areas to include the specified site amenities to service the walkways. Areas of benches, trash receptacles and raised planters will



be strategically placed along the walkways and in the area of the focal points to solidify the idea of the pedestrian node and begin to create a sense of place around the focal points.

Once the walkway alignment is prepared, our office can turn it's attention to the lighting design. It is anticipated our office will utilize a combination of lighting styles to enhance the overall sense of place. Post top LED luminaires will be used along the walkways to provide the overall illumination needed for safety, while other styles of LED luminaires, such as up-lighting, wall washes, bistro string lights, etc., will be used in the vicinity of the nodes. In combination with each other, the lighting design will enhance the overall aesthetic within these parcels and serve as a model for other parcels moving forward.

In conjunction with the development of the lighting design, our office will prepare a landscape design consistent with the look and feel illustrated in the provided renderings. The landscape materials will be purposely selected to again, enhance the idea of the pedestrian nodes throughout the walkway circulation and provide much needed shaded areas within the larger open space. A combination of shade, ornamental and evergreen trees will be coupled with shrub and perennial materials for a lush look throughout the nodes. The landscape design will be adjusted as pedestrians leave the node and travel along the walkway to remove the shrubs and perennial material, leaving just the overhead shade and ornamental trees, providing openness throughout the walkway edges.

Once the preliminary design is completed, our office will be prepare a preliminary color rendering presentation board, a preliminary materials selection board with all intended site amenities and material finishes intended for the site and coordinate with other disciplines to complete a preliminary construction estimate. At this time, we anticipate attending one (1) meeting with project representatives to review the preliminary layout and estimate before proceeding into final design.

#### **Final Design and Bid Documents**

After meeting with project representatives to determine the final scope of work, the project will proceed into final design. During this phase, our office will revise the plans to accurately reflect any changes discussed during the previous phase and begin to prepare a set of construction documents to reflect the final scope of work. This phase will involve the preparation of final contract documents and the final design of all site related improvements. Generally, our work will consist of the following:

- Preparation of overall final construction plans including:
  - Cover and Index Sheet
  - Existing Conditions and Demolition Plan
  - Site Plan
  - Grading and Drainage Plan
  - Utility Plan
  - Landscape Plan and Enlargements
  - Lighting Plan
  - Soil Erosion and Sediment Control Plans and Details
  - Construction Details
- Coordinate with vendors to secure the necessary details and specifications for the amenities;
- Coordinate with other disciplines as needed to finalize the design plans;
- Finalize the color rendering to reflect the final design;
- Preparation of final project cost estimate;
- Coordination with local utilities to secure approvals;
- Prepare project specifications;
- Prepare contract documents and specifications required for public bid in accordance with the New Jersey Local Public Contracts Law. Detailed specifications will be provided for the items to be included in the contract.



## **TASK 6 PERMITTING STRATEGY FOR PHASE I**

### **Land Use and Army Corps Permits:**

Phase 1 of the Redevelopment Plan is beyond 100 feet from the mean high water line of the tidally influenced Hackensack River. With this separation, the component of the Plan that will require a permit from the NJ Department of Environmental Protection, Division of Land Use Regulation, will be any stormwater outfall located below the mean high water line of the River. Within the NJDEP's Coastal Zone Management Rules (as found at NJAC-7:7), one or more stormwater outfalls will require an approval for an In-water, Waterfront Development (WFD) permit. With this application, the NJDEP's jurisdiction will extend to a point 500' from the mean high water line, to the section of Phase I fronting on Kellogg St. The mean high water line (MHWL) will need to be established by using either tide gauge and benchmark information closest to the outfall location, or based on its location previously established and approved by the NJDEP in close proximity to the area of construction. In addition, the State of NJ also will have Tidelands claims to the area now or formerly below mean high water. The Waterfront Development permit will have to include an application to the NJDEP Bureau of Tidelands, requesting a license or lease to construct within and permanently occupy the area, if a conveyance is not currently in place that would allow the construction.

The US Army Corps of Engineers (ACOE) has co-regulatory authority over construction below the high tide line, which is the normal high water mark established onsite by visual observation. One or more outfalls located at or below this line will also require a permit from the ACOE.

As part of our Proposal, we will identify the specific permitting needs for both the NJDEP and the ACOE, based on a field assessment, a detailed regulatory review and review of existing federal and state environmental resource mapping. We will also develop a realistic timeframe for permit submission and agency review, to be included in our deliverable package to the JCRA. Based on our knowledge of the requirements of both agencies, and our established working relationship with their project managers, we anticipate a timely review by both agencies.

### **Soil Erosion and Sediment Control Certificate:**

CME will prepare and file on behalf of the JCRA the application, plans and reports associated with the Soil Erosion and Sediment Control Plan certification for submission to the Hudson Essex Passaic Soil Conservation District.

### **Treatment Works Approval:**

CME will prepare and submit a permit application for NJDEP Treatment Works Approval for the project and satisfactorily address all technical comments from NJDEP on the contract documents.

## **ASSUMPTIONS AND LIMITATIONS**

- JCRA will provide an updated topographic plan and site survey JCRA will provide an updated topographic plan and site survey
- JCRA will provide subsurface investigation information for use to support the design effort. CME has budgeted for additional nine soil borings to supplement the available information, if needed.
- Design Documents will be prepared in compliance with the Open Space Design Standards and site wide Environmental Remedies
- No Site Remediation work is included in this proposal. CME can provide a proposal for LSRP services, if requested by the JCRA.





- No traffic engineering design efforts are included in this proposal. CME has the capabilities required to provide these services, when required
- No design efforts are included for designing Offsite Roadways and/or Utilities Improvements, except design effort associated with connecting to existing utilities.
- No Structural Walls are required for the proposed development
- Proposed Geotechnical Services are limited to the construction of the roadways and utilities
- No construction Stakeout and Preparation of As-built Plans
- No Parking Garage Design is included
- Planning Services are limited to the tasks identified in the above scope

### **COST PROPOSAL**

The estimated cost of our proposed services is \$394,700. A breakdown of the proposed fees by task is shown in the table below. CME will bill the services on monthly basis and in accordance with the attached rate sheet.

As stated above, this proposal does not include provisions for Environmental Engineering and Consulting Services. Our experience with similar projects indicates that that the project would require such services. Should the JCRA require environmental services, CME will be glad to provide such services in accordance with the attached rate sheet for environmental services.

<b>ESTIMATED PROJECT BUDGET</b>		
<b>Task Description</b>		<b>Estimated Budget</b>
<b>TASK 1</b>	<b>REVIEW OF EXISTING DOCUMENTS</b>	<b>\$21,400</b>
<b>TASK 2</b>	<b>ATTEND PROJECT MEETINGS</b>	<b>\$13,300</b>
<b>TASK 3</b>	<b>VALUE ENGINEERING</b>	<b>\$15,500</b>
<b>TASK 4</b>	<b>UPDATE INFRASTRUCTURE MASTER CONCEPT DESIGN</b>	<b>\$21,200</b>
<b>TASK 5</b>	<b>PREPARATION OF DETAILED ENGINEERING DESIGN OF PHASE I</b>	<b>\$287,700</b>
-	<b>SITE ENGINEERING AND STORM WATER MANAGEMENT</b>	<b>\$91,700</b>
-	<b>SANITARY AND WATER SERVICES</b>	<b>\$87,200</b>
-	<b>SUBSURFACE INVESTIGATIONS</b>	<b>\$35,300</b>
-	<b>LANDSCAPING</b>	<b>\$38,200</b>
-	<b>LIGHTING</b>	<b>\$7,000</b>
-	<b>HIGH LEVEL ANALYSIS FOR CONNECTING TO CSO</b>	<b>\$28,300</b>
<b>TASK 6</b>	<b>PERMITTING STRATEGY FOR PHASE I</b>	<b>\$35,600</b>
<b>TOTAL</b>		<b>\$394,700</b>



**AUTHORITY CONSULTING ENGINEERING SERVICES**  
**GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JUNE 30, 2018**

Senior Project Manager.....	\$170.00 Per Hour
Project Manager.....	\$169.00 Per Hour
Project Leader.....	\$168.00 Per Hour
Professional Engineer.....	\$167.00 Per Hour
Senior Project Engineer.....	\$164.00 Per Hour
Project Engineer.....	\$158.00 Per Hour
Senior Design Engineer.....	\$156.00 Per Hour
Design Engineer.....	\$155.00 Per Hour
Senior Engineering Technician.....	\$143.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$137.00 Per Hour
Professional Land Surveyor.....	\$173.00 Per Hour
Land Surveyor.....	\$144.00 Per Hour
Robotic Total Station.....	\$ 88.00 Per Hour
Party Chief.....	\$124.00 Per Hour
Survey Technician.....	\$120.00 Per Hour
Resident Engineer.....	\$145.00 Per Hour
Chief Construction Engineer.....	\$150.00 Per Hour
Senior Construction Engineer.....	\$145.00 Per Hour
Construction Engineer.....	\$142.00 Per Hour
Chief Construction Technician.....	\$139.00 Per Hour
Senior Construction Technician.....	\$135.00 Per Hour
Construction Technician.....	\$131.00 Per Hour
Technical Assistant.....	\$ 98.00 Per Hour
Senior CADD Technician.....	\$148.00 Per Hour
Licensed Landscape Architect.....	\$144.00 Per Hour
Senior Landscape Designer.....	\$135.00 Per Hour
Certified Tree Expert.....	\$121.00 Per Hour
Landscape Designer.....	\$111.00 Per Hour
Director of Planning.....	\$175.00 Per Hour
Professional Planner.....	\$160.00 Per Hour
Project Planner.....	\$152.00 Per Hour
Planning Technician.....	\$143.00 Per Hour
Partner.....	\$188.00 Per Hour
Principal.....	\$178.00 Per Hour
Managing Partner/Administrative Partner.....	\$199.00 Per Hour

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

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

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

**Contaminated Material** - It is understood that CME is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.





EXHIBIT A  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A 10:5-31 et seq (P.L. 1975, C. 127)  
N.J.A.C 17:27  
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C 17-27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at NJAC 17:27.

CME Associates herein agrees to comply with the mandatory language of the above pursuant to P.L. 1975, c. 127.

Sworn on this

day of

July 20, 2020  
Amy S. Terhune  
Notary Public, State of New Jersey

David J. Samuel, P.E., P.P., C.M.E.  
Managing Partner, CME Associates

AMY S. TERHUNE  
NOTARY PUBLIC OF NEW JERSEY  
Commission # 60000629  
My Commission Expires 7/24/2024



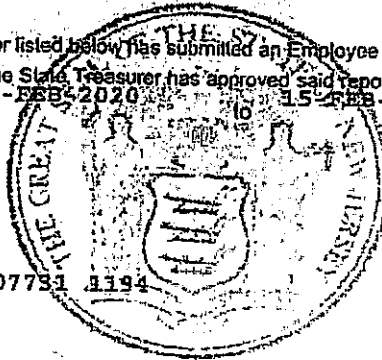
Certification<sup>1818</sup>

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2020 to 15-FEB-2023

**CME ASSOCIATES**  
**1460 ROUTE 9, SOUTH**  
**HOWELL**

**NJ 07731 1194**



*Elizabeth Maher Muoio*  
**ELIZABETH MAHER MUOIO**  
State Treasurer





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

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

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

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

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

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

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

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

**Limitations of Liability** - CME's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, this Agreement from any cause or causes, including but not limited to CME's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the services provided by CME or \$50,000, whichever is less.

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

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

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

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

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

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





**ENVIRONMENTAL ENGINEERING AND LSRP SERVICES  
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2019**

Senior Project Manager.....	\$186.00 Per Hour
Project Manager.....	\$180.00 Per Hour
Project Leader.....	\$178.00 Per Hour
Professional Engineer.....	\$174.00 Per Hour
Senior Project Engineer.....	\$166.00 Per Hour
Senior Project Scientist.....	\$165.00 Per Hour
Project Engineer/Scientist I.....	\$165.00 Per Hour
Project Engineer/Scientist II.....	\$152.00 Per Hour
Project Engineer.....	\$149.00 Per Hour
Project Engineer/Scientist III.....	\$146.00 Per Hour
Project Scientist.....	\$146.00 Per Hour
Project Engineer/Scientist IV.....	\$133.00 Per Hour
Senior Design Engineer.....	\$151.00 Per Hour
Staff Scientist.....	\$122.00 Per Hour
Senior Field Engineer/Geologist.....	\$150.00 Per Hour
Field Engineer/Geologist.....	\$133.00 Per Hour
Staff Geologist.....	\$122.00 Per Hour
Design Engineer.....	\$119.00 Per Hour
Senior Engineering Technician.....	\$110.00 Per Hour
Environmental Technician.....	\$102.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$106.00 Per Hour
Professional Land Surveyor.....	\$164.00 Per Hour
Land Surveyor.....	\$141.00 Per Hour
Robotic Total Station.....	\$ 85.00 Per Hour
Party Chief.....	\$119.00 Per Hour
Survey Technician.....	\$ 94.00 Per Hour
Resident Engineer.....	\$142.00 Per Hour
Chief Construction Engineer.....	\$133.00 Per Hour
Senior Construction Engineer.....	\$111.00 Per Hour
Construction Engineer.....	\$108.00 Per Hour
Chief Construction Technician.....	\$ 93.00 Per Hour
Senior Construction Technician.....	\$ 83.00 Per Hour
Construction Technician.....	\$ 77.00 Per Hour
Technical Assistant.....	\$ 85.00 Per Hour
Senior CADD Technician.....	\$118.00 Per Hour
Licensed Landscape Architect.....	\$158.00 Per Hour
Senior Landscape Designer.....	\$142.00 Per Hour
Certified Tree Expert.....	\$127.00 Per Hour
Landscape Designer.....	\$113.00 Per Hour
Director of Planning.....	\$168.00 Per Hour
Professional Planner.....	\$166.00 Per Hour
Project Planner.....	\$142.00 Per Hour
Planning Technician.....	\$117.00 Per Hour
Partner.....	\$207.00 Per Hour
Principal/Environmental.....	\$207.00 Per Hour
Managing Partner/Administrative Partner.....	\$217.00 Per Hour

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



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
20.801  
TRENTON, N.J. 08646-0222

TAXPAYER NAME

STEFANIS, SAMUEL D. CORNELL, MCCLELLAN

TRADE NAME

CONSULTING AND MUNICIPAL ENGINEERS

TAXPAYER IDENTIFICATION#

223-484-435/000

CONTRACTOR CERTIFICATION#

15495

ADDRESS

7460 ROUTE 8 SOUTH

HOWELL LINTO

ISSUANCE DATE

05/07/02

EFFECTIVE DATE

01/01/97

FORM-BRC(08-01)

Deputy Director

This certificate is not assignable or transferable. It must be conspicuously displayed at all business addresses.





**EXHIBIT B**

**JERSEY CITY REDEVELOPMENT AGENCY  
BOARD OF COMMISSIONERS  
RESOLUTION 20-05-3**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY REAUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH CME ASSOCIATES FOR ENGINEERING SERVICES IN THE BAYFRONT I REDEVELOPMENT AREA**

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

**WHEREAS**, on October 10, 2018 the City finally adopted an ordinance (the "City Ordinance") authorizing public financing for the acquisition of approximately seventy (70) acres of real property located within the Redevelopment Area (the "Property") from Bayfront Redevelopment LLC; and

**WHEREAS**, in accordance with the City Ordinance, title to the Property transferred from Bayfront to the City on January 15, 2019; and

**WHEREAS**, in connection with the redevelopment of the Redevelopment Area, the City entered into a certain Cooperation Agreement (the "Cooperation Agreement") with the Jersey City Redevelopment Agency (the "Agency") pursuant to which the Agency is authorized to oversee and manage the redevelopment of the Property, including procurement of all necessary professionals; and

**WHEREAS**, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, the Redevelopment Plan and the Cooperation Agreement, the Agency requires professional engineering consulting services from an experienced and qualified firm to perform due diligence review, attend meetings, render value engineering services, update infrastructure master concept design, prepare engineering designs, coordinate permitting strategy and perform other related services (the "Engineering Services") relating to the Redevelopment Area; and

**WHEREAS**, on May 21, 2019 the Board of Commissioners of the Agency approved Resolution No. 19-05-5 authorizing a professional services agreement with CME Associates ("CME") to provide the Engineering Services; and

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

**WHEREAS**, CME submitted an updated proposal to the Agency (the "Proposal") describing the status of CME's performance of the Engineering Services and setting forth the remaining Engineering Services to be performed; and

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

**WHEREAS**, the Agency wishes to reauthorize and amend the professional services contract with CME to continue performing the Engineering Services at the Property to be a total contract amount not to exceed \$509,110.00, which amount includes additional work in the amount of \$114,410.00, to be paid in accordance with the rates and for the categories of work set forth in the Proposal; and

**WHEREAS**, funds are available for the costs of the Engineering Services; and

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

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

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

**Section 2.** The Board of Commissioners hereby reauthorizes and amends a professional services contract with CME for performance of the Engineering Services for a total contract amount not to exceed \$509,110.00, and for a term to expire no later than one (1) year after the effective date of such agreement in accordance with terms and conditions set forth in the Agency's form professional services agreement and the Proposal.

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

**Section 4.** This resolution shall take effect immediately.

  
Diana H. Jeffrey, Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of May 19, 2020.

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

**EXHIBIT C**

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

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that  
CME Associates (name of business entity) has not made any reportable  
contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council  
awards contract) that would be deemed to be violations of Section One of the City of Jersey City's  
Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award  
of this contract. I further certify that during the term of the contract CME Associates  
(name of business entity) will not make any reportable contributions in violation of Ordinance 08-  
128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and  
certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: CME Associates, P

Signed David J. Samuel Title: Managing Partner

Print Name David J. Samuel, P.E., P.P., C.M.E. Date: 7/13/20

Subscribed and sworn before me  
this 13<sup>th</sup> day of July, 2020.  
My Commission expires:

Amy S. Terhune  
Amy S. Terhune, Notary Public  
(Print name & title of affiant) (Corporate Seal)

**AMY S. TERHUNE  
NOTARY PUBLIC OF NEW JERSEY  
Commission # 50000629  
My Commission Expires 7/24/2024**

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of  
contributions made prior to the effective date Ordinance 08-128 (September 23, 2008)  
shall be deemed to be a violation of the Ordinance.**

## **EXHIBIT D**

### **MANDATORY AFFIRMATIVE ACTION LANGUAGE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## **EXHIBIT E**

### **STATUTE PROHIBITING DISCRIMINATION IN PUBLIC CONTRACTS**

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

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

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



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A  
FIRST AMENDMENT TO CONTRACT NO. 21-08-CJ4 WITH  
BUREAU BAILLET FOR LEGAL SERVICES FOR THE  
PROPERTY IDENTIFIED AS BLOCK 9501, LOT 22, COMMONLY  
KNOWN AS 84 SIP AVENUE/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**, pursuant to the Redevelopment Law, the City adopted a redevelopment plan known as the Journal Square 2060 Redevelopment Plan (as amended and as may be further amended and supplemented from time to time, the “**Redevelopment Plan**”) to effectuate and regulate the redevelopment of the area designated by the City as the Journal Square 2060 Redevelopment Area (the “**Redevelopment Area**”); and

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

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

**WHEREAS**, the City and the Agency have determined 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 (“**Centre Pompidou**”) as the cultural partner for the Pathside Museum Project (“**Project**”) and the Agency and the Centre Pompidou have entered into Implementation Contract 1 for the Project; and

**WHEREAS**, the Agency has a need for specialized legal services in connection with the Project (the “**Legal Services**”) and its contractual relationship with the Centre Pompidou from an experienced and qualified law firm with an expertise in French law; and

**WHEREAS**, Bureau Baillet (the “**Attorney**”) provided the Agency with a proposal dated July 25, 2021 (the “**Proposal**”), which lists the tasks proposed to be completed and proposes hourly billing for services provided at the rate of Three Hundred Twenty Euros (€320.00) per hour; and

**WHEREAS**, on November 1, 2021, in accordance with Resolution No. 21-08-12 and the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the “**LPCL**”), the Agency entered into Contract No. 21-08-CJ4 with the Attorney for the services set forth in the Proposal (“**2021 Contract**”); and

**WHEREAS**, it is necessary to increase the amount of the 2021 Contract to permit the Attorney to perform the services required under the 2021 Contract and the Attorney will do so for an additional amount not to exceed an additional Ten Thousand Dollars (\$10,000) which will increase the total contract amount to Twenty-Five Thousand Dollars (\$25,000); and

**WHEREAS**, the Agency desires to amend the 2021 Contract to authorize the Attorney to perform all of its obligations under the 2021 Contract; and

**WHEREAS**, the Agency hereby certifies that there are funds available for such costs pursuant to the Cooperation 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 incorporated herein as if set forth at length.

**Section 2.** The Board of Commissioners hereby authorizes an amendment to the 2021 Contract to permit the Attorney to perform the legal services set forth in the Proposal, for an additional amount not to exceed Ten Thousand United States Dollars (\$10,000.00), and such that the total revised 2021 Contract amount is Twenty-Five Thousand Dollars (\$25,000.00) payable in accordance with the rates set forth in the Proposal. Except as expressly authorized herein, all other terms and conditions of the 2021 Contract shall remain unchanged and in full force and effect.

**Section 3.** The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are 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 in accordance with the LPCL.

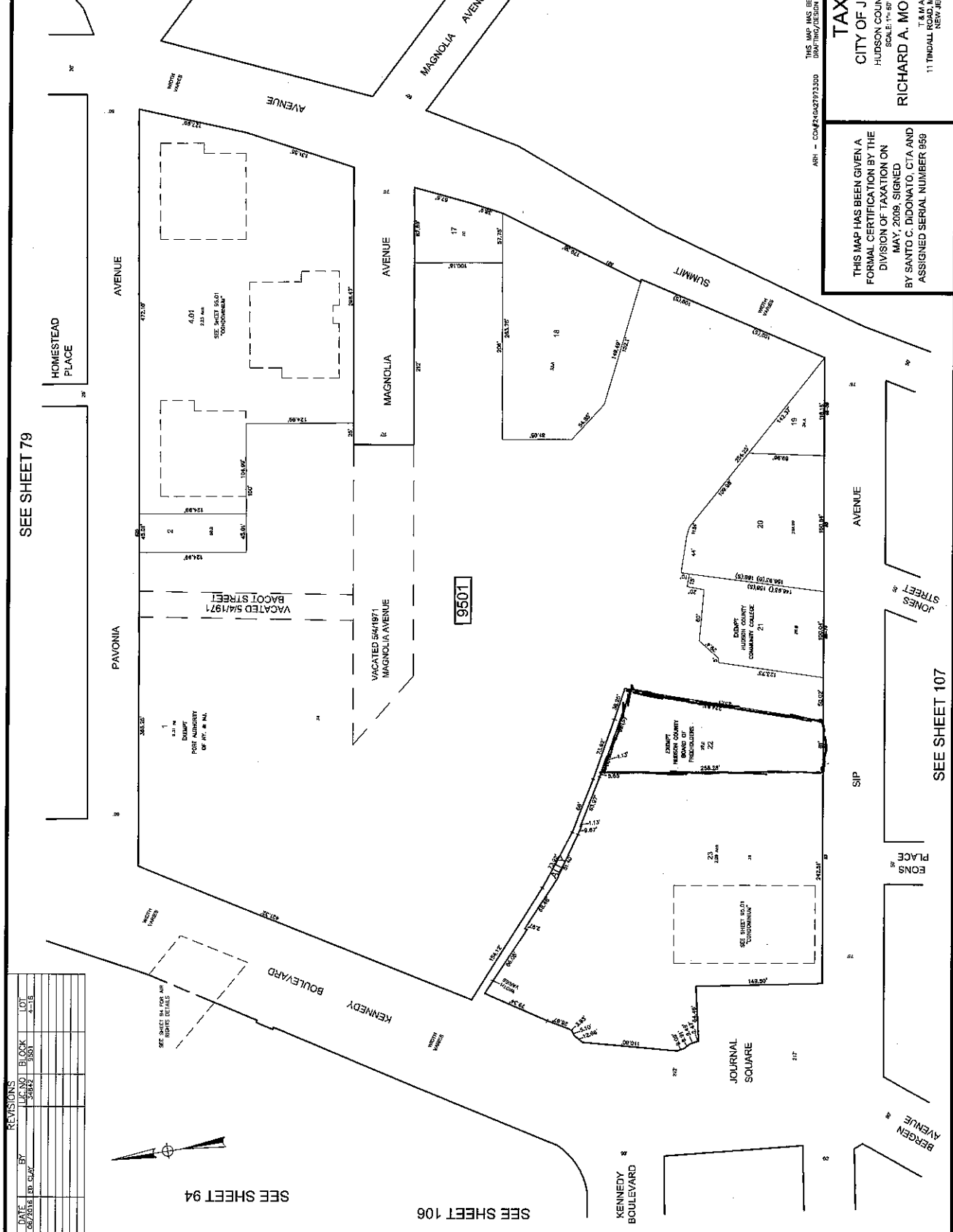
**Section 4.** This Resolution shall take effect immediately.

**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 of March 15, 2022.**

 **CAF**  
Diana H. Jeffrey, Secretary

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

REVISIONS			
DATE	BY	REASON	LOT
06/20/16	ED. C.J.R.	5442	4-18



SEE SHEET 79  
SEE SHEET 94  
SEE SHEET 96  
SEE SHEET 106  
SEE SHEET 107  
SEE SHEET 108

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED DRAFTING/DESIGN (CAD/D) AND COORDINATE GEOMETRY.  
A301 - COMPARISON 07/03/00  
TO SHOW CONTINUITY AS OF PRELIMINARY

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

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY MAKING APPLICATION TO THE LOCAL FINANCE BOARD PURSUANT TO N.J.S.A. 40A:5A-24 IN CONNECTION WITH THE PATHSIDE REDEVELOPMENT PROJECT, LOCATED AT BLOCK 9501, LOT 22, COMMONLY KNOWN AS 25 PATHSIDE A/K/A 84 SIP AVENUE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA**

**WHEREAS**, the City of Jersey City, in the County of Hudson (the “City”) has designated certain areas within its borders, including but not limited to that certain property commonly known as 25 Pathside (also known as 25 Journal Square and 84 Sip Avenue) and identified on the official tax map of the City as Block 9501, Lot 22 (the “Property”), as an area in need of redevelopment (the “Journal Square 2060 Redevelopment Area”); and

**WHEREAS**, the City has enacted the Journal Square 2060 Redevelopment Plan (the “Redevelopment Plan”); and

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

**WHEREAS**, in furtherance of the Redevelopment Law, the Agency’s corporate purposes, and the revitalization and redevelopment of the Journal Square 2060 Redevelopment Area, in each of 2018 through 2021, the Agency issued one-year project notes (as currently outstanding, the “Outstanding Project Note”), pursuant to *N.J.S.A. 40A:5A-6* and *40A:12A-29(a)(3)*, in the amount of \$10,000,000, to finance the acquisition of, and renovation of, the Property, with a view toward redeveloping same; and

**WHEREAS**, the Agency desires to make application to the Local Finance Board for approval pursuant to *N.J.S.A. 40A:5A-24*, of the adoption of a supplemental project note resolution providing for the current refunding of the Outstanding Project Note; and

**WHEREAS**, the Agency believes that:

- (a) it is in the public interest to accomplish such purpose;
- (b) said purpose or improvements are for the health, welfare, convenience or betterment of the inhabitants of the local unit or units;
- (c) the amounts to be expended for said purpose or improvements are not unreasonable or exorbitant;
- (d) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the local unit or units and will not create an undue financial burden to be placed upon the local unit or units,

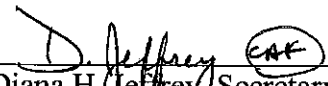
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY, IN THE COUNTY OF HUDSON, NEW JERSEY AS FOLLOWS:**

**Section 1.** The application to the Local Finance Board is hereby approved, and the Agency's Bond Counsel, auditor and financial advisor, along with other representatives of the Agency, are hereby authorized to prepare such application and to represent the Agency in matters pertaining thereto.

**Section 2.** The Executive Director of the Agency is hereby directed to prepare and file a copy of the resolution with the Local Finance Board as part of such application.

**Section 3.** The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as provided by the applicable New Jersey Statute.

**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 March 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	✓			



**STATE OF NEW JERSEY  
DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF LOCAL GOVERNMENT SERVICES  
LOCAL FINANCE BOARD**

**APPLICATION CERTIFICATION**

**APPLICANT'S NAME: JERSEY CITY REDEVELOPMENT AGENCY**

I, DANIEL RIVERA, CHAIRMAN OF THE JERSEY CITY REDEVELOPMENT AGENCY (THE "AGENCY"), IN THE COUNTY OF HUDSON, NEW JERSEY, DO HEREBY DECLARE:

That the documents submitted herewith and the statements contained herein are true to the best of my knowledge and belief; and

That this application was considered, and its submission to the Local Finance Board was approved, by the Agency at a meeting on March 15, 2022; and

That the governing body of the Agency has notified the City of Jersey, New Jersey (the "City") of its submission of this application to the Local Finance Board and has made available to the City, a true copy of this application.

\_\_\_\_\_  
Daniel Rivera  
Chairman

ATTEST:

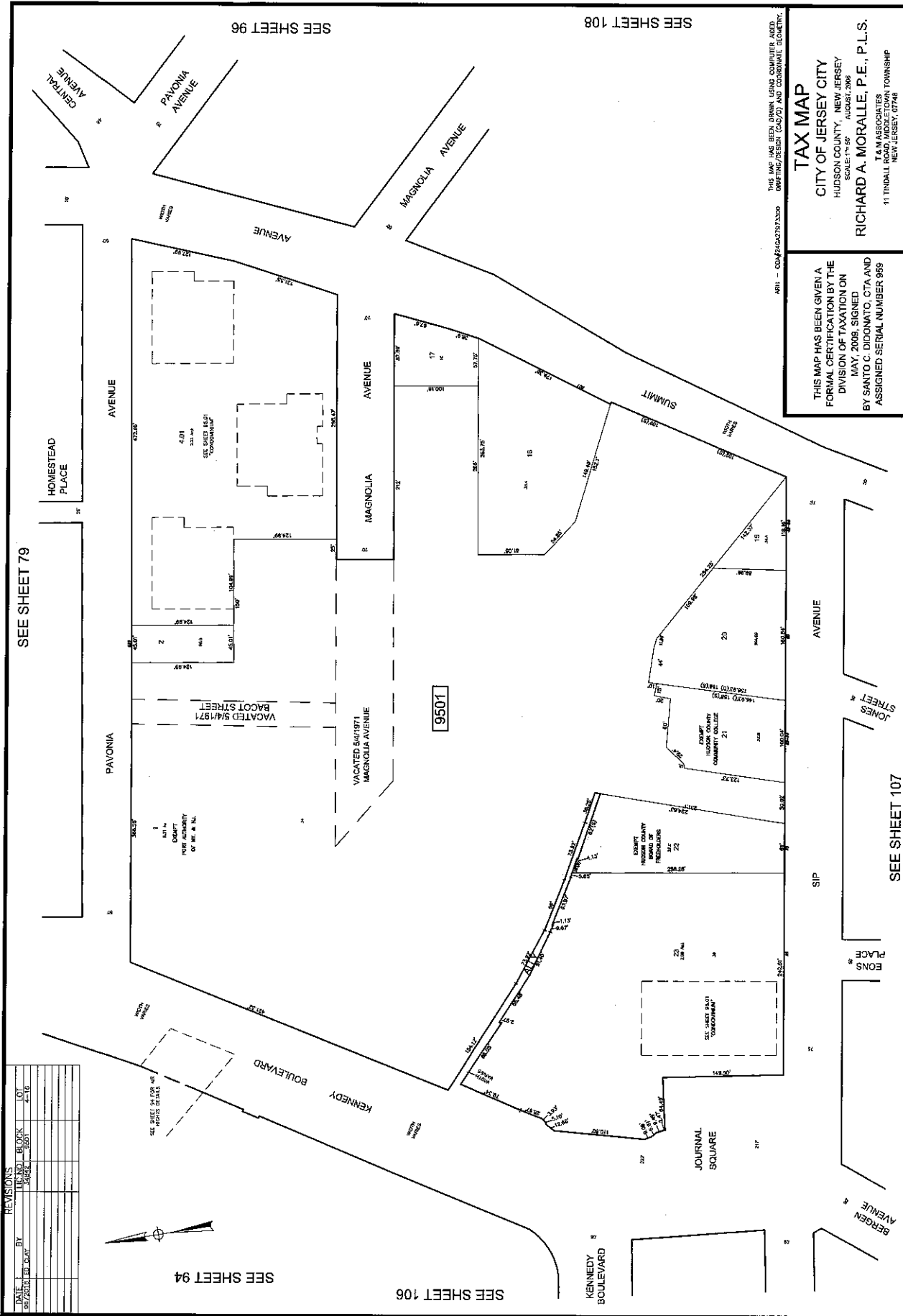
\_\_\_\_\_  
Name:

Title:

Date: March 15, 2022

REVISIONS			
DATE	BY	DESCRIPTION	LOT
07/20/10	LD	501	4-16

SEE SHEET 79



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

THIS MAP HAS BEEN GIVEN A  
 FORMAL CERTIFICATION BY THE  
 DIVISION OF TAXATION ON  
 MAY, 2008, SIGNED  
 BY SANTO C. DIONATO, CTA AND  
 ASSIGNED SERIAL NUMBER 989

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED  
 DRAFTING/DESIGN (CADD) AND COORDINATE GEOMETRY.  
 APP - COM-25407573300

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING  
EXECUTIVE DIRECTOR DIANA H. JEFFREY TO TRAVEL TO  
PARIS, FRANCE, FOR MEETINGS RELATED TO THE  
PATHSIDE MUSEUM PROJECT WITHIN THE JOURNAL  
SQUARE 2060 REDEVELOPMENT AREA**

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

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

**WHEREAS**, the Agency owns property within the Redevelopment Area known as 25 Journal Square/84 Sip Avenue (the "**Pathside Building**") and is responsible for undertaking the redevelopment of the Pathside Building pursuant to that certain Cooperation Agreement for the Journal Square Cultural and Arts Initiative dated May 5, 2021 by and between the Agency and the City; and

**WHEREAS**, pursuant to the Redevelopment Law and that certain Memorandum of Understanding authorized by Agency Resolution No. 21-06-10, the City and the Agency have partnered with Centre national d'art et de culture Georges Pompidou ("**Centre Pompidou**"), a French public cultural establishment, in furtherance of the redevelopment of the Pathside Building as a museum (the "**Pathside Museum Project**"); and

**WHEREAS**, in furtherance of the Pathside Museum Project, the Agency wishes to authorize Executive Director, Diana H. Jeffrey (the "**Executive Director**"), to travel to Paris, France on official Agency business from March 13, 2022 through March 17, 2022 to participate in meetings with Centre Pompidou,

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


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

**Section 2.** The Board of Commissioners hereby authorizes the Executive Director to travel to Paris, France from March 13, 2022 to March 17, 2022 to participate in meetings with Centre Pompidou.

**Section 3.** The Board of Commissioners hereby authorizes the reimbursement of eligible costs for transportation (air and ground), overnight accommodations and meals incurred by the Executive Director to attend meetings with Centre Pompidou in Paris, France, all in accordance with the travel policy set forth in the Agency's employee manual.

**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 March 15, 2022.**

 **CAF**  
Diana H. Jeffrey, Secretary

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY REAUTHORIZING CONTRACT NO. 20-04-CF1 WITH BROWNFIELD REDEVELOPMENT SOLUTIONS, INC. FOR ENVIRONMENTAL SERVICES AT CERTAIN PROPERTY IDENTIFIED AS BLOCK 15801, LOT 70, COMMONLY KNOWN AS 317 SKINNER MEMORIAL DRIVE, WITHIN THE GRAND JERSEY REDEVELOPMENT AREA**

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

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

**WHEREAS**, the City owns certain property located within the Redevelopment Area identified as Block 15801, Lot 70, commonly known as 317 Skinner Memorial Drive ("**Lot 70**"); and

**WHEREAS**, the Jersey City Redevelopment Agency (the "**Agency**") was established by the City in accordance with the Redevelopment Law, with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

**WHEREAS**, the Agency and 8 Aetna LLC are parties to that certain Redevelopment Agreement dated December 18, 2019 (as amended) for the redevelopment of certain properties within the Redevelopment Area, including Lot 70; and

**WHEREAS**, pursuant to City Ordinance 19-013 finally adopted on February 5, 2019, the City is authorized to and intends to transfer certain parcels, including Lot 70, to the Agency for the purpose of aiding and cooperating in the undertaking of the redevelopment projects in the Redevelopment Area; and

**WHEREAS**, in furtherance of the goals and objectives of the Redevelopment Law and the Redevelopment Plan, the Agency requires certain professional environmental services at the Properties, including a Phase I Site Assessment for Lot 70 (the "**Environmental Services**") in order to maintain federal liability protections and thus preserve the ability use Environmental Protection Agency grant funding (assessment and RLF) prior to the Agency's acquisition of the Properties; and

**WHEREAS**, pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, the Agency and BRS entered in Contract No. 20-04-CF1 ("**Contract**") with Brownfield Redevelopment Solutions, Inc. (the "**BRS**") to perform the Environmental Services as authorized on April 1, 2020 by Resolution No. 20-SP04-3; and

**WHEREAS**, by Resolution 21-03-8, the Agency's Board of Commissioners reauthorized and the Contract for the continuation and completion of the Environmental Services in accordance with the Proposal; and

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

**WHEREAS**, on March 3, 2022, BRS submitted an updated proposal to the Agency (the "**Proposal**") describing the remaining Environmental Services to be performed, including the completion of the Phase I Site Assessment for Lot 70 only, which work will commence at such time when a Lot 70 transfer date is established; and

**WHEREAS**, pursuant to *N.J.S.A.* 19:44A-20.4 *et seq.*, by Resolution No. 21-08-04 adopted on August 17, 2021 the Agency qualified BRS to perform environmental services in all project areas; and

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

**WHEREAS**, the Agency wishes to reauthorize the Contract with BRS for the continuation and completion of the Environmental Services at Lot 70 as set forth in the Proposal for a total contract amount not to exceed \$2,700, to be paid in accordance with the rates set forth in the Proposal, for a term to expire no later than one (1) year after the effective date, or upon completion of the Environmental Services, whichever is earlier; and

**WHEREAS**, the Agency certifies that it has funds available for such costs through 2016 Hazardous Substances Assessment Grant, BF 96273700, awarded to the Agency by the U.S. Environmental Protection Agency; and

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

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

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

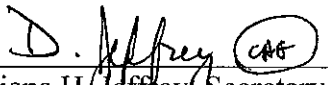
**Section 2.** The Board of Commissioners hereby reauthorizes the Contract for the continued performance of Environmental Services as set forth in the Proposal for a total contract amount not to exceed \$2,700.00, and for a term to expire no later than one (1) year after the effective date, or upon completion of the Environmental Services, whichever is earlier, in accordance with terms and conditions set forth in the Agency's form professional services agreement.

**Section 3.** The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute the professional services agreement authorized herein,

together with such additions, deletions and/or modifications as may be deemed necessary in consultation with counsel, and any and all other documents necessary to effectuate this resolution, in consultation with counsel.

**Section 4.** This resolution shall take effect immediately.

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of March 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 EXTENDING THE DESIGNATION OF TEAM WALKER, INC. AS REDEVELOPER OF CERTAIN PROPERTY LOCATED UPON BLOCK 20102, LOT 40 COMMONLY KNOWN AS 379 COMMUNIPAW AVENUE AND ADDING BLOCK 20102, LOT 41.01 COMMONLY KNOWN AS 373 COMMUNIPAW AVENUE TO THE DESIGNATION WITHIN THE MORRIS CANAL REDEVELOPMENT AREA**

**WHEREAS**, the City of Jersey City ("City") has designated a delineated area known as the Morris Canal Redevelopment Area as an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12-1 et seq. ("LRHL"); and

**WHEREAS**, the City has enacted the Morris Canal Redevelopment Plan (the "Redevelopment Plan") in order to effectuate the redevelopment of the Morris Canal Redevelopment Area; and

**WHEREAS**, on August 16, 2016, the Jersey City Redevelopment Agency ("JCRA") adopted Resolution No. 16-08-12 designating Team Walker, Inc. (the "Redeveloper") as the redeveloper of certain property located within the Morris Canal Redevelopment Area identified on the official tax maps of the City as Block 20102, Lot 40, commonly known as 379 Communipaw Avenue (the "Property"); and

**WHEREAS**, pursuant to Resolution No. 18-05-20, the Redeveloper's designation was renewed through the end of 2018 at which time the designation lapsed; and

**WHEREAS**, in accordance with the Redevelopment Plan, the Redeveloper now proposes to construct a five-story mixed-use building including classrooms, 28 residential units and commercial retail space (the "Project"); and

**WHEREAS**, on February 23, 2021, pursuant to Resolution No. 21-SP02-2-15, the JCRA re-designated the Redeveloper as redeveloper of the Property for a period of one hundred and eighty (180) days, ending on August 22, 2021 unless extended for thirty (30) days by the Executive Director in her sole discretion, to allow for the entry into a Redevelopment Agreement; and

**WHEREAS**, on or about August 25, 2021, the Executive Director of the JCRA extended the designation of the Redeveloper as redeveloper of the Property for an additional thirty (30) days as of August 22, 2021 to expire on September 22, 2021; and

**WHEREAS**, on September 21, 2021, pursuant to Resolution No. 21-09-16, the JCRA re-designated the Redeveloper as redeveloper of the Property for a period of sixty (60) days, expiring on November 20, 2021, unless extended for a period of not more than thirty (30) days by the Executive Director in her sole discretion; and



**WHEREAS**, the Executive Director of the JCRA subsequently extended the designation of the Redeveloper as redeveloper of the Property for an additional thirty (30) days; and

**WHEREAS**, on December 21, 2021, pursuant to Resolution No. 21-12-26, the JCRA re-designated the Redeveloper as redeveloper of the Property for a period of sixty (60) days, expiring on February 19, 2022, unless extended for a period of not more than thirty (30) days by the Executive Director in her sole discretion; and

**WHEREAS**, on or about February 28, 2022, the Executive Director of the JCRA extended the designation of the Redeveloper as redeveloper of the Property for an additional thirty (30) days as of February 28, 2022 to expire on March 21, 2022; and

**WHEREAS**, in order to allow the JCRA and Redeveloper to complete negotiations and enter into a Redevelopment Agreement for the Project, the JCRA wishes to grant a third extension of the Redeveloper's designation as redeveloper of the Property for an additional period of sixty (60) days, which date could be extended for an additional thirty (30) days in the sole discretion of the Executive Director of the JCRA; and

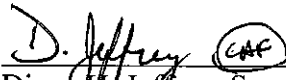
**WHEREAS**, the JCRA further wishes to designate the Redeveloper as the redeveloper of Block 20102, Lot 41.01, commonly known as 373 Communipaw Avenue (the "**Additional Lot**"), which is currently owned by the Redeveloper and is adjacent to the Property. Both Lot 41.01 and Lot 40 will comprise one project, and there will be one Redevelopment Agreement.

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

1. The above recitals are incorporated by reference as if fully set forth herein.
2. Team Walker, Inc. is hereby designated as the Redeveloper of the Additional Lot for a period of sixty (60) days from March 21, 2022 to allow the JCRA and the Redeveloper to complete negotiations and enter into a Redevelopment Agreement for the redevelopment of the Additional Lot (Lot 41.01) and the Property (Lot 40), unless extended for a period of not more than thirty (30) days by the Executive Director in her sole discretion.
3. The designation of the Redeveloper as redeveloper for the Property is hereby extended for a period of sixty (60) days from March 21, 2022, subject to an additional thirty (30) day extension in the sole discretion of the Executive Director to allow the JCRA and the Redeveloper to complete negotiations and enter into a Redevelopment Agreement for the redevelopment of the additional Lot and the Property.
4. If the JCRA and the Redeveloper have not executed a mutually acceptable Redevelopment Agreement in accordance with the time periods set forth in Paragraphs 2 and 3 of this Resolution, the designation of Redeveloper as redeveloper of the Property and the Additional Lot shall automatically expire without any need for any further action of the JCRA's Board.

5. The Chair, Vice Chair, Executive Director and/or Secretary of the JCRA are hereby authorized to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.
6. This Resolution shall take effect immediately upon adoption.

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

  
Diana M. 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	✓			

DATE: 10/1/2001  
BY: J. MORALE  
FOR: CITY OF JERSEY CITY  
PROJECT: TAX MAP  
SHEET: 201

SEE SHEET 189

WOODWARD AVENUE

STREET

AVENUE

AVENUE

VAN - HORNE STREET

STREET

HALLADAY STREET

STREET

BRAMHALL AVENUE

COMMUNIPAW AVENUE

PACIFIC AVENUE

AVENUE

SEE SHEET 199

SEE SHEET 200

SEE SHEET 202

THIS MAP HAS BEEN GIVEN A  
FORMAL CERTIFICATION BY THE  
DIVISION OF TAXATION ON  
MAY 2003, SIGNED  
BY SANTO C. DIDIANO, CTA AND  
ASSIGNED SERIAL NUMBER 959

**TAX MAP**  
CITY OF JERSEY CITY  
HUDSON COUNTY, NEW JERSEY  
LOCAL TAX MAP NO. 2001  
RICHARD A. MORALE, P.E., P.L.S.  
T.A.M. ASSOCIATES  
11 HIGHLAND ROAD, SUITE 100  
NEW JERSEY, 07740

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED REDEVELOPMENT AGREEMENT WITH WE BUILD THIS LLC FOR BLOCK 19005, LOT 30 COMMONLY KNOWN AS 332 WHITON STREET, LOCATED WITHIN THE MORRIS CANAL REDEVELOPMENT PLAN**

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

**WHEREAS**, on December 20, 2017, the Jersey City Redevelopment Agency (the "**Agency**") entered into a Redevelopment Agreement (the "**Redevelopment Agreement**") with D2KL Associates LLC ("**D2KL**") for the Agency's sale of the Property to D2KL and for D2KL's redevelopment of the Property with a redevelopment project within specified deadlines; and

**WHEREAS**, D2KL subsequently filed a request with the Agency seeking the Agency's consent to D2KL's sale of the Property, and its assignment of its rights under the Redevelopment Agreement, to We Build This LLC; and

**WHEREAS**, on January 18, 2022, the Agency's Board of Commissioners adopted Resolution 22-01-13 providing the Agency's consent to D2KL's sale of the Property, and its assignment of its rights under the Redevelopment Agreement, to We Build This LLC, conditioned upon (i) D2KL's obligation to pay the Agency any outstanding professional cost escrow or administrative fees as directed by the Agency prior to conveying the Property to We Build This LLC, (ii) the requirement that We Build This LLC enter into an amended and restated redevelopment agreement with the Agency for the Property within sixty (60) days of the date of the resolution, and (iii) the Agency's right to contest the validity of the sale price that D2KL will charge to We Build This LLC for the Property and to seek to claw back some or all of this sale price from D2KL as the Agency deems appropriate; and

**WHEREAS**, after adopting this Resolution, the Agency having negotiated the terms of an amended and restated redevelopment agreement with We Build This LLC for the redevelopment of the Property (the "**Amended and Restated Redevelopment Agreement**") and having agreed to D2KL's sale of the Property to We Build This LLC for a sale price of \$111,458.00; and

**WHEREAS**, the Agency wishes to adopt this resolution in order to authorize the approval and execution of that Amended and Restated Redevelopment Agreement in substantially the form attached hereto and the sale of the Property by D2KL to We Build This LLC for a sale price of \$111,458.00.


**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Jersey City Redevelopment Agency hereby approves the Amended and Restated Redevelopment Agreement with We Build This LLC (the "**Redeveloper**") for the redevelopment of the Property

in substantially the form attached hereto and authorizes the Agency's Executive Director, Chairman, Vice Chairman and/or Secretary to execute this Redevelopment Agreement with the Redeveloper on behalf of the Agency; and

**BE IT FURTHER RESOLVED** that the Agency hereby consents to D2KL's sale of the Property to We Build This LLC for a sale price of \$111,458.00; and

**BE IT FURTHER RESOLVED** that certified copies of this resolution will be served on (i) D2KL Associates LLC, c/o Paul Kaufman, Esq., 61 Paramus Rd Suite 250, Paramus, NJ 07652, (ii) We Build This LLC, 347 Clinton Street, Hempstead, New York 11550, and (iii) the Agency's redevelopment counsel David A. Clark, Esq., at Gluck Walrath, LLP, 4 Paragon Way, Suite 400, Freehold NJ 07728.

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 March 15, 2022.

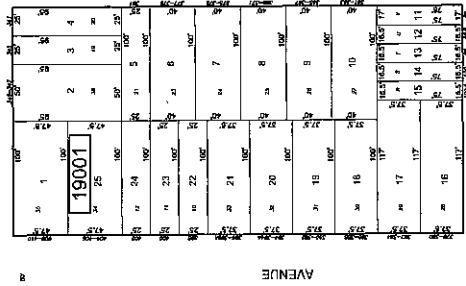
 (CAF)  
SECRETARY

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

SEE SHEET 175

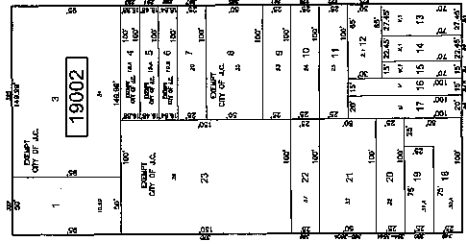
DATE	BY	REVISIONS	LOT
12/20/10	CHARLES J. AMERSON	1. 100' x 100'	1
12/20/10	CHARLES J. AMERSON	2. 100' x 100'	2
12/20/10	CHARLES J. AMERSON	3. 100' x 100'	3
12/20/10	CHARLES J. AMERSON	4. 100' x 100'	4
12/20/10	CHARLES J. AMERSON	5. 100' x 100'	5
12/20/10	CHARLES J. AMERSON	6. 100' x 100'	6
12/20/10	CHARLES J. AMERSON	7. 100' x 100'	7
12/20/10	CHARLES J. AMERSON	8. 100' x 100'	8
12/20/10	CHARLES J. AMERSON	9. 100' x 100'	9
12/20/10	CHARLES J. AMERSON	10. 100' x 100'	10
12/20/10	CHARLES J. AMERSON	11. 100' x 100'	11
12/20/10	CHARLES J. AMERSON	12. 100' x 100'	12
12/20/10	CHARLES J. AMERSON	13. 100' x 100'	13
12/20/10	CHARLES J. AMERSON	14. 100' x 100'	14
12/20/10	CHARLES J. AMERSON	15. 100' x 100'	15
12/20/10	CHARLES J. AMERSON	16. 100' x 100'	16
12/20/10	CHARLES J. AMERSON	17. 100' x 100'	17
12/20/10	CHARLES J. AMERSON	18. 100' x 100'	18
12/20/10	CHARLES J. AMERSON	19. 100' x 100'	19
12/20/10	CHARLES J. AMERSON	20. 100' x 100'	20
12/20/10	CHARLES J. AMERSON	21. 100' x 100'	21
12/20/10	CHARLES J. AMERSON	22. 100' x 100'	22
12/20/10	CHARLES J. AMERSON	23. 100' x 100'	23
12/20/10	CHARLES J. AMERSON	24. 100' x 100'	24
12/20/10	CHARLES J. AMERSON	25. 100' x 100'	25
12/20/10	CHARLES J. AMERSON	26. 100' x 100'	26
12/20/10	CHARLES J. AMERSON	27. 100' x 100'	27

JOHNSTON



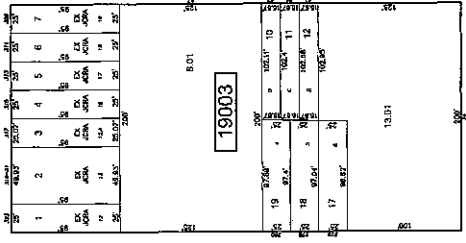
AVENUE

STREET



AVENUE

STREET



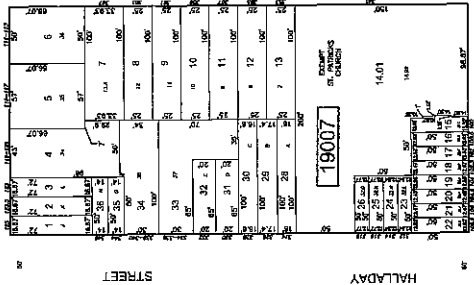
AVENUE

STREET

SEE SHEET 158

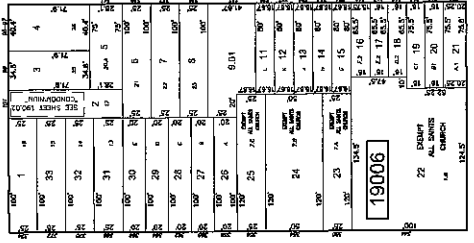


MAPLE

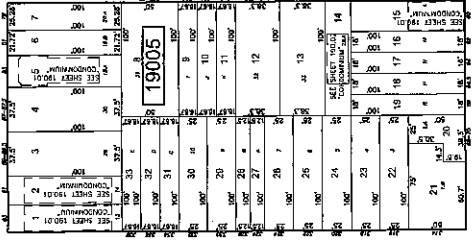


STREET

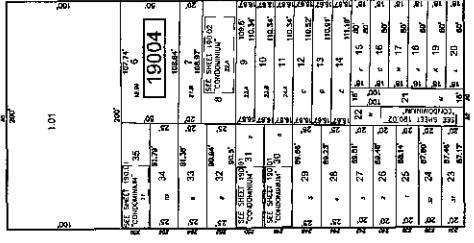
HALLADAY



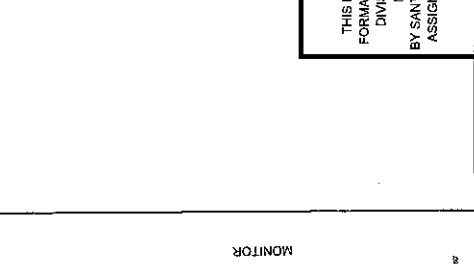
PACIFIC



WHITTON



PINE



MONITOR

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

TAX MAP

CITY OF JERSEY CITY  
HUDSON COUNTY, NEW JERSEY  
SCALE: 1" = 50'  
AUGUST, 2006  
RICHARD A. MORALLE, P.E., P.L.S.  
11 TINDALL ROAD, WILMINGTON, NEW JERSEY, 07748  
TOWN OF JERSEY CITY, NEW JERSEY, 07748

SEE SHEET 200

SEE SHEET 203

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED  
DRAWING/DESIGN (CAD/D) AND COORDINATE GEOMETRY.  
ARH - 00424027973300

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH POINT CAPITAL DEVELOPMENT, LLC WITH RESPECT TO CERTAIN PROPERTY IDENTIFIED AS BLOCK 17504, LOTS 20-25 COMMONLY KNOWN AS 118-128 MONITOR STREET WITHIN THE MORRIS CANAL REDEVELOPMENT AREA**

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

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

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

**WHEREAS**, on January 18, 2022, the JCRA adopted Resolution No. 22-01-9, which amended a prior Resolution designating the Redeveloper as the redeveloper of the Property for the purposes of completing the Project subject to entry of a redevelopment agreement within 120 days; and

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

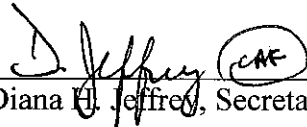
**WHEREAS**, pursuant to N.J.S.A. 40A:12A-8 and N.J.S.A. 40A:12A-9, the JCRA and Redeveloper wish to enter into a Redevelopment Agreement, which shall define and memorialize the respective obligations of the parties hereto with regard to proceeding with the redevelopment of the Property pursuant to the requirements of the Redevelopment Plan.

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

1. The above recitals are incorporated by reference as if fully set forth herein.
2. The JCRA hereby designates Point Capital Development, LLC as the designated redeveloper of Block 17504, Lots 20-25 (118-128 Monitor Street) within the Morris Canal Redevelopment Area for all purposes under the LRHL.

3. The JCRA hereby approves its entry into a Redevelopment Agreement with Point Capital Development, LLC, the form of which is attached hereto and made part hereof as **Exhibit A**.
4. The Executive Director is hereby authorized and directed to take all actions necessary to effectuate this Resolution, in consultation with counsel, including the execution of the approved Redevelopment Agreement and any other associated documents necessary to effectuate the purposes of this Resolution.
5. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.
6. A copy of this Resolution shall be available for public inspection at the offices of the JCRA.
7. This Resolution shall take effect immediately.

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



[illegible]

SEE SHEET 190

SEE SHEET 158

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

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

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

## **REDEVELOPMENT AGREEMENT**

THIS REDEVELOPMENT AGREEMENT (the "**Agreement**" or "**Redevelopment Agreement**") is entered this \_\_\_\_ day of \_\_\_\_\_ 2022 (the "**Effective Date**") by and between the

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

and

**POINT CAPITAL DEVELOPMENT, LLC ("**Redeveloper**")**, a New Jersey Limited Liability Company established, operated and authorized to do business within the State of New Jersey, having a business office located at 234 Suydam Avenue, Management Office, Jersey City, New Jersey 07304;

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

### **RECITALS**

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

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

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

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

## **ARTICLE 1**

### **DEFINITIONS**

#### **1.1 Defined Terms.**

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

**"Acquisition Notice"** shall have the meaning ascribed thereto in Section 5.2.

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

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

**"Appraised Value"** shall mean the fair market value of a Designated Acquisition Parcel, as determined by a written appraisal prepared by an MAI-appraiser engaged by the JCRA at Redeveloper's cost and expense.

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

**"Certificate of Completion"** means a written certificate issued by the JCRA in accordance with Section 4.3 of this Agreement, which shall acknowledge that Redeveloper has performed all of its duties and obligations pursuant to this Agreement relative to the Project, or a certain unit or aspect of the Project, if applicable, whose issuance shall serve to release the Project, or relevant unit or aspect of the Project, and Redeveloper from all terms, obligations and conditions contained in this Agreement (subject to Section 6.3 setting forth the Covenants and Restrictions, which survive the Certificate of Completion), and in the Applicable Law.

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

**"Condemnation Costs"** shall mean the costs and expenses incurred by the JCRA in connection with (a) the acquisition, ownership and possession of any Designated

Acquisition Parcel, or any interest therein, whether by negotiated purchase and sale or by the exercise of the JCRA's power of eminent domain; or (b) the elimination of any rights or interests in any Designated Acquisition Parcel to the extent that such interests are inconsistent with the Project. Condemnation Costs shall include, without limitation: (i) all costs arising out of or in connection with the actual or threatened exercise of the power of eminent domain by the JCRA, whether or not an action is commenced, a declaration of taking is recorded, or title is actually acquired by the JCRA; (ii) all costs and expenses of the JCRA (including but not limited to attorneys' fees) arising out of or in connection with site inspection, good faith negotiations, title investigation, survey, environmental investigation and Remediation, appraisal, litigation, or relocation; (iii) without limiting the generality of the foregoing, the price paid or to be paid to Designated Acquisition Parcel Current Owners, which shall be the just compensation value determined by the condemnation process either in bona fide negotiations with the Designated Acquisition Parcel Current Owner or as a result of the proceedings before the condemnation commissioners or the court; (iv) the amount paid to compromise or settle any claim for just compensation (as to which the JCRA agrees that the JCRA will not settle or compromise any such claim without the Redeveloper's consent, which consent shall not be unreasonably withheld or delayed); (v) title insurance costs; (vi) insurance premiums for the period in which the JCRA holds title to the Designated Acquisition Parcel; (vii) all relocation costs, including the costs of obtaining any required approval of or amendment to the WRAP; and (viii) all out-of-pocket costs and professional fees incurred in complying with N.J.S.A. 40A:12A-8(c) and N.J.S.A. 20:3-18, including, but not limited to, professional services, attorneys' fees, expert fees, inspections, appraisals, environmental investigations, court deposits and court costs and fees associated with bona-fide negotiations, commissioner's hearings, court proceedings and challenges to the condemnation.

**"Condemnation Counsel"** shall have the meaning ascribed thereto in Section 5.2.

**"Condemnation Deposit"** shall mean the Initial Condemnation Deposit and the "Subsequent Condemnation Deposit".

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

**"Completion", "Complete" or "Completed"** means: (i) that all work related to the Project in its entirety, has been completed, acquired and installed in accordance with the terms of this Agreement, the Redevelopment Plan, and in compliance with all Applicable Laws so that the developed Property may be used and operated under the applicable provisions of this Agreement, and (ii) that all permits, licenses and approvals required for the Project are in full force and effect. Completion shall be evidenced by the issuance of a Certificate of Completion. Subject to the JCRA's reasonable discretion, the Project may

be deemed "Complete" notwithstanding that certain immaterial portions of the work remain to be completed, as long as (a) Redeveloper has prepared and delivered to the JCRA a list of items requiring completion or correction ("punch list") by Redeveloper in order for Redeveloper to fully comply with the terms of this Agreement, (b) such "punch list" items have been reasonably agreed to by the JCRA, and (c) such "punch list" items are reasonably capable of being completed within 90 days of the date of Completion. Punch List items shall not prohibit the issuance of a temporary Certificate of Occupancy by the City.

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

**"Designated Acquisition Parcels"** shall mean Block 17504, Lots 20, 21, 22, 23, and 24 (commonly known as 118-126 Monitor Street) as currently shown on the official tax map of the City, which are currently vacant land.

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

**"Environmental Law(s)"** means any and all federal, State, regional and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial or administrative orders or decrees, memoranda of understanding, directives or judgments relating to pollution, damage to or protection of the environment, environmental conditions, or the use, handling, processing, distribution, generation, treatment, storage, disposal, manufacture or transport of Hazardous Substances, presently in effect or hereafter amended, modified, or adopted including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**") (42 U.S.C. §§ 9601-9675); the Resource Conservation and Recovery Act of 1976 ("**RCRA**") (42 U.S.C. §§ 6901 *et seq.*); the Clean Water Act (33 U.S.C. §§ 1251 *et seq.*); the New Jersey Spill Compensation and Control Act ("**Spill Act**") (N.J.S.A. 58:10-23.11 *et seq.*); the Industrial Site Recovery Act, as amended, ("**ISRA**") (N.J.S.A. 13:1K-6 *et seq.*); the New Jersey Underground Storage of Hazardous Substances Act (N.J.S.A. 58:10A-21 *et seq.*); the New Jersey Water Pollution Control Act (N.J.S.A. 58:10A-1 *et seq.*); the New Jersey Environmental Rights Act (N.J.S.A. 2A:35A-1 *et seq.*); and the rules and regulations promulgated thereunder.

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

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

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

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

**"Initial Condemnation Deposit"** shall mean a deposit of funds by the Redeveloper at the time Redeveloper delivers the Acquisition Notice, in an amount equal to the JCRA's reasonably estimated costs, expenses and professional fees to be incurred in connection with the site investigation and valuation of a Designated Acquisition Parcel. "Initial Condemnation Deposit" shall also be deemed to include all subsequent postings or deposits by Redeveloper of additional funds as may be required from time to time in order to cover actual Condemnation Costs incurred by the JCRA prior to the Subsequent Condemnation Deposit.

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

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

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

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

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

**"Property"** shall mean collectively the Redeveloper Property and the Designated Acquisition Parcels necessary to complete the assemblage for the Project.

**“Redeveloper”** means Point Capital Development, LLC, a New Jersey Limited Liability Company, or any assignee, transferee or successor in interest as authorized pursuant to the terms of this Agreement as may be formed.

**“Redevelopment Plan”** means the Morris Canal Redevelopment Plan, as amended.

**“Redeveloper Property”** shall mean Block 17504, Lot 25 (commonly known as 128 Monitor Street) as currently shown on the official tax map of the City, which currently contains a 6 family apartment building.

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

**“Site Plan”** means the preliminary and final site plan approved by the JCRA and the City’s Planning Board in accordance with this Agreement.

**“Subsequent Condemnation Deposit”** shall mean a cash deposit by the Redeveloper into the JCRA’s escrow account. “Subsequent Condemnation Deposit” shall also be deemed to include all subsequent postings or deposits by Redeveloper of additional funds as may be required from time to time in order to cover actual Condemnation Costs incurred by the JCRA in connection with the acquisition of a Designated Acquisition Parcel, including but not limited to the final determination of fair market value established by the condemnation commissioners or a court of law.

**“Termination Date”** shall have the meaning set forth in Section 16.1.

**“WRAP”** shall mean “Workable Relocation Assistance Program,” as defined in N.J.S.A. 52:31B-5 et seq., and as applicable pursuant to the Relocation Assistance Act, N.J.S.A. 20:4-1.

## **ARTICLE 2**

### **DESCRIPTION OF THE PROJECT**

**2.1 Purpose; Designation as Redeveloper.** The purpose of this Agreement is to set forth the respective rights, obligations, conditions and agreements of the JCRA and Redeveloper in connection with the development of the Property by Redeveloper. The JCRA hereby affirms and agrees that Redeveloper is designated and appointed as the

exclusive master redeveloper of the Property. In connection with such designation and appointment, the Redeveloper has the exclusive right to perform and to have others perform any and all redevelopment activities on and about the Property as permitted in the Redevelopment Plan. Each of the Parties agrees that all redevelopment on and about the Property will only be authorized and may only be undertaken by Redeveloper under the framework and in accordance with the terms of this Agreement and the Redevelopment Plan. Further, the JCRA agrees that, absent a Default by Redeveloper, it will not negotiate or entertain for the provision of another redeveloper or developer for the Property or any portion thereof.

**2.2 The Project.** The Project shall consist of a mixed-use, 8 story multifamily apartment building with 70 residential units and amenity space for individual storage, roof deck, and patio, as depicted on **Exhibit A** attached hereto. The building will be linked to 2 adjacent multifamily apartment buildings at 132 Monitor Street and 121 Garabrant Street to form an interconnected community with shared services, including a gym and lounge space. The Project will be developed in accordance with the Project Schedule attached hereto as **Exhibit B**, subject to potential modification in accordance with Section 2.5. Notwithstanding the foregoing, the Redeveloper shall have the right to accelerate the time frames set forth in the Project Schedule at its option. The Parties agree that the Project may be modified by the Redeveloper subject to the review and consent of the JCRA and the Planning Board as part of the site plan approval process and in accordance with Section 2.3 hereinafter.

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

**2.4 Amendment of Development and Design Concepts.** Design concepts for the Project may be modified by Redeveloper from time to time, subject to approval by the JCRA, not to be unreasonably withheld, to reflect additional detail and information, as such detail and information becomes available, or to reflect or accommodate the requirements of any Applicable Law, or to take into account engineering/construction considerations which render the then-existing design concepts impractical. Any modification which triggers the need to amend any site plan and/or subdivision approval secured by Redeveloper shall be reviewed by the JCRA and the Planning Board.

**2.5 Development Milestones.** The Redeveloper shall construct the Project or cause the Project to be constructed in accordance with the Project Schedule attached hereto as **Exhibit B** subject to extension based on an Uncontrollable Circumstance as



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

## **2.6 Qualified Entities.**

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

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

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

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

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

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

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

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

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

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

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

D. **Qualified Entity Approval Process.** The Redeveloper shall provide written notice to the JCRA of any entity which Redeveloper desires be approved by the JCRA as a Qualified Entity. Within 30 days after the date of such notice from Redeveloper, the JCRA shall provide written notice to Redeveloper either: 1) requesting additional information concerning the proposed entity, 2) approving such entity as a Qualified Entity, or 3) refusing to approve of such entity as a Qualified Entity, setting forth the basis for such denial, with reference to the conditions set forth in Section B(i) through (viii)

above. Approval by the JCRA of an entity as a Qualified Entity shall authorize such entity to be considered a Redeveloper or hold a beneficial interest in the Redeveloper. In the event of a denial by the JCRA of an entity as a Qualified Entity as provided above, or in the event the JCRA requests additional information, Redeveloper may resubmit its request to the JCRA that the subject entity be approved as a Qualified Entity, and Redeveloper shall in such resubmitted request set forth additional information and/or such reasons that demonstrate why Redeveloper believes the subject entity to be a Qualified Entity. Within 30 days after the date of such further request from Redeveloper, the JCRA shall provide written notice to Redeveloper stating whether the JCRA approves of such entity as a Qualified Entity and, if the JCRA does not approve of such entity as a Qualified Entity, such denial must be based on specific conditions set forth in Section B(i) through (viii) above, as specifically identified by the JCRA.

### **ARTICLE 3**

#### **PROCEDURES GOVERNING REVIEW AND APPROVAL OF APPLICATION FOR REDEVELOPMENT PROJECT**

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

**3.2 JCRA Approval of Preliminary Site and Subdivision Plans.** No later than 1 year following the date that the Redeveloper acquires fee simple title to all of the Property in accordance with the terms of this Agreement ("**Approval Period**"), the Redeveloper shall, at its own cost and expense, cause to be prepared by a New Jersey licensed architect, surveyor, engineer and/or other professionals, as necessary, a preliminary site plan for the construction of the Project consistent with the Redevelopment Plan and provide separate metes and bounds descriptions of the Property. Thereafter, the JCRA will review and approve the preliminary site plan, including the building orientation, architectural style and building materials to be used for the improvements, facilities, and parking, as being in conformance with this Agreement. If planning or engineering concerns raised by the Redeveloper dictate that revisions be made to the preliminary site plan before submission of the same to the Planning Board, the revised preliminary site plan shall be resubmitted to the JCRA, which shall have 15 days after receipt thereof to approve the revised plans, or to furnish the Redeveloper, in writing, notice of any changes or modifications, and the reasons for the same, required to be made in order to render the plans in conformity with the Redevelopment Plan and this Agreement. The Redeveloper agrees that no Site Plan or application for subdivision

approval, shall be filed with any public authority without the prior written approval of the JCRA, it being agreed that the JCRA has a vested interest therein. In the event that the JCRA fails to notify the Redeveloper within 15 days of its receipt of revised plans, or any proposed objections or modifications requested by the JCRA, then the JCRA shall be deemed to have accepted the amended preliminary site plan.

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

**3.4 Extension of Approval Period.** So long as the Redeveloper is diligently pursuing its Approvals, the Redeveloper will have the option to extend the Approval Period for one period of 120 days, by providing written notice to the JCRA prior to the expiration of the Approval Period.

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

#### **ARTICLE 4**

##### **CONSTRUCTION OF PROJECT**

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

**4.2 Suspension of Construction.**

A. The Redeveloper shall not suspend or discontinue the performance of its obligations under this Agreement (other than in the manner provided for herein) for

any reason, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, or any damage to or destruction of the Project or Property, except in the event of an extension pursuant to Section 2.5 or occurrence of an Uncontrollable Circumstance as set forth in Article 10 herein.

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

#### **4.3 Certificates of Occupancy and Certificate of Completion.**

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

B. Upon Completion of the overall Project, for purposes of releasing the restrictions referenced in this Agreement, and under the Applicable Laws, the JCRA shall issue a Certificate of Completion in proper form for recording, which shall acknowledge that the Redeveloper has performed all of its duties and obligations under this Agreement and has completed construction of the Project in accordance with the requirements of the Applicable Laws, the Redevelopment Plan and this Agreement. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the restrictions, obligations and covenants contained in this Agreement and in the Redevelopment Plan with respect to the Redeveloper's construction of the Project. Upon issuance of a Certificate of Completion: (a) the agreements, restrictions, and covenants set forth in this Agreement, including, without limitation, Section 6.3 hereof, shall cease and terminate, except for those covenants and restrictions set forth in Section 6.3 hereof which shall survive in accordance with the terms of Section 6.3, (b) the conditions determined to exist at the time the Property was determined to be in need of redevelopment shall be deemed to no longer exist, and (c) the land and Improvements constituting the Project and the Property shall no longer be subject to eminent domain based upon such conditions. If the JCRA shall fail or refuse to provide the Certificate of Completion within 30 days after written request by the Redeveloper, the JCRA shall provide to the Redeveloper a written statement setting forth in detail the respects in which it reasonably believes that the Redeveloper has failed to complete the Project, or portion thereof, in accordance with the provisions of this

Agreement or is otherwise in default under this or any other applicable agreement and what reasonable measures or acts shall be necessary in order for the Redeveloper to be entitled to a Certificate of Completion. Upon receipt of the Certificate of Completion, the Redeveloper may record it in the County Clerk's office.

#### **4.4 Design Elements.**

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

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

#### **4.5 Contribution to Costs and Financial Obligations.**

A. **Escrow and Administrative Fees.** Pursuant to JCRA policy, the Redeveloper shall post a redevelopment escrow of \$50,000 to be held by the JCRA to cover professional fees associated with the Project that are not addressed by provisions of the MLUL. Further, based on the total estimated project costs, an administrative fee of \$20,000 shall also be paid to the JCRA on the Effective Date, and on the same date annually thereafter, until the issuance of the Certificate of Completion to cover the JCRA's administrative expenses. Any application seeking to amend this Agreement shall require payment of a \$5,000 amendment fee to the JCRA.

B. **JCRA Costs.** JCRA Costs shall include, but not be limited to any fees and costs of any professional consultant, contractor or vendor retained by the JCRA to complete due diligence with respect to the terms of this Agreement or other ancillary agreements between the Parties and for legal and other fees in completing oversight and assistance in the implementation of the Project and in preparing documentation necessary to memorialize the agreements of the Parties including attorneys, planners and financial consultants, among others, and all other out-of-pocket costs and expenses of the JCRA incurred in its assistance in implementation, facilitation or defense of the Project, pursuant to the LRHL (N.J.S.A. 40A:12A-8) prior to issuance of a Certificate of Completion.

C. **Procedure.** The JCRA shall provide the Redeveloper with invoices, provided upon request, setting forth JCRA Costs incurred prior to the Effective Date and on a quarterly basis thereafter. Within 30 days of the receipt by the Redeveloper of written notice from the JCRA that the amount in the Escrow Account has decreased to \$5,000, the Redeveloper shall replenish the escrow account with the JCRA to the amount of \$10,000. If the JCRA Costs incurred exceed the amount in the Escrow Account, the

Redeveloper will pay such costs upon 30 days written notice from JCRA that such costs are due. In the event that Redeveloper disputes a request for payment by the JCRA, Redeveloper shall provide written notice of its objection within 30 days of receipt of the request, which written notice shall set forth the basis for the objection and the amount disputed. Following delivery of a timely objection, the Parties shall negotiate in good faith in an effort to resolve the dispute. Upon termination or expiration of this Agreement, all funds remaining unexpended in the Escrow Account shall be returned to Redeveloper.

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

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

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

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

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

## **ARTICLE 5**

### **PROPERTY ACQUISITION**

#### **5.1. Acquisition of the Designated Acquisition Parcels by the Redeveloper.**

The Parties hereto acknowledge that Johnston II Assoc. is the current owner of Block 17504, Lots 20, 23, and 24, commonly known as 118, 124, and 126 Monitor Street, and Murali K. Adusumilli is the current owner of Block 17504, Lots 21 and 22, commonly known as 120-122 Monitor Street ("**Current Owners**"). The Redeveloper shall use commercially reasonable efforts to acquire fee simple title to these Designated Acquisition Parcels in arm's length transactions between the Redeveloper and the Current Owners, with the non-monetary cooperation with the JCRA and other governmental agencies. To the extent that the Redeveloper is unable to acquire title to the Designated Acquisition Parcels from the Current Owners in accordance with this Section 5.1 or if Redeveloper fails to issue the Acquisition Notice (as defined in Section 5.2(A) below), on or before the date that is 2 years following the Effective Date (the "**Acquisition Contingency Period**"), either Redeveloper or the JCRA shall have the right to terminate this Agreement by providing written notice thereof to the other party, whereupon this Agreement shall be null and void and the parties shall have no further liability to the other, except with respect to those liabilities that survive the termination of this Agreement by its express terms. Notwithstanding anything to the contrary set forth in this Section 5.1, so long as the Redeveloper is diligently pursuing the acquisition of these properties, the Redeveloper will have the option to extend the Acquisition Contingency Period for 180 days, by providing written notice to the JCRA prior to the expiration of the Acquisition Contingency Period, as it may have been extended. In the event that the Redeveloper has not submitted to the JCRA an Acquisition Notice (as defined below) for any of the properties for which the Redeveloper was unavailable to acquire through private negotiations, then the JCRA shall be under no obligation to exercise its authority to acquire such properties for the benefit of the Redeveloper.

**5.2. Acquisition by the JCRA.** If, after exercising commercially reasonable efforts to acquire title to the Designated Acquisition Parcels through arm's length transactions with the Current Owners, the Redeveloper is unable to acquire the Designated Acquisition Parcels the Redeveloper may, at its option after a minimum of 60 days from the Effective Date of this Agreement, notify the JCRA in writing that the Redeveloper wishes the JCRA to pursue acquisition of the properties to be acquired in accordance with this Section 5.2.

A. Upon receipt of written notice from Redeveloper identifying the parcel(s) and the interest(s) therein to be acquired (an "**Acquisition Notice**"), and at the sole cost and expense of Redeveloper, the JCRA agrees to diligently pursue acquisition of the Designated Acquisition Parcels, or a designated interest therein.

(i) The JCRA shall acquire the Designated Acquisition Parcels pursuant to and in accordance with the LRHL, either through a negotiated purchase and



sale or through exercise by the JCRA of its powers of eminent domain in accordance with the applicable provisions of the New Jersey Eminent Domain Act, N.J.S.A. 20:3-1 et seq. (the "**Eminent Domain Act**"). Following receipt of an Acquisition Notice, the JCRA will determine and inform the Redeveloper of the anticipated amount of the Initial Condemnation Deposit.

Upon Redeveloper's deposit into the escrow account of the Initial Condemnation Deposit, the JCRA in accordance with the applicable provisions of and procedures under the Eminent Domain Act will order appraisals of the Designated Acquisition Parcels and permit the Redeveloper to conduct due diligence on the Designated Acquisition Parcels as set forth below which is required to ascertain the Appraised Value and physical conditions of each Designated Acquisition Parcel.

(ii) **Title Searches and Surveys.** The Redeveloper shall be required within 30 days of issuance of the Acquisition Notice, if not already ordered and provided to the JCRA:

(1) obtain and provide to the JCRA complete title searches and reports on title in sufficient time to satisfy Redeveloper that the Designated Acquisition Parcels shall be good and marketable and insurable at regular rates without special premium by Redeveloper's title company, naming the JCRA as purchaser and an insured. It is understood and agreed that the JCRA shall not be required to clear title to the Designated Acquisition Parcels of any claim of the federal government concerning formerly navigable waters and of the licenses, leases, charges, easements, adverse claims or any other claims or interests not subject to the power of eminent domain of the JCRA pursuant to the Eminent Domain Act. If the examination of title by the Redeveloper reveals that title is subject to encumbrances, restrictions, conditions, licenses, leases, charges or adverse claims which cannot be removed by exercise of eminent domain by the JCRA and are not acceptable to the Redeveloper, the Redeveloper may terminate this Agreement and receive a refund of the deposit paid, and there shall be no further liabilities between the parties, or, in the alternative, the Redeveloper may elect to accept title for such parcel. In any event, the inability of the JCRA to acquire marketable title by eminent domain proceedings due to liens, claims, riparian interests, or rights not subject to the power of eminent domain of the JCRA shall not be deemed a default by the JCRA in the performance of this Agreement. Under no circumstances shall the JCRA be liable to the Redeveloper for actual or consequential damages, or for any other claims based upon this Agreement as a result of a defect in title.

(2) obtain and provide to the JCRA surveys of the Designated Acquisition Parcels which shall be prepared at Redeveloper's sole expense by a reputable land surveyor licensed in the State of New Jersey selected by the Redeveloper (the "**Survey**"). The survey and the legal descriptions prepared therefrom shall be certified by the surveyor to the JCRA and Redeveloper and endorsed by the title company.

(iii) **Environmental Compliance and Remediation.** The Redeveloper agrees that with respect to the Designated Acquisition Parcels the Redeveloper shall conduct such soils analyses, site investigations, and other environmental evaluations necessary to determine the condition of the soils and

subsurface conditions and the presence of hazardous wastes or substances. Pursuant to and to the extent of its rights under the LRHL, the JCRA agrees to furnish the Redeveloper, its agents or designees, with access to any portion of the Designated Acquisition Parcels at any time and from time to time during the term of this Agreement for purposes of conducting environmental due diligence should the need arise, provided the Redeveloper furnished the JCRA with reasonable written notice in advance of any such entry setting forth the Redeveloper's intent to enter any portion of the Designated Acquisition Parcels and with satisfactory evidence of liability insurance as required herein, insuring the Redeveloper, the JCRA and the City against claims for bodily injury, death and property damage arising from or attributable to such entry. To the extent the environmental due diligence discloses the existence of environmental conditions on the Designated Acquisition Parcels which require Remediation or any governmental agency with jurisdiction over the Designated Acquisition Parcels requires or recommends any mitigation or Remediation as a condition to the sale or development of the Designated Acquisition Parcels, and subject to Section 5.2(B) below, the Redeveloper shall have 45 days from the date of completion of the due diligence of the Designated Acquisition Parcels to notify the JCRA in writing of the Redeveloper's intention to provide the required Remediation or to terminate this Agreement. Any and all reports, investigations and/or analysis in connection with the Redeveloper's environmental due diligence shall be delivered to the JCRA within 30 days of their receipt by the Redeveloper. The Redeveloper understands and agrees that the JCRA will not undertake or be responsible for any geotechnical soils analyses of the Designated Acquisition Parcels including but not limited to analyzing the load bearing capabilities and construction capabilities and construction capabilities of such soils. It shall be the sole responsibility of the Redeveloper to undertake and pay the cost of any and all geotechnical soil borings testing and/or other analyses. Redeveloper represents that it will conduct necessary geotechnical soil analyses of the Designated Acquisition Parcels and understands that any conditions found to exist may be adverse to the construction of the project or conditions requiring removal of unsuitable soils.

(iv) Following the determination of the Appraised Value of the Designated Acquisition Parcels, and as a condition precedent to the JCRA commencing acquisition activities, Redeveloper shall make the Subsequent Condemnation Deposit into the escrow account. The Redeveloper shall be responsible for payment of all Condemnation Costs notwithstanding that the purchase price may ultimately be determined to exceed the Appraised Value of the properties to be acquired or that the Condemnation Costs exceed the amount of the initial Acquisition Deposit, and Redeveloper's failure to do so shall constitute a Default hereunder. If an Event of Default occurs as a result thereof and such Event of Default occurs prior to the filing of a declaration of taking, Redeveloper shall be liable to the JCRA for all JCRA Costs and damages incurred by the JCRA arising out of or in connection with such Event of Default. If an Event of Default occurs as a result thereof and such Event of Default occurs subsequent to the filing of a declaration of taking, then in addition to all other rights and remedies provided hereunder (including but not limited to termination of this

Agreement) the JCRA shall be entitled to retain the full amount of the Condemnation Deposit as liquidated damages.

(v) Upon deposit of the Subsequent Condemnation Deposit by Redeveloper into the escrow account, the JCRA shall proceed as follows:

(1) Enter into bona fide negotiations with the Current Owner of the Designated Acquisition Parcel. Such negotiations shall include an offer in writing to the Current Owner of the Designated Acquisition Parcel, identifying the property and the interest therein to be acquired, the compensation offered to be paid, and a reasonable disclosure of the manner in which the amount of such offered compensation has been calculated. In no event shall such offer be less than the Appraised Value.

(2) If necessary, commence and pursue the process for obtaining approval of the WRAP.

(3) If the Current Owner of the Designated Acquisition Parcel rejects the offer or fails to accept the offer in writing within the period fixed in the written offer, which shall in no case be less than 14 days nor more than 30 days from the mailing of the offer, the JCRA shall provide written notice to Redeveloper that possession of the Designated Acquisition Parcel cannot be acquired through negotiations.

(4) Within 15 Business Days of notice from the JCRA, Redeveloper must deposit into the escrow account any additional Subsequent Condemnation Deposit requested by the JCRA to cover anticipated Condemnation Costs. Upon the deposit by Redeveloper of such additional Subsequent Condemnation Deposit, the JCRA will institute the condemnation action by the filing of a verified complaint.

(5) After the service of process in conjunction with the filing of the complaint, and with prior notice to and in consultation with the Redeveloper, the JCRA will file in the recording office a declaration of taking and simultaneously deposit with the Clerk of the Court the amount of the estimated compensation that must be paid for the Designated Acquisition Parcel.

(6) A copy of the declaration of taking and notice of the filing thereof and of the making of the aforesaid deposit, shall be served upon the Current Owner of the Designated Acquisition Parcel and any other parties required to be served under the Eminent Domain Act and all other Applicable Laws, and proof of such service filed in the action.

(7) Any required relocation of Current Owners, tenants or occupants will be undertaken in accordance with the WRAP, but the JCRA shall not be engaged in any relocation that may be required for tenants located upon the Redeveloper's Property.

(vi) Redeveloper recognizes and acknowledges that the JCRA is obligated under the provisions of the Eminent Domain Act to negotiate in good faith to purchase a Designated Acquisition Parcel, and that the JCRA retains the discretion to conduct such negotiations and to enter into agreements with potential condemnees without further authorization or consent of the Redeveloper. The JCRA, in consideration of the Condemnation Deposit, agrees to keep Redeveloper apprised of the progress of such negotiations, and to the extent feasible and consistent with good faith negotiations will endeavor to maintain such offers within 5% of the Appraised Value and to limit good faith deposits to no more than 10% of the purchase price. If the JCRA's offer is accepted by the Current Owner, the JCRA will enter into a purchase and sale agreement for the purchase of the Designated Acquisition Parcel at the agreed upon price and on the agreed upon terms and conditions, at Redeveloper's sole cost and expense which are to be considered Condemnation Costs for purposes of this Agreement.

(1) In the event that the JCRA believes the purchase price for acquiring a Designated Acquisition Parcel will exceed 5% of the Appraised Value the JCRA shall (i) consult with the Redeveloper concerning such acquisition; (ii) review with the Redeveloper the proposed purchase price to be offered by the JCRA; and (iii) if the Redeveloper does not agree with the purchase price proposed by the JCRA, the Redeveloper may suggest in writing an alternative purchase price amount, which the JCRA shall take into consideration and utilize if and to the extent consistent with the JCRA's obligation to negotiate in good faith. The JCRA shall promptly advise the Redeveloper as to whether the proposed purchase price was accepted by the Current Owner of the Designated Acquisition Parcel.

(vii) With respect to any condemnation proceedings instituted by the JCRA and with respect to any other legal work required by the JCRA relating to the Project, the Redeveloper agrees that the JCRA shall be entitled to appoint and retain an attorney or attorneys to act as special counsel to conduct said condemnation proceedings and related work for the JCRA (the "**Condemnation Counsel**"), whose reasonable fees shall be considered Condemnation Costs. In addition, the JCRA shall have the right to hire appraisers, surveyors, and such other professionals as may reasonably be required in connection with such condemnation proceedings, the reasonable costs of which will be considered Condemnation Costs. The selection of Condemnation Counsel, appraisers, surveyors and such other professionals shall be at the JCRA's reasonable discretion. The JCRA agrees that it will cause the Condemnation Counsel to inform the Redeveloper and its professionals periodically concerning the status of all negotiations and any condemnation proceedings and the strategies such counsel proposes, including settlement limits.

B. (i) The Designated Acquisition Parcels may be environmentally contaminated and the Current Owner or other parties may be responsible for Remediation. In such event the JCRA shall reserve the right to establish an environmental escrow from some or all of the purchase price of a Designated Acquisition Parcel in order

to fund the estimated cost of Remediation required at that parcel or otherwise seek cost recovery from the Current Owner or any other responsible party. Such reservation of rights to establish an environmental escrow for Remediation or for cost recovery shall be included in the offer and negotiated purchase and sale agreement, and in the condemnation complaint and the declaration of taking, if a Designated Acquisition Parcel cannot be acquired through negotiations. Following the recording of the declaration of taking (or execution of a final judgment by the court determining that the JCRA properly exercised its power of eminent domain, in the case of a challenge to that authority), the JCRA and the Redeveloper shall mutually determine whether seeking an order compelling such parties to Remediate the Designated Acquisition Parcel shall be brought and prosecuted by the JCRA, or by Redeveloper following conveyance of the Designated Acquisition Parcel to the Redeveloper. Any such action, regardless of when commenced, shall be at the Redeveloper's sole cost and expense, and such costs and expenses shall be Condemnation Costs for the purposes of this Agreement. Provided that Redeveloper has paid all Condemnation Costs and is not otherwise in default of its obligations under this Agreement, all sums recovered under such an action, or savings achieved thereby, shall be the property of the Redeveloper. The JCRA and the Redeveloper agree to cooperate as necessary to assist in the prosecution of such action. The JCRA, as the condemning authority, shall object to any application to withdraw funds on deposit by the Designated Acquisition Parcel's Current Owner or anyone else having an interest in the Designated Acquisition Parcel until the costs of Remediation are known and an environmental escrow fund is established, and then only if there are funds in excess of the costs of Remediation.

(ii) As reasonably requested by Redeveloper, and at no cost to the JCRA, the JCRA will cooperate with the Redeveloper in filing and pursuing applications to the NJDEP, including, but not limited to, applications for monies available through the Hazardous Discharge Site Remediation Fund for investigation and Remediation of any Designated Acquisition Parcel, and in investigating the availability of funding under the Brownfields Reimbursement Program administered by the New Jersey Economic Development Authority, Department of Treasury and NJDEP, for reimbursement of all or any part of the environmental costs incurred as to the clean-up of any Designated Acquisition Parcel.

C. Once title to a Designated Acquisition Parcel is acquired by the JCRA, and provided that there is no outstanding Event of Default and all Condemnation Costs have been paid in full, the JCRA hereby agrees to convey fee simple ownership of the Designated Acquisition Parcel to the Redeveloper on the closing date mutually agreed upon between the parties for the sum of \$1 and otherwise on the terms and conditions in this Redevelopment Agreement. All conveyances will be by quitclaim deed, subject to the Redeveloper Declaration of Covenants set forth in Section 6.3 herein.

D. Redeveloper acknowledges and agrees that neither JCRA nor any agent or representatives of JCRA have made, and JCRA is not liable or responsible for or bound in any manner by any express or implied representations, warranties, covenants,

agreements, obligations, guarantees, statements, information or inducements pertaining to the Condition of the Property (as hereinafter defined) or any part thereof. Redeveloper acknowledges, agrees, represents and warrants that Redeveloper has had, and/or shall have had an opportunity to conduct all investigations of the Designated Acquisition Parcels that Redeveloper deems necessary to determine, in Redeveloper's sole and absolute discretion, the suitability and availability of the Designated Acquisition Parcel for Redeveloper's intended use and further acknowledges and agrees that it is accepting the Condition of the Property in its AS-IS, WHERE-IS CONDITION, with all faults. As used herein, "**Condition of the Property**" shall mean the title and physical condition thereof, including all environmental matters, the quantity, character, fitness and quality thereof, merchantability, fitness for particular purpose, the income, expenses or operation thereof, the value and profitability thereof, the uses which can be made thereof, title to the Property, the structural and mechanical condition of the Property, the buildings, structures and improvements situate thereon, the plumbing, heating, electric and ventilating systems (if any) serving the Property and any other matter or thing whatsoever with respect thereto. In addition to, and without limiting the foregoing, Redeveloper further acknowledges and agrees that the Property is conveyed in its "as is" condition with respect to environmental matters, and Redeveloper hereby assumes the risk that adverse past, present or future conditions may not be revealed in its inspection or investigation.

E. (i) Redeveloper shall be required to fund all Condemnation Costs on an ongoing basis by funding the escrow account. If the Condemnation Costs exceed or will exceed, in the JCRA's good faith estimate, the Condemnation Costs Deposit, then upon receipt of a written request by the JCRA reflecting the actual amounts paid or reasonably anticipated to be required, Redeveloper shall be obligated to deposit such additional funds to the escrow account pursuant to Section 4.5(C). Failure of Redeveloper to make any additional Subsequent Condemnation Deposit when requested by the JCRA shall constitute a Default by the Redeveloper in the performance of its obligations under this Agreement as set forth in Section 5.2(A)(ii) above.

(ii) If there are any outstanding Condemnation Costs as of the closing date for a Designated Acquisition Parcel, and as a condition of the closing, the Redeveloper shall reimburse the JCRA for all such outstanding Condemnation Costs at closing. The amount to be paid by the Redeveloper on the closing date shall be equal to the outstanding balance of such Condemnation Costs to the extent the deposits in the escrow account did not cover such expenses. Any unused balance in the escrow account on the closing date will be applied first to any outstanding JCRA Costs, if any, and if there are no outstanding JCRA Costs then any excess funds will be returned to the Redeveloper. Notwithstanding the foregoing, in the event that the JCRA anticipates that additional Condemnation Costs will be incurred post-closing, the Redeveloper will be required to replenish the escrow account with a Subsequent Condemnation Deposit upon written notice of the JCRA pursuant to Section 5.2(E) above.

(iii) Except as otherwise expressly provided in this Agreement with regard to litigation costs, Redeveloper hereby agrees to indemnify the JCRA for all Condemnation Costs and all other reasonable costs, expenses, fees, and other monetary obligations or expenditures of funds (including professional fees and expenses) arising out of or in connection with acquisition of the Designated Acquisition Parcels by the JCRA. Redeveloper also agrees to indemnify the JCRA for all other reasonable costs, expenses, fees, and other monetary obligations or expenditure of funds (including professional fees and expenses) arising out of or in connection with acquisition of the Designated Acquisition Parcels by the JCRA.

(iv) Anything in this Agreement to the contrary notwithstanding, Redeveloper's obligations to pay or to reimburse, and to indemnify, the JCRA for Condemnation Costs shall survive termination of this Agreement and/or conveyance of title of any Designated Acquisition Parcel to Redeveloper.

**5.3. Environmental Compliance.** The JCRA makes no representations and shall not be responsible for any environmental assessment or clean-up costs associated with the Designated Acquisition Parcels, all of which shall be the responsibility of the Redeveloper as the Designated Acquisition Parcels are being conveyed in "as is" condition. Upon acquisition of the parcel(s), Redeveloper will perform any necessary clean-up, remediation and mitigation, if necessary, at the Redeveloper's sole cost and expense in compliance with all applicable Environmental Laws. The Redeveloper acknowledges and agrees that the JCRA shall be under no obligation to mitigate any environmental contamination on the Property, including the Designated Acquisition Parcels, which shall be conveyed by the JCRA in "as is" condition. The Redeveloper acknowledges that the JCRA has not made any statements, representations or other agreements about the condition of the Designated Acquisition Parcels, including, without limitation, the environmental condition of the Designated Acquisition Parcels. REDEVELOPER IS ACCEPTING THE DESIGNATED ACQUISITION PARCELS IN AS-IS CONDITION, INCLUDING, WITHOUT LIMITATION, ANY AND ALL ENVIRONMENTAL CONDITIONS AND HAZARDOUS SUBSTANCES. Redeveloper hereby (A) releases and holds harmless and (B) agrees to defend and indemnify, the Seller with respect to all actions, causes of action, obligations, expenses, liabilities, losses, penalties, fines, fees (including counsel fees and reasonable costs of investigations and defense) or costs (including monitoring, clean-up, compliance and/or litigation costs), claims, suits and damages for personal injury (including death), property damage and violation of any Federal, State or local law, statute, rule, regulation or ordinance which the JCRA may, at any time and from time to time, incur, pay out, be exposed to and/or be responsible for which arises from or is related to the Designated Acquisition Parcels, including without limitation as a result of the presence of any Hazardous Substances and/or violation of any Environmental Law, regardless of whether the conduct or condition took place or existed prior to or after the conveyance of the Designated Acquisition Parcels pursuant to this Agreement. Without limiting the generality of the foregoing, it is understood that Redeveloper is assuming all of the JCRA's liabilities, if any, respecting the Designated Acquisition Parcels under all

Environmental Laws. It is the intent of the JCRA and Redeveloper that as between them Redeveloper shall be solely liable for compliance with all Environmental Laws affecting the Designated Acquisition Parcels or operations on the Designated Acquisition Parcels. Redeveloper hereby waives any and all rights of contribution and/or other claims Redeveloper might otherwise have against the JCRA under applicable Environmental Laws and or at common law in connection with the environmental condition of the Designated Acquisition Parcels or claims now existing or hereafter arising as a result thereof.

The provisions of this Section 5.3 shall survive (i) termination, cancellation, modification, expiration or revision of this Agreement; (ii) Closing hereunder; and (iii) any future sale or other transfer of the Designated Acquisition Parcels by the Redeveloper and its successors and assigns.

## **ARTICLE 6**

### **REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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



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

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

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

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

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

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

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

C. **Valid and Binding Obligations.** The person executing this Agreement on behalf of the JCRA has been duly authorized by Resolution to execute this

Agreement, and the duly executed Agreement delivered by the JCRA constitutes the valid and binding obligation of the JCRA. All of the parcels making up the Property have been designated as areas in need of redevelopment in accordance with the LRHL and a duly adopted resolution of the City. The Redevelopment Plan, as amended, covering the Property has been approved by a duly adopted ordinance of the City.

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

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

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

### **6.3 Redeveloper Declaration of Covenants.**

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

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

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

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

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

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

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

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

4.3, hereof, at which time all agreements, obligations, Covenants and Restrictions shall cease and terminate.

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

## **ARTICLE 7**

### **DEFAULT**

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

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

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

C. The Redeveloper shall fail to construct the Project pursuant to the Project Schedule in **Exhibit B** or substantially suspend or abandon construction of the Project for a continuous period in excess of 90 days, subject to an extension pursuant to Section 2.5, the occurrence of an Uncontrollable Circumstance and/or as otherwise

authorized by the provisions of this Agreement, and any such default, violation, abandonment, or suspension shall not be cured within 30 days after written demand by the JCRA to do so, or such longer period if not reasonably capable of cure within such 30 day period and JCRA agrees to extend such time to cure, which agreement shall not be unreasonably denied or conditioned, provided that the Redeveloper has commenced and is diligently prosecuting such cure or arrangements therefor;

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

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

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

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

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

A. Withhold the issuance of any approval, permit or certificate in connection with the Project;

B. Terminate this Agreement and seek reimbursement of all actual monetary damages resulting from such failure to cure the Event of Default;

C. Call any performance or maintenance bond posted as part of the site plan approval, in accordance with the terms of such bond or as otherwise available as a matter of law;

D. Exercise any other remedies available at law or equity; and/or

E. Seek to exercise any rights of reversion to the Designated Acquisition Parcels conveyed to the Redeveloper from the JCRA for the purposes of the Project under this Agreement. Specifically, upon the occurrence of any Event of Default subsequent to the conveyance of the Designated Acquisition Parcels to the Redeveloper, and prior to the vertical construction of the Project, subject to the rights of any mortgage holder, the JCRA shall have the right at its sole and absolute option, upon 30 days' notice to Redeveloper and any mortgagee of the Redeveloper, to re-enter and take possession of the Designated Acquisition Parcels. This reversion shall re-vest in the JCRA all title, rights and interests in and to the Designated Acquisition Parcels back to the JCRA. At the same time that the JCRA enters onto and takes possession of the Designated Acquisition Parcels, Redeveloper shall execute and deliver a deed to the JCRA for the Designated Acquisition Parcels subject to the rights of any mortgage holder. If Redeveloper fails to deliver an executed deed to the JCRA within 15 days after written demand by the JCRA, the JCRA shall have the right as the attorney-in-fact for Redeveloper to execute and deliver a deed to the JCRA for the Designated Acquisition Parcels. The Redeveloper hereby irrevocably appoints the JCRA as its attorney-in-fact for the purpose of making this conveyance. Upon the occurrence of any such conveyance, this Agreement shall be deemed terminated and there shall be no further rights or obligations of the Parties except for those rights reserved to a mortgage holder.

1. Upon the vesting in the JCRA of the title to the Designated Acquisition Parcels, the JCRA shall use its best efforts to resell the Designated Acquisition Parcels (subject to such permitted mortgage liens as may exist). Such sale shall be made, as soon and in such manner as the JCRA shall find feasible and consistent with the objectives of the Redevelopment Plan, to a qualified and responsible party, as determined by the JCRA, who will assume the obligation of completing the Project or such other Improvements as shall be satisfactory to the

JCRA and in accordance with the uses specified for the Designated Acquisition Parcels in this Agreement and the Redevelopment Plan. Upon any resale of the Designated Acquisition Parcels, the proceeds thereof shall be applied:

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

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

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

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

**7.6 No Waiver of Rights and Remedies by Delay.** Any delay by the aggrieved party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights and shall not deprive the aggrieved party of or limit the aggrieved party's rights in any way (it being the intent of this provision that the aggrieved party should not be constrained so as to avoid the risk of being deprived or limited in the exercise of the remedies provided herein by those concepts of waiver, laches, or otherwise) to exercise such rights at a time when, the aggrieved party may still resolve the problems by the default involved.

**7.7 Rights and Remedies Cumulative.** The rights and remedies of the Parties to the Agreement, whether provided by law or by the Agreement, shall be cumulative and, except as otherwise specifically provided by this Agreement, the exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party.

## **ARTICLE 8 INSURANCE**

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

A. **Contractor's Comprehensive General Liability and Property Damage Insurance** - with combined single limits of not less than \$2,000,000 per occurrence with respect to comprehensive general liability, bodily/personal injury and



property damage and shall include broad-form contractual coverage and indemnification and hold harmless provisions.

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

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

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

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

## **ARTICLE 9 INDEMNITY**

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

respect to any Claims arising from any activities occurring prior to the issuance of a Certificate of Completion.

## **ARTICLE 10**

### **UNCONTROLLABLE CIRCUMSTANCES**

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

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

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

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

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

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

F. Labor union strikes or similar labor union action by equipment manufacturers, suppliers of materials, employees or transporters of same, to the extent

that such labor union strikes relate to general labor disputes that are non-specific to the Project of the Redeveloper and have a material and adverse effect upon the Affected Party's ability to perform its obligations under this Agreement.

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

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

### **10.3 Effect on Obligations.**

A. In the event of an Uncontrollable Circumstance, the applicable deadline, obligation or term affected by such Uncontrollable Circumstance shall be extended for a period of time equal to the delay caused by the Uncontrollable Circumstance.

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

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

D. **Reinstatement of Performance Obligations.** The performance by the Parties of any obligation under this Agreement excused as aforesaid shall be recommenced as promptly as is legally and reasonably practicable after the occurrence of an Uncontrollable Circumstance and, in the case of the party not seeking to delay its

performance based upon such Uncontrollable Circumstance, after receipt by such party from the Affected Party of written notice that the Uncontrollable Circumstance is no longer occurring and that such party can resume performance of its obligations under this Agreement.

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

## **ARTICLE 11**

### **NOTICES AND DEMANDS**

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

**If to the JCRA, to:**

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

**with a copy to:**

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

**and if to Redeveloper, to:**

John D. Fio Rito  
Point Capital Development, LLC  
234 Suydam Avenue, Management Office  
Jersey City, New Jersey 07304

**with a copy to:**

Robert Verdibello, Esq.  
Connell Foley  
185 Hudson Street, Suite 2150  
Jersey City, New Jersey 07311

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

## **ARTICLE 12**

### **CONSTRUCTION AND PROJECT FINANCING**

#### **12.1 Redeveloper's Commitment to Finance Project.**

A. The Redeveloper represents and warrants that it has obtained or can obtain and will commit the requisite equity and debt financing in an amount necessary to complete the Project, within 18 months of the Redeveloper obtaining all Governmental Approvals, and in any case, at least 30 days prior to commencement of construction of the Project. This Agreement is subject to the Redeveloper securing the necessary financing to complete the Project pursuant to the Project Schedule attached hereto as **Exhibit B**. The JCRA agrees to accept a letter, in form and substance reasonably acceptable to the JCRA, from one or more financial institutions, which evidences a firm commitment to provide the necessary financing to complete the Project.

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

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

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

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

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

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

**12.5 Mortgagee's Right to Cure Redeveloper's Default.** After any breach or Default referred to in Section 7, each holder shall have the right, at its option and to the extent permitted by the loan/mortgage documents, to cure or remedy such breach or Default (if the holder shall opt to cure or remedy the breach or Default, the times to cure provided herein shall be extended for such a period of time equal to the time otherwise applicable to Redeveloper for cure) and to add the cost thereof to its mortgage. If the breach or Default is with respect to construction of the Project, nothing contained in this Agreement shall be deemed to require the holder to obtain the JCRA's approval, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or Completion of the Project. Any such holder who shall properly Complete the Project or applicable part thereof shall be entitled, upon written request made to the JCRA, to receive the Certificate of Occupancy for the units or buildings within the Project and the Certificates of Completion as set forth in Section 4.3 hereof, and such Certificate shall mean and provide that any remedies or rights that JCRA shall have or be entitled to due to the failure of Redeveloper or any successor in interest to the Property, or any part

thereof, to cure or remedy any Default with regard to construction of the Project or applicable part thereof, or due to any other Default in or breach of this Agreement by Redeveloper or such successor, shall not apply to the part or unit of the Property to which such Certificate relates.

### **ARTICLE 13**

#### **RESTRICTIONS ON TRANSFERS**

**13.1 Restrictions on Transfer.** Prior to the issuance of a Certificate of Completion for the Project or any part thereof, pursuant to N.J.S.A. 40A:12A-9(a), except as otherwise permitted by this Agreement, the Redeveloper shall be without power to sell, lease or otherwise transfer the Project or any such part, without the written consent of the JCRA, which consent shall not be unreasonably withheld, delayed or conditioned, except that Redeveloper may lease individual units, if any, to third parties. The prohibition in this Section 13.1 shall apply to any sale, transfer, pledge, or hypothecation of a controlling interest in Redeveloper or the Project. The foregoing shall not apply, however, to a change of form of the Redeveloper entity, provided that there is no change in the controlling interest of Redeveloper. The restrictions in this Section 13.1 shall not apply to conveyances set forth in Section 13.2 and these restrictions shall no longer apply to any individual unit for which a Certificate of Occupancy or Certificate of Completion has been issued.

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

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

F. A transfer of any interest in the Property to any partner or family member of any of the members of the Redeveloper or to any entity owned or controlled by the Redeveloper.

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

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

## **ARTICLE 14**

### **PAY-TO-PLAY RESTRICTIONS**

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

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

**14.3 Redeveloper.** As defined in N.J.S.A. 40A:12A-3, Redeveloper means any person, firm, corporation, partnership, limited liability company, organization, association or public body that shall enter into or propose to enter into an agreement with a municipality or other redevelopment entity for the redevelopment or rehabilitation of an area in need of redevelopment, or an area in need of rehabilitation, or any part thereof, under the provisions of the LHRL, or for any construction or other



work forming part of a redevelopment or rehabilitation project. The definition of Redeveloper also includes all principals who own 10% or more of the equity in the corporation or business trust as well as partners and officers of the redeveloper and any affiliates or subsidiaries directly controlled by the redeveloper. For purposes of this Article only, spouses and any child/children shall also be included in the definition of Redeveloper.

**14.4 Contribution.** As defined in N.J.A.C. 19:25-1.7, “contribution” includes every loan, gift, subscription, advance or transfer of money or other thing of value, including any in-kind contribution and pledges made to or on behalf of (i) a candidate, candidate committee or joint candidate committee of any candidate for elective municipal office in Jersey City or a holder of public office having ultimate responsibility for arranging, entering into, or approving the redevelopment agreement, or for appointing those who enter into the redevelopment agreement on behalf of the City, or (ii) any Jersey City or Hudson County political committee or political party committee, or (iii) any PAC as referred to above. As further defined in N.J.A.C. 19:25-1.7, funds or other benefits received solely for the purpose of determining whether an individual should become a candidate are contributions.

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

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

## **ARTICLE 15**

### **LABOR AND EMPLOYMENT**

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

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

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

**15.4 Opportunities for Local Residents during Construction.** The Redeveloper shall make a good faith effort to encourage 20% local resident participation in the construction of the Project. The Redeveloper shall be deemed to have satisfied the good faith effort requirement contained in this Section if the Redeveloper takes the following actions:

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 16**

### **MISCELLANEOUS**

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

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

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

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

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

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

appropriate official on behalf of the JCRA or Redeveloper. Any application seeking to amend this Agreement shall require payment of a \$5,000 amendment fee to the JCRA.

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

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

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

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

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

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

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

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

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

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

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

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

**16.19 Construction.** The Parties acknowledge that this Agreement has been extensively negotiated with the assistance of competent counsel for each party and agree that no provision of this Agreement shall be construed in favor of or against either party

by virtue of the fact that such party or its counsel have provided an initial or any subsequent draft of this Agreement or of any portion of this Agreement.

[Signatures on Next Page]

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

**WITNESS:**

**REDEVELOPER**

---

---

**ATTEST:**

**JERSEY CITY  
REDEVELOPMENT AGENCY**

---

---



**ACKNOWLEDGEMENT**

STATE OF NEW JERSEY        )  
  )  
COUNTY OF \_\_\_\_\_ )       SS:

**BE IT REMEMBERED**, that on \_\_\_\_\_, 2022 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared **John D. Fio Rito** and he personally acknowledged under oath to my satisfaction, that:

- (a) He personally, signed, sealed and delivered the attached document as a Managing Member of **Point Capital Development, LLC**, a New Jersey limited liability company (the "**Company**");
- (b) The execution, as well as the making of this instrument, has been duly authorized by the Company; and
- (c) This document was signed, sealed and delivered on behalf of the Company by such **Managing Member** as its voluntary act and deed for the uses and purposes therein expressed.

\_\_\_\_\_

**ACKNOWLEDGEMENT**

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

**BE IT REMEMBERED**, that on \_\_\_\_\_, 2022 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Diana H. Jeffrey, who signed the foregoing instrument, and did acknowledge under oath, to my satisfaction, that:

- (a) she is the Executive Director of the Jersey City Redevelopment Agency ("**JCRA**") named in the foregoing instrument;
- (b) she signed and delivered the foregoing instrument in her capacity as the Executive Director of the JCRA; and
- (c) the foregoing instrument is the duly authorized, voluntary act and deed of the JCRA.

\_\_\_\_\_

223684560v1

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING EXECUTION OF A LICENSE AGREEMENT WITH FDAD MAPLE, LLC FOR USE OF CERTAIN PROPERTY IDENTIFIED AS BLOCK 19003, LOTS 1-7, COMMONLY KNOWN AS 309-323 JOHNSTON AVENUE WITHIN THE MORRIS CANAL REDEVELOPMENT AREA**

**WHEREAS**, the Jersey City Redevelopment Agency (the "**JCRA**") is the owner of certain vacant property located at Block 19003, Lots 1-7 on the official tax map of the City of Jersey City (the "**City**") within the Morris Canal Redevelopment Area (the "**Property**"); and

**WHEREAS**, pursuant to a Redevelopment Agreement entered on April 17, 2017, FDAD Maple, LLC (the "**Redeveloper**") is the designated redeveloper of the Property and other parcels adjoining it where a building currently being leased up has been constructed; and

**WHEREAS**, the JCRA has no present need for the use of the Property and is willing enter into a License Agreement with the Redeveloper to allow for its use as temporary parking for the convenience of the Redeveloper's leasing office, which is a permitted use within the Morris Canal Redevelopment Area; and

**WHEREAS**, the JCRA and the Redeveloper desire to enter into a License Agreement for the above-described limited use of the JCRA's Property for a period of 120 days.

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

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

**Section 2.** The Board of Commissioners hereby authorizes a License Agreement with FDAD Maple, LLC for a term of 120 days expiring on July 13, 2022.

**Section 3.** The Chair, Vice-Chair, Executive Director, and/or Secretary of the JCRA are hereby authorized to execute a License Agreement.

**Section 4.** This Resolution shall take effect immediately.

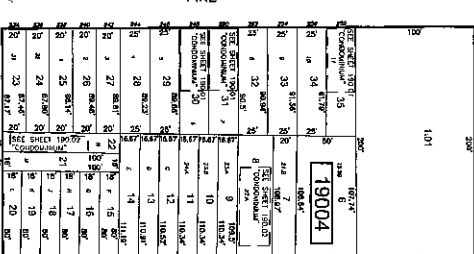
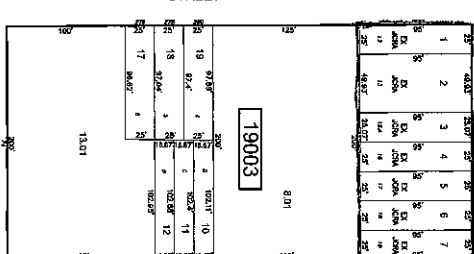
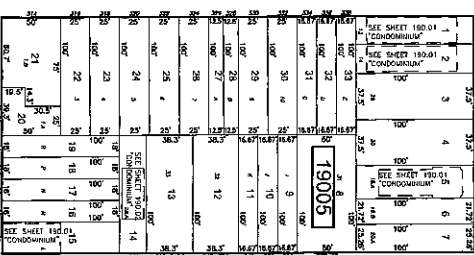
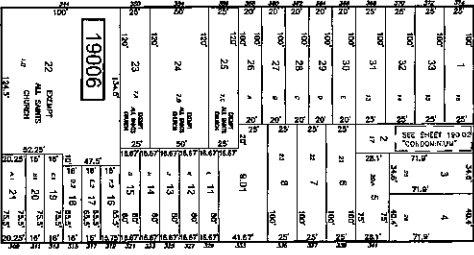
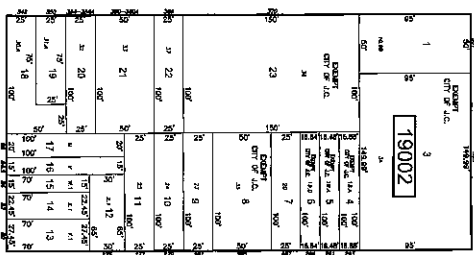
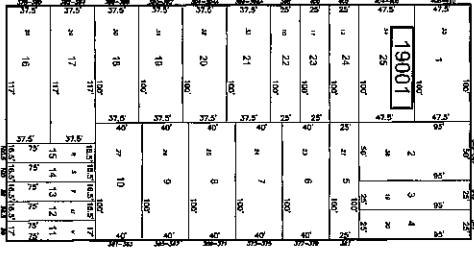
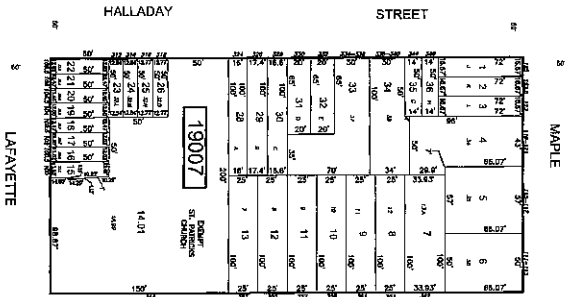
**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of March 15, 2022.**

  
Diana H. Jeffrey, Secretary

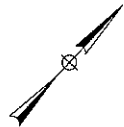
RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	✓			
Douglas Carlucci	✓			
Erma D. Greene				✓
Victor Negron, Jr.	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

REVISIONS			
DATE	BY	REASON	LOT
02/20/18	ST. JAMES	1004	1-5, 16-17
02/20/18	ST. JAMES	1004	1-5, 16-17
02/20/18	ST. JAMES	1004	1-5, 16-17
02/20/18	ST. JAMES	1004	1-5, 16-17
02/20/18	ST. JAMES	1004	1-5, 16-17
02/20/18	ST. JAMES	1004	1-5, 16-17
02/20/18	ST. JAMES	1004	1-5, 16-17
02/20/18	ST. JAMES	1004	1-5, 16-17
02/20/18	ST. JAMES	1004	1-5, 16-17
02/20/18	ST. JAMES	1004	1-5, 16-17

SEE SHEET 174



SEE SHEET 175



SEE SHEET 158

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED  
DRAWING/DESIGN (CAD) AND CONFORMS TO THE  
REQUIREMENTS OF THE NEW JERSEY  
MUNICIPAL LAND USE ACT, N.J.A.C. 17:27

SEE SHEET 200

SEE SHEET 203

**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 TUDOR CITY, NEW JERSEY 07102

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH 975 GARFIELD LLC FOR PROPERTY IDENTIFIED AS BLOCK 19702, LOT 14, COMMONLY KNOWN AS 975 GARFIELD 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**”) pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.*, as amended and supplemented (the “**Redevelopment Law**”), and has responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

**WHEREAS**, in accordance with the Redevelopment Law, the City designated that certain area known as the Morris Canal Redevelopment Area (the “**Redevelopment Area**”) and adopted a redevelopment plan for the Redevelopment Area entitled the “Morris Canal Redevelopment Plan” formerly known as the “Garfield-Lafayette Redevelopment Plan” (as amended and supplemented from time to time, the “**Redevelopment Plan**”); and

**WHEREAS**, 975 Garfield LLC (the “**Redeveloper**”) owns and proposes to redevelop certain property located within the Redevelopment Area identified on the official tax maps of the City as Block 19702, Lot 14, commonly known as 975 Garfield Avenue (collectively, the “**Property**”); and

**WHEREAS**, the Redeveloper proposes to redevelop the Property by developing, financing and constructing thereon a five (5) story mixed-use building containing ninety-one (91) dwelling units, nine (9) of which shall be Affordable Housing Units (as defined herein), and tenant amenities; fifty (50) parking spaces; approximately 4,015 square feet of ground floor commercial space, together with infrastructure improvements as may be detailed in the terms of any site plan approval with respect to the Property (collectively, the “**Project**”); and

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

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

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

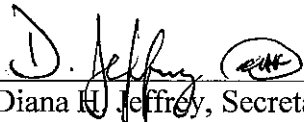
**Section 2.** The Board of Commissioners hereby designates 975 Garfield LLC as redeveloper of the Property.

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

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

**Section 5.** This Resolution shall take effect immediately.

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

  
Diana H. Jeffrey, Secretary

<b><u>RECORD OF COMMISSIONERS VOTE</u></b>				
<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 PAYMENT OF MAINTENANCE FEES FOR UNITS 2A, 2B, 2C, 2D, AND 2G LOCATED AT 311 WASHINGTON STREET 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 by 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 the Cooperation Agreement, the Agency is responsible for maintenance charges for the Units, which will be paid from the sale proceeds of the Units as approved by Resolution No. 22-01-11 adopted on January 18, 2022 and Resolution No. 22-02-16 adopted on February 15, 2022; and

**WHEREAS**, in accordance with the terms of the Cooperation Agreement, the total amount of maintenance fees due for the Units is \$65,152.25: (i) \$12,986.60 for Unit 2A; (ii) \$10,229.20 for Unit 2B; (iii) \$10,103.32 for Unit 2C; (iv) \$12,888.73 for Unit 2D; and (v) \$18,944.40 for Unit 2G.

**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 payment of maintenance fees for Units 2A, 2B, 2C, 2D, and 2G in the amount of \$65,152.25 to the Washington Commons at Jersey City Condominium Association, Inc.: (i) \$12,986.60 for Unit 2A; (ii) \$10,229.20 for Unit 2B; (iii) \$10,103.32 for Unit 2C; (iv) \$12,888.73 for Unit 2D; and (v) \$18,944.40 for Unit 2G.



**Section 3.** 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 effectuate this Resolution.

**Section 4.** 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 5.** If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

**Section 6.** 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 March 15, 2022.**

  
Diana H. Jeffrey, Secretary

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

**Item No. 15**  
**Withdrawn**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH 21 CONTRACTING, LLC AS REDEVELOPER OF CERTAIN PROPERTY LOCATED AT BLOCK 25604, LOT 8, COMMONLY KNOWN AS 185 DWIGHT STREET WITHIN THE TURNKEY REDEVELOPMENT AREA**

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

**WHEREAS**, the real property owned by the Agency commonly known as 185 Dwight Street in Jersey City identified on the City tax map as Block 25604, Lot 8 (the "Property") is located within the Redevelopment Area and is governed by the Redevelopment Plan; and

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

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

**WHEREAS**, the Agency previously adopted a resolution designating 21 Contracting, LLC (the "Redeveloper") as the redeveloper for the Property, subject to entering into a mutually satisfactory redevelopment agreement with the Redeveloper within a specified deadline; and

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

**WHEREAS**, the Agency has determined that the Redeveloper has the skills and expertise necessary to carry out the redevelopment of the Property in accordance with the Redevelopment Plan and has agreed to sell the Property to the Redeveloper for a purchase price of seventy-six thousand (\$76,000.00) dollars so that the Redeveloper may undertake this redevelopment project; and

**WHEREAS**, the Agency and the Redeveloper have negotiated a mutually satisfactory Redevelopment Agreement and the Agency's Board wishes to authorize the approval and execution of that Redevelopment Agreement in substantially the form attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Jersey City Redevelopment Agency hereby approves the Redevelopment Agreement with the 21 Contracting, LLC (the "Redeveloper") for the redevelopment of the property located at 185 Dwight Street in Jersey City identified on the City tax map as Block 25604, Lot 8 (the

“Property”) in substantially the form attached hereto and authorizes the Agency’s Executive Director, Chairman, Vice Chairman and/or Secretary to execute this Redevelopment Agreement with the Redeveloper on behalf of the Agency; and

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

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 March 15, 2022.

  
 SECRETARY

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



**THIS AGREEMENT** (the “Agreement” or the “Redevelopment Agreement”) made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the **JERSEY CITY REDEVELOPMENT AGENCY** (the “Agency”), an autonomous agency of the City of Jersey City with an office at 4 Jackson Square, Jersey City, New Jersey 07305, and **21 CONTRACTING, LLC** (the “Redeveloper”), a limited liability company having an office at 56 Bergen Avenue, Jersey City, NJ 07305 (collectively, the “Parties”).

**WITNESSETH:**

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

**WHEREAS**, the real property owned by the Agency commonly known as 185 Dwight Street in Jersey City identified on the City tax map as Block 25604, Lot 8 (the “Property”) is located within the Redevelopment Area and is governed by the Redevelopment Plan; and

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

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

**WHEREAS**, the Redeveloper filed an application with the Agency proposing to purchase the Property and to redevelop it by constructing a two-family market-rate residential home on the Property; and

**WHEREAS**, the Agency has determined that the Redeveloper has the skills and expertise necessary to carry out the redevelopment of the Property in accordance with the Redevelopment Plan; and

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

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

**ARTICLE 1**

## **DEFINITIONS**

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

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

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

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

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

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

**“Application”** means any application for Governmental Approval submitted by or on behalf of the Redeveloper, including all plans, drawings, documentation and presentations necessary and

appropriate for the purpose of obtaining any and all Governmental Approvals required to implement and complete the Project.

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

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

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

**“Closing”** means the conveyance of title to the Property by the Agency to the Redeveloper.

**“Closing Date”** means the date on which title to the Property is conveyed by the Agency to the Redeveloper.

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

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

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

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

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

**“Days”** shall mean calendar days.

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



**“Declaration of Reverter”** shall have the meaning set forth within Section 10.8 of this Agreement.

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

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

**“Environmental Laws”** means any and all federal, state, regional, and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial or administrative orders or decrees, directives or judgments relating to environmental contamination, damage to or protection of the environment, environmental conditions, or the use, handling, processing, distribution, generation, treatment, storage, disposal, manufacture or transport of hazardous substances materials or wastes, presently in effect or hereafter amended, modified, or adopted including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. sect. 9601-9675; the Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. sect. 6901, et seq.; the Clean Water Act, 33 U.S.C. sect. 1251, et seq.; the New Jersey Spill Compensation and Control Act (the “Spill Act”), N.J.S.A. 58:10-23.11, et seq.; the Industrial Site Recovery Act, as amended (“ISRA”), N.J.S.A. 13:1K-6, et seq.; the New Jersey Underground Storage of Hazardous Substances Act, N.J.S.A. 58:10A-21, et seq.; the New Jersey Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq.; the New Jersey Environmental Rights Act, N.J.S.A. 2A:35A-1, et seq.; and the rules and regulations promulgated thereunder, as now in force or as may hereinafter be modified or amended.

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

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

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

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

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

**“Notice of Default”** shall have the meaning set forth in Section 10.2(a) of this Agreement.

**“Parties”** means the Agency and the Redeveloper.

**“Permitted Exceptions”** shall have the meaning set forth within Section 3.2(c)(iii) of this Agreement.

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

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

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

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

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

**“Property”** shall mean the real property commonly known as 185 Dwight Street in Jersey City identified on the City tax map as Block 25604, Lot 8 and as described in **Schedule A** to this Agreement.

**“Redeveloper”** shall mean 21 Contracting, LLC, a limited liability company having an office at 56 Bergen Avenue, Jersey City, NJ 07305.

**“Redevelopment Area”** means the Turnkey Redevelopment Area.

**“Redevelopment Plan”** means the Turnkey Redevelopment Plan (as amended and as may be supplemented from time to time) and/or any other redevelopment plan adopted by the City which in any way governs, concerns, relates to, and/or regulates the Project or the Property.

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

**“SRRA”** means the Site Remediation Reform Act, N.J.S.A 58:10C-1 et seq.

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

## **ARTICLE 2**

### **REDEVELOPER DESIGNATION; TERM OF AGREEMENT; THE PROJECT AND PROJECT PAYMENTS**

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

**2.2 Redevelopers’ Scope Of Undertaking.** The services and responsibilities undertaken by the Redeveloper, as more particularly set forth in this Agreement, shall include all aspects of the design, development, site preparation, construction and operation of the Project on the Property, including, without limitation, engineering, permitting, and the performance of or contracting for and administration and supervision of all construction required in connection with the Project, arrangement for interim and final inspections and any other actions required to satisfy the requirements of all Governmental Approvals necessary to develop the Project on the Property, and the ongoing maintenance of the Property until the Agency’s issuance of a Certificate of Completion for the Project to the Redeveloper.

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

**2.4 The Project.** The project shall consist of the construction of a market rate two family home on the Property that conforms to the requirements of the Redevelopment Plan (as set forth within Schedule B attached hereto, the “Project”). The Redeveloper shall be responsible to apply for and to obtain all Governmental Approvals necessary to undertake and to timely complete the Project and all

Applications submitted by or on behalf of the Redeveloper shall conform in all material respects to the Redevelopment Plan that governs the Property and all Applicable Laws.

**ARTICLE 3**  
**AGENCY COSTS; CONVEYANCE OF THE PROPERTY; LICENSE TO ENTER AND USE**  
**PROPERTY**

**3.1 Agency Costs.**

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

**3.1(b) Administrative Fee.** (i) The Redeveloper shall pay the Agency an annual administrative fee in accordance with the fee schedule set forth in Subsection 3.1(b)(ii) below to compensate the Agency for the Agency's internal costs arising from this Redevelopment Agreement and the Project. The Redeveloper shall pay the first annual installment of the administrative fee simultaneously with its submission of the executed Redevelopment Agreement to the Agency. Subsequent payments shall be due on an annual basis on the anniversary of the deadline for the initial administrative fee payment. The requirement for the Redeveloper to pay the Agency an annual administrative fee shall continue until the issuance of a Certificate of Completion for the Project or the expiration of the term of this Agreement, whichever occurs first.

- (i) The administrative fee schedule shall be as follows:

<b><u>Proposed Total Project Costs</u></b>			<b><u>Annual</u></b> <b><u>Administrative Fee</u></b>
\$0	-	\$4,999,999	\$5,000
\$5,000,000	-	\$14,999,999	\$10,000
\$15,000,000	-	\$24,999,999	\$20,000
\$25,000,000	-	\$49,999,999	\$30,000
\$50,000,000	-	and above	\$50,000

As the Redeveloper estimates that the total project costs of the Project will be less than four million nine hundred ninety nine (\$4,999,999.00) dollars, the Parties agree that the annual administrative fee for this Project shall be five thousand (\$5,000.00) dollars, provided, however, that if the actual total project costs differ from the Redeveloper's estimated total project costs, then the annual administrative fee shall be paid based upon the actual total project costs pursuant to the fee schedule set forth herein.

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

whether the Agency's Board ultimately approves or disapproves the modification or amendment request.

**3.1(c) Professional Costs Escrow.** The Redeveloper shall also be solely responsible to pay all of the reasonable professional costs and expenses incurred by the Agency in connection with this Agreement and with the conveyance of the Property to the Redeveloper, including but not limited to (i) the reasonable attorney's fees, engineering fees, or other outside consultants' fees (but specifically excluding compensation to the Agency for work performed internally by Agency employees) incurred by the Agency relating to the drafting and negotiation of this Agreement, the Project or to the defense of any litigation challenging the validity of the Project or of any governmental action taken by the Agency to effectuate the Project, including but not limited to the Agency's entry into this Agreement, (ii) property maintenance and upkeep costs (if any) incurred by the Agency during the time period between the Effective Date and Closing, (iii) all professional costs relating to the Agency's conveyance of the Property to the Redeveloper, including but not limited to attorney's fees, title fees, recording fees, and the like, and (iv) any other professional costs incurred by the Agency arising from this Redevelopment Agreement, the Property, or the Project (the "Professional Costs"). The Redeveloper shall be responsible to fund and to replenish an escrow account to be held by the Agency for use by the Agency in paying the Professional Costs (the "Professional Costs Escrow"). Simultaneously with its submission of the executed Redevelopment Agreement to the Agency, the Redeveloper shall pay the Agency an initial deposit of ten thousand (\$10,000.00) dollars to be deposited by the Agency into the Professional Costs Escrow and used for the purposes authorized herein. If the Professional Costs Escrow is depleted so that there is only five thousand (\$5,000.00) dollars or less remaining in the escrow and there are still Professional Costs to be paid, the Agency shall provide written notice to the Redeveloper requiring the Redeveloper to replenish the Professional Costs Escrow in an amount to be reasonably determined by the Agency and, within fifteen (15) Days of its receipt of such written notice, the Redeveloper shall replenish the Professional Costs Escrow in that amount. If there are any unpaid Professional Costs due and owing to the Agency as of the date of Closing, the Redeveloper shall be required to satisfy these unpaid Professional Costs as a condition of Closing. Upon the completion of the Project, or upon the termination of the Agreement, any funds remaining in the Professional Costs Escrow shall first be utilized to fully satisfy any outstanding Professional Costs, and then any remaining funds shall be promptly returned by the Agency to the Redeveloper.

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

**3.1(e) Additional Security For Agency Costs.** If there are any unpaid Agency Costs at the time of Closing, the Redeveloper shall pay them off as directed by the Agency and, if it fails to do so, the Agency shall have the right, in its sole discretion, to require the Redeveloper to execute a note and mortgage in favor of the Agency in the amount of these unpaid Agency Costs and such debt will be recorded as a lien against the Property. If there are any post-Closing Agency Costs which are unpaid, the Agency shall have the right, in its sole discretion, to require the Redeveloper to execute a note and

mortgage in the amount of these unpaid Agency Costs and to record these documents as liens against the Property.

**3.2 Agreement To Sell And Purchase The Property.** Subject to the terms, conditions and contingencies contained within this Agreement, the Agency agrees to sell the Property to the Redeveloper, and the Redeveloper agrees to purchase the Property from the Agency, on the terms and conditions set forth within this Agreement.

**3.2(a) Consideration For Sale.** The consideration for the conveyance of the Property shall be the Redeveloper's payment to the Agency of the sum of seventy-six thousand dollars (\$76,000.00)(the "Purchase Price"), along with the Redeveloper's commitment through this Agreement to redevelop the Property with the Project and to pay the Agency the Agency Costs described herein.

**3.2(b) Time And Place Of Closing Of Title; Payment Of Purchase Price.**

(i) Within forty-five (45) Days of the Effective Date of this Agreement, the Agency shall convey title to the Property to the Redeveloper at a closing to be held on a mutually convenient date, time and location (the "Closing"); provided, however, that such deadline may be extended by mutual consent of the Parties.

(ii) The Redeveloper shall pay the full Purchase Price to the Agency at Closing.

**3.2(c) Transfer Of Ownership; Title.**

(i) At the Closing, the Agency shall give the Redeveloper a properly executed Bargain and Sale Deed without covenants (the "Deed"), an adequate affidavit of title, a properly executed affidavit of consideration or exemption, a true copy of the resolution authorizing the sale and conveyance, and such other documentation as may reasonably be requested by Redeveloper's title insurance company. The Deed will contain all of the covenants required under N.J.S.A. 40A:12A-9 and a right of reverter to the Agency as set forth more fully within Section 10.8 of this Agreement.

(ii) The Agency shall transfer and convey to the Redeveloper clear and marketable title to the Property, defined for purposes of this Agreement as insurable by a title insurance company licensed to do business in the State of New Jersey at regular rates free of all claims and rights of others, except for: (a) normal utility easements servicing the Property which do not interfere with Redeveloper's intended use thereof; (b) ALTA 1992 preprinted exceptions; and (c) any Permitted Exceptions (as hereinafter defined).

(iii) Failure to notify the Agency of an objection to title for the Property prior to Closing on the Property shall be deemed a waiver by the Redeveloper of all objections to any lien, encumbrances or other exception revealed by the title report (as waived, or as otherwise deemed acceptable by Redeveloper, "Permitted Exceptions"). In the event that the Agency is unwilling or unable to remedy any such title defect(s) of that particular Property, then the Redeveloper may either (i) waive the objection and proceed to Closing; or (ii) terminate this Agreement. Upon such termination, neither the Redeveloper nor the Agency shall have any further liability under this

Agreement as to the Property except as otherwise expressly provided herein. Under no circumstances shall the Agency be obligated to reimburse the Redeveloper for any monies expended by the Redeveloper in connection with this Agreement.

**3.2(d) Physical Condition Of The Property; Release As To Environmental Claims.**

(i) The Property is being sold to the Redeveloper in an "AS IS" condition. The Redeveloper acknowledges that the Agency has not made any statements, claims or guaranties as to the value or condition of the Property. The Redeveloper fully realizes that the Agency does not assume any responsibility or liability on account of any such physical condition. At the Closing, the Agency shall deliver possession of the Property in the same condition as it is in as of the date that the Agency takes title to the Property, deterioration from ordinary and reasonable usage and exposure to the elements excepted.

(ii) As a condition of accepting the Deed, and except if arising out of the gross negligence or willful misconduct of the Agency or any of its contractors, employees, agents or invitees, at the time of the Closing the Redeveloper shall release the Agency from any and all responsibility, liability and claims for or arising out of the presence on or about the particular Property being conveyed (including in the soil, air, structures and surface and subsurface water) of materials, wastes or substances that are or become regulated under or that are or become classified as toxic or hazardous, under any Environmental Laws, including without limitation, petroleum, oil, gasoline or other petroleum products, byproducts or waste. In addition, and except if arising out of the gross negligence or willful misconduct of the Agency or any of its contractors, employees, agents or invitees, the Redeveloper shall defend, indemnify and hold the Agency harmless from and against all administrative actions, claims, liabilities, demands, causes of action, debts, obligations, promises, acts, agreements, expenses, costs and damages, of whatever kind or nature, arising out of or related to the presence on or about the Property (including in the soil, air, structures and surface and subsurface water) of materials, wastes or substances that are or become regulated under or that are or become classified as toxic or hazardous, under any Environmental Laws, including, but not limited to, administrative proceedings, third-party suits and claims, made or brought by governmental agencies, persons or entities.

**3.2(e) Risk Of Loss.** The Agency is responsible for any damage or loss to the Property, except for normal wear and tear, until the Closing; provided, however, that the Agency shall not be required to repair any damage to the existing improvements on the Property.

**3.2(f) Building And Zoning Laws.** The Property is being sold subject to the Redevelopment Plan and all other Applicable Laws. The Agency makes no representation as to whether the Project as currently conceived by the Redeveloper is consistent with the Redevelopment Plan or any other Applicable Laws.

**3.2(g) Brokerage Fees.** The Redeveloper and the Agency each represent that they have not dealt with or transacted any business with any broker concerning the purchase of the Property, and each agrees to hold the other harmless from any claim of any broker.

**3.2(h) Non-Foreign Affidavit.** The Agency shall provide to the Redeveloper at Closing an adequate Non-Foreign Affidavit stating the inapplicability of 26 U.S.C. Section 1445 to the sale of the Property.

**3.2(i) Form 1099-B Filing.** In compliance with the requirements of the Internal Revenue Code, the Redeveloper's attorney is responsible for collecting certain information from the Agency necessary to complete and file Form 1099-B with the Internal Revenue Service. The Agency agrees to supply all necessary information to the Redeveloper's attorney in order to facilitate such filing.

**3.2(j) Responsibility For Taxes.** The Redeveloper shall be responsible for the payment of any real estate taxes assessed on the Property after conveyance of title in the Property to the Redeveloper.

**3.3 License To Enter Property: Obligation To Secure And Maintain Property.**

(a) The Agency hereby grants to the Redeveloper a license, without the need for the execution of any additional documents, allowing the Redeveloper and its agents, employees and subcontractors, to enter onto the Property during the time period between the Effective Date of this Agreement and the Closing Date, subject to the following terms and conditions:

- (i) prior to entering onto the Property pursuant to this license, the Redeveloper shall, at its sole cost and expense, purchase and keep in full force and effect insurance as required under Article 11 of this Agreement and shall provide the Agency with a copy of the Certificates of Insurance or other documentation deemed sufficient by the Agency to demonstrate that the insurance required hereunder has been obtained and is in full force and effect.
- (ii) the Redeveloper agrees to indemnify and hold harmless the Agency, its agents, employees and or/representatives, against, and the Redeveloper shall pay any and all liability, loss, cost, damage, claims, judgment, or expenses, of any and all kinds or nature and however arising, imposed by law, which the Agency may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death or damage to the Property, whether real, personal or mixed, arising from or relating in any way to the Redeveloper's activities on the Property under this License, including but not limited to any all claims by workmen, employees or agents of the Redeveloper and unrelated third parties.
- (iii) the Redeveloper shall, at its own cost and expense, defend any and all claims, suits and actions which may be brought or asserted against the Agency and its directors, officers, agents, servants or employees arising from or relating in any way to the Redeveloper's activities on the Property under this License; but this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance which may be provided for in this Agreement from its obligation to defend Redeveloper, the Agency, and any other insured named in such policy of insurance in connection with claims, suits or actions covered by such policy. Any cost for reasonable attorney's fees in situations where it is necessary for the



Agency to engage its own attorneys or experts and all costs to defend the Agency and its directors, officers, agents, servants or employees shall be reimbursed to the Agency by the Redeveloper in connection with such indemnification claim.

(iv) the Redeveloper shall, at its sole cost and expense, remove and properly dispose of all materials resulting from its activities on the Property under this License. Additionally, if the Redeveloper fails to acquire title to the Property hereunder, the Redeveloper shall, at its sole cost and expense, restore or repair any portion of the Property that was damaged or impacted as a result of the Redeveloper's activities on the Property under the License.

(b) As of the Effective Date of this Agreement, the Redeveloper shall be responsible for securing the Property, including with durable fencing, and ensuring that the Property is kept free of debris and trash. The Property shall be kept clear of vegetation, overgrowth of weeds, plantings, and trash and will be maintained in such condition until the Project is completed.

(c) After the conveyance of the Property by the Agency to the Redeveloper, the Redeveloper shall permit the representatives of the Agency access to the Property upon reasonable prior notice at all reasonable times which the Agency may deem necessary for the purposes of the Agreement, including but not limited to, inspection of all work being performed in connection with the construction of the Project. The obligations of this Section shall survive any termination of this Agreement.

#### **ARTICLE 4**

#### **IMPLEMENTATION OF THE PROJECT**

**4.1 Implementation Of The Project.** For so long as this Agreement shall remain in effect, the Redeveloper shall have the exclusive right to redevelop the Property. The Redeveloper agrees to redevelop the Property in accordance with the terms and conditions of this Agreement, the Redevelopment Plan, Applicable Laws, and all Governmental Approvals applicable thereto. All redevelopment activities performed under this Agreement shall be performed timely and diligently, and provided in accordance with the level of skill and care ordinarily exercised by developers of comparable first class developments.

## **4.2 Predevelopment Activities And Governmental Approvals.**

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

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

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

**4.2(d) Application For "Building Permits".** The Redeveloper shall promptly and in a commercially reasonable manner, and in no case later than thirty (30) Days from the Effective Date of this Agreement, submit applications for building permits and use commercially reasonable efforts to diligently prosecute the applications to conclusion for the Property.

## **4.3 Commencement And Completion Of Construction**

**4.3(a) Commencement And Completion Of Construction.** The Redeveloper shall Commence Construction and Complete Construction of the Project within the time periods set forth with the construction schedule attached hereto as **Schedule C**. Any material change in the scope of the Project, changes or updates to this construction schedule, or extension of the projected Completion Date for any Property shall require the Agency's prior written approval, which may be granted or denied in the Agency's sole discretion. If the Agency denies such approval, upon the Redeveloper's

reasonable request the Agency shall provide the reason(s) for such denial. The Redeveloper agrees to Commence Construction and diligently Complete Construction of the Project on the Property. The Redeveloper understands that absent extraordinary and unforeseeable circumstances, the Agency will require strict compliance by Redeveloper as to the schedule for Commencement of Construction and Completion of Construction for the Project, interim deadlines or milestones and time periods for the various activities and actions to be taken by the Redeveloper hereunder, subject only to the occurrence of a Force Majeure Event.

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

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

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

(ii) **Progress Reports.** At each progress meeting, and at such other times as may be reasonably requested by the Agency, the Redeveloper shall submit to the Agency a detailed written progress report which shall include, among other things, a description of activities completed, milestones achieved, status of the Project with respect to its Construction Schedule, activities to be undertaken prior to the next regularly scheduled progress report, and any unanticipated problems or delays and the explanation therefor. If the Redeveloper fails to meet a milestone or completion date set out in the Construction Schedule and is notified of same in writing by the Agency, or if Redeveloper conclusively determines between progress meetings that it will fail to meet a milestone or completion date on the Construction Schedule, the Redeveloper shall promptly provide written notice to Agency stating: (a) the reason for the failure to complete the applicable task, (b) the Redeveloper's proposed method for correcting such failure, (c) the Redeveloper's schedule for completing such task, and (d) the method or methods by which the Redeveloper proposes to achieve subsequent tasks by the Completion Date. This Section shall not in any way be construed as entitling the Redeveloper to an

extension of the Completion Date or modification of the Construction Schedule or Project Budget for the Property, absent the Agency's prior written consent.

**4.4 Certificate Of Occupancy And Certificate Of Completion.** The Redeveloper shall apply to the appropriate governmental officer or body for a Certificate of Occupancy when necessary and appropriate for the Property as required under Applicable Laws. Following the issuance of the Certificate of Occupancy for the Property, and the satisfaction of the terms and conditions of this Agreement with respect to the Project on the Property by Redeveloper, and upon receipt of a Notice of Completion from Redeveloper, the Agency agrees to issue a Certificate of Completion for the Property, in proper form for recording, which shall acknowledge that the Redeveloper has performed all of its duties and obligations for the Property under this Agreement and has completed construction of the Project on the Property in accordance with the requirements of this Agreement. Within sixty (60) Days after receipt of the Notice of Completion for the Property from the Redeveloper, the Agency shall provide the Redeveloper with the Certificate of Completion for that particular Property or with a written statement setting forth in detail the reasons why it believes that the Redeveloper has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in Default under this Agreement, and what reasonable measures or acts will be necessary in the opinion of the Agency in order for the Redeveloper to be entitled to the Certificate of Completion. When issued, the Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction and termination of the agreements and covenants (as limited herein) in this Agreement and the Redevelopment Plan with respect to the obligations of the Redeveloper to construct the Project on the Property. Unless otherwise required by a related Financial Agreement, Governmental Approval or Applicable Law, upon the issuance of the Certificate of Completion, the provisions of this Agreement shall no longer encumber the Property; provided, however, that any other documents theretofore delivered pursuant to this Agreement that by their terms are intended to survive Completion of Construction for the Property shall not be affected by delivery of the Certificate of Completion for the Property.

**4.5 Estoppel Certificates (Prior To Issuance Of Certificate Of Completion).** At any time and from time to time prior to the issuance of a Certificate of Completion for the Property, the Agency shall, within ninety (90) Days of its receipt of a written request by the Redeveloper or of any mortgagee, lender, purchaser, tenant or other party having an interest in the Project, execute and deliver to (a) the Redeveloper, or (b) a third party (e.g., a prospective lender, purchaser, investor, tenant, etc.) designated by the Redeveloper, an instrument in which the Agency (i) certifies that this Agreement is unmodified and in full force and effect as to the Project (excepting only modifications which shall be set forth), (ii) states whether to the best knowledge of the Agency the Redeveloper is in Default under this Agreement, and, if so, specifying each such Default of which the Agency shall have knowledge; and (iii) confirms such other factual matters within the Agency's knowledge or control pertinent to this Agreement, as the same relate to, or might affect, the Property. The Redeveloper shall not request and the Agency shall not be required to issue more than two (2) Estoppel Certificates in any calendar year.

**ARTICLE 5**  
**REDEVELOPER'S FINANCIAL COMMITMENT**

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

**ARTICLE 6**  
**REPRESENTATIONS AND WARRANTIES**

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

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

(b) The Redeveloper is a duly organized and validly existing legal entity under the laws of the State of New Jersey, and all necessary resolutions or authorizations have been duly adopted to authorize the execution and delivery of this Agreement and to authorize and direct the persons executing this Agreement to do so for and on the Redeveloper's behalf.

(c) No receiver, liquidator, custodian or trustee of the Redeveloper has been appointed or is contemplated as of the date of this Agreement, and no petition to reorganize the Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Redeveloper has been filed or is contemplated as of the Effective Date.

(d) No indictment has been returned against any member, manager or officer of the Redeveloper.

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

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

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

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

(i) The party or parties signing the Agreement on behalf of the Redeveloper is or are fully authorized to sign on behalf of the current members of the Redeveloper and to bind it with respect thereto.

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

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

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

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

(d) To the best of the Agency's knowledge there is no pending litigation which affects the title to the Property, the designation of the Scattered Site Redevelopment Area, the adoption of the Redevelopment Plan, or the Agency's ability to convey the Property to the Redeveloper.

(e) To the best of the Agency's knowledge the Agency is not in violation of any term of any judgment, decree, injunction or order affecting any of the Property.

(f) The Agency has not received notice of any pending eminent domain or condemnation of any of the Property and the Agency does not know of, or have reason to know of, any proposed eminent domain or condemnation proceeding with respect to any portion of any the Property.

(g) To the best of the Agency's knowledge the Agency has not received any notice of violation issued by any federal, state or other public authority with regard to any the Property, and the Agency has no reason to believe that any such notice will be issued after the date hereof.

(h) Prior to conveyance from the Agency to the Redeveloper, the Agency shall be the legal owner of the Property in fee simple and the Property shall not then be subject to any outstanding option or agreement of sale.

### **6.3 Redeveloper Pay-to-Play Compliance.**

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

**6.3(b) Prohibition Regarding Contributions.** In accordance with the PTP Ordinance, a redeveloper (as defined in Section 6.3(c) below) is prohibited from soliciting or making any contribution (as defined in Section 6.3(d) below) to (i) a candidate, candidate committee or joint candidate committee of any candidate for elective municipal office in Jersey City or a holder of public office having ultimate responsibility for arranging, entering into, or approving redevelopment agreements, or appointing those who enter into redevelopment agreements on behalf of the City of Jersey City, or (ii) any Jersey City or Hudson County political committee or political party committee, or (iii) any continuing political committee or political action committee that regularly engages in the support of Jersey City municipal or Hudson County elections and/or Jersey City municipal or Hudson County candidates, candidate committees, joint candidate committees, political committees, political parties or political party committees ("PAC"), between the application to enter into a redevelopment project and the later of the termination of negotiations or rejection of any proposal, or the completion of all matters or time period specified in the redevelopment agreement.

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

**6.3(d) Contribution.** As defined in N.J.A.C. 19:25-1.7, a "contribution" includes every loan, gift, subscription, advance or transfer of money or other thing of value, including any in-kind contribution and pledges made to or on behalf of (i) a candidate, candidate committee or joint candidate committee of any candidate for elective municipal office in Jersey City or a holder of public office having ultimate responsibility for arranging, entering into, or approving the redevelopment agreement, or for appointing those who enter in to the redevelopment agreement on behalf of the City of Jersey City, or (ii) any Jersey City or Hudson County political committee or political party committee, or (iii) any PAC as referred to above. As further defined in N.J.A.C. 19:25-1.7, funds or other benefits received solely for the purpose of determining whether an individual should become a candidate are contributions.

**6.3(e) Compliance with City Ordinance 09-096.** The Redeveloper agrees to comply with all the terms, conditions and requirements of the PTP Ordinance, as may be amended from time to time. The Redeveloper acknowledges that the contribution and disclosure requirements of the PTP Ordinance apply to all redevelopers as well as professionals, consultants or lobbyists contracted or employed by the business entity ultimately designated as a redeveloper to provide services related to the: (i) lobbying of government officials in connection with the examination of an area and its designation as an area in need of redevelopment or in connection with the preparation, consultation and adoption of the redevelopment plan; (ii) obtaining the designation or appointment as redeveloper; (iii) negotiating the terms of a redevelopment agreement or any amendments or modifications thereto; and (iv) performing the terms of the redevelopment agreement.

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

## **ARTICLE 7**

### **COVENANTS AND RESTRICTIONS**

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

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

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

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



## Applicable Laws.

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

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

(f) except as otherwise permitted hereunder in the case of a Force Majeure Event, not suspend or discontinue the performance of its obligations under this Redevelopment Agreement (other than in the manner provided for herein) for any reason, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, or any damage to or destruction of the Project on the Property.

(g) diligently undertake the construction and development of each individual component of the Project on the Property throughout the Construction Period and use commercially reasonable efforts to complete each component of the Project on the Property on or before the applicable Completion Date.

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

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

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

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

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

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

**7.2 Effect And Duration Of Redeveloper Covenants.** It is intended and agreed that the agreements and covenants set forth in this Agreement shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns, against the Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Project or any part thereof. The covenants shall cease and terminate when a Certificate of Completion for the Project has been issued, provided however, that the covenant in Sections 7.1(a) and (l) shall remain in effect without limitation as to time except as otherwise provided herein.

## **ARTICLE 8**

### **PROHIBITION AGAINST ASSIGNMENT AND TRANSFER**

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

As a result, during the term of this Agreement (including those provisions which survive the issuance of a Certificate of Completion for the Project), except with the express prior written consent of the Agency, which consent shall be granted or denied in the Agency's sole and absolute discretion, the Redeveloper agrees for itself and all successors in interest that there shall be no sale, transfer or assignment of (i) any equity interest in the Redeveloper, nor any direct or indirect change in control of the Redeveloper as it exists on the Effective Date, whether by changes in capitalization, merger, or otherwise; or (ii) the Agreement. With respect to this provision, the Redeveloper and the persons signing this Agreement on behalf of the Redeveloper represents that each has authority to agree to this provision on behalf of the current members of the Redeveloper and to bind it with respect thereto.

(b) In the event that the prior written consent of the Agency is requested to a sale, transfer or assignment, the Redeveloper shall provide the Agency with evidence of the proposed transferee and/or assignee's financial capacity and experience evidencing their ability to complete the Project on

the Property and the Agency shall thereafter either grant such consent or provide reasons as to its denial of consent. Without limiting the Agency's discretion, at a minimum, any such approval for a sale, transfer or assignment will be granted only if the Agency determines that (i) the assignee is capable of completing the Project (or any portion of the Project being assigned), and that (ii) the assignee is assuming all responsibilities of the Redeveloper under this Agreement as to the Project (or any portion of the Project being assigned).

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

Assignment by the Redeveloper of its rights under this Agreement to an Affiliate provided that: (i) the successor and assignee of the Redeveloper shall assume all of the obligations of the Redeveloper hereunder, but the Redeveloper shall remain primarily liable for the performance of the Redeveloper's obligations; (ii) a copy of the written instrument of conveyance and assignment and assumption of this Redevelopment Agreement shall be delivered to the Agency for review and approval prior to execution, and once approved and executed, fully executed copies provided to the Agency promptly; and (iii) such conveyance or assignment does not violate any of the Government Approvals.

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

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

- (a) At least annually during the period between the Effective Date and Completion of the Project as evidenced by the issuance of a Certificate of Completion, and

at such other times as reasonably requested by the Agency, the Redeveloper will submit to the Agency an updated incumbency certificate and keep same current.

- (b) The Redeveloper will immediately notify the Agency in writing of any and all changes whatsoever in the ownership of the Redeveloper, legal or beneficial, or of any other act or transaction involving or resulting in any change in such ownership or in the relative distribution thereof, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, of which it or any of its officers or members have been notified or otherwise have knowledge or information.
- (c) The Redeveloper shall, at such time or times as the Agency may request, furnish the Agency with a complete statement subscribed and sworn to by managing member of the Redeveloper, setting forth all of managing members, or other owners of equity interests of the Redeveloper and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the Redeveloper's entity, their names and the extent of such interest.

## **ARTICLE 9**

### **MORTGAGE FINANCING**

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

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

**9.3 Notice Of Default To Mortgagee And Right To Cure.** Whenever the Agency shall deliver any notice or demand to the Redeveloper with respect to any breach or Default by the Redeveloper under this Redevelopment Agreement, the Agency shall at the same time deliver to each lender (or equity participant in Redeveloper) a copy of such notice or demand, provided that the Redeveloper has delivered to the Agency a written notice of the name and address of such lender and

equity participant. Each such lender shall (insofar as the rights of the Agency are concerned) have the right, at its option, within thirty (30) Days after receipt of a Notice of Default, to cure any such Default with respect to that portion of the Project which is being financed by such lender and which is subject to being cured and to add the cost thereof to the debt and the lien which it holds, or to the obligations of the lessees under any lease-back or of the guarantor under any other conveyance for financing; provided, however, that if the Default is one that cannot be completely cured within thirty (30) Days after receipt of the Notice of Default, it shall not be an Event of Default as long as the lender promptly begins to take actions to correct the Default upon its receipt of notice thereof or, if required, upon its obtaining possession of the Property, and is proceeding with due diligence to remedy the Default as soon as practicable, but in no event longer than ninety (90) Days unless the Agency otherwise consents in writing to an extension of time.

## **ARTICLE 10**

### **EVENTS OF DEFAULT**

#### **10.1 Default Related To Conveyance Of the Property.**

**10.1(a) Default By The Agency.** If title to the Property does not close because of an Event of Default on the part of the Agency, then the Redeveloper shall be entitled to pursue any remedies at law or equity available to it by reason of the Agency's Default; provided, however, that under no circumstances shall the Agency be liable for consequential, indirect or special damages of any kind.

**10.1(b) Default By Redeveloper.** If title to the Property does not close due to an Event of Default on the part of the Redeveloper, the Agency shall be entitled to pursue any remedies at law or in equity.

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

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

(b) (i) If the Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Redeveloper; (iii) the Redeveloper, (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in

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

(c) The Redeveloper (i) fails to perform its obligations with respect to the implementation of the Project on the Property in accordance with this Agreement and the Construction Schedule, the Redevelopment Plan, Governmental Approvals or Applicable Laws, including but not limited to failure to Commence Construction or Complete Construction in accordance with the Construction Schedule related to the Project; or (ii) abandons the Project or substantially suspends construction work without the prior knowledge and consent of the Agency (unless such suspension arises out of a Force Majeure Event), and any such failure, abandonment or suspension shall not be cured, ended, or remedied within thirty (30) Days after receipt by the Redeveloper of a Notice of Default; provided, however, that if the Default is one that cannot be completely cured within thirty (30) Days after receipt of the Notice of Default, it shall not be an Event of Default as long as the Redeveloper promptly begins to take actions to correct the Default upon its receipt of notice thereof and is proceeding with due diligence to remedy the Default as soon as practicable, but in no event longer than ninety (90) Days unless the non-defaulting party consents, in writing, to an extension of time to cure.

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

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

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

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

**10.3 Remedies Upon Event Of Default.** (a) Whenever any Event of Default of the Redeveloper shall have occurred, the Agency may, on written notice to the Redeveloper (a "Termination Notice"), terminate this Agreement and the Redeveloper's designation as the exclusive Redeveloper for the Property and take whatever other action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Redeveloper under this Agreement, including but not limited to specific performance. In addition, the Redeveloper shall be responsible for any and all costs or expenses incurred by the Agency, including reasonable attorney's fees, incurred in connection with the termination of this Agreement, the termination of the Redeveloper's designation, and any and all other action take at law or in equity by the Agency to enforce the terms of this Agreement. Whenever any Event of Default of the Agency shall have occurred, the Redeveloper, after issuance of a Termination Notice to the Agency, may take whatever action at law or in equity as may appear necessary or desirable to enforce the terms of this Agreement.

(b) Upon the occurrence of an Event of Default by the Redeveloper, the Agency shall have the right to revoke the license that it has granted to the Redeveloper providing it with access to the Property and to require the Redeveloper to vacate the Property and to immediately turn over possession thereof back to the Agency.

**10.4 Force Majeure Extension.** For the purposes of this Agreement, neither the Agency nor the Redeveloper shall be considered in breach or in Default with respect to its obligations hereunder because of a delay in performance arising from a Force Majeure Event. It is the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the Agency or the Redeveloper shall be extended for the period of the delay; provided, however, that such delay is actually caused by or results from the Force Majeure Event. The time for completion of any specified obligation hereunder shall be tolled for a period of time up to but not exceeding the period of delay resulting from the occurrence of a Force Majeure Event. To invoke the tolling provisions hereunder, the party invoking the provisions hereof must give written notice to the other party of the occurrence of a Force Majeure Event as soon as practicable but in no event more than ninety (90) Days after the occurrence thereof.

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

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

**10.7 Failure or Delay by Either Party.** Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by either party in asserting any of its rights or

remedies as to any Default, shall not operate as a waiver of any Default, or any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies as established by this Agreement.

**10.8 Agency's Right Of Reverter.** In the event that the Agency terminates this Agreement due to an Event of Default by the Redeveloper after the Redeveloper has acquired title to the Property but prior to the issuance of the Certificate of Completion for the Project on the Property, the Property (or, if a Certificate of Completion or a temporary Certificate of Completion has been issued for any portions of the Property, then those portions of the Property for which a Certificate of Occupancy or a temporary Certificate of Occupancy has not yet been issued) shall, upon sixty (60) Days prior written notice by the Agency to the Redeveloper (and where applicable, to the mortgagee) (the "Declaration of Reverter"), revert to the Agency pursuant to a reverter clause which shall be included in such conveyance documents without any further act on the Agency's part and the estate conveyed by the Agency by deed to the Redeveloper shall immediately (after expiration of the aforesaid notice period) terminate and revert in the Agency. However, any reversion of title as a result of the aforementioned termination due to the occurrence of an Event of Default shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way (i) the lien of any mortgage authorized by this Agreement; and (ii) any rights or interest provided in this Agreement for the protection of mortgagees or other lienholders. The right of the Agency to declare such a reversion of title is not intended as a waiver by the Redeveloper of its right to challenge the validity of such Declaration of Reverter or otherwise contest the same in any manner if the Redeveloper believes such right has been improperly exercised and/or is otherwise defective, improper or disputable for any reason.

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



## **ARTICLE 11**

### **INSURANCE**

**11.1 Insurance – General Requirements.** Prior to the date that the Redeveloper enters onto the Property in accordance with the terms of this Agreement, and at all times thereafter until the termination of this Agreement, the Redeveloper shall maintain, or cause to be maintained by its contractors, who shall name the Agency as an additional named insured and provide proof of same, insurance for the mutual benefit of the Agency and the Redeveloper as their interests may appear:

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

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

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

(d) Builder's risk insurance; and

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

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

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

**11.2 Insurance–Restrictions.** All insurance provided for under this Agreement will be reasonably effected under valid enforceable policies issued by insurers rated "A" or better by A.M.

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

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

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

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

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

## **ARTICLE 12**

### **COMMUNITY INITIATIVES**

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

(a) The Redeveloper will not discriminate against any employee of the Redeveloper or applicant for employment because of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in

conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause and any such notices provided by the Agency that are consistent therewith.

(b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

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

## **12.2 Project Employment Agreement; Opportunities for Jersey City Residents in Construction Jobs**

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

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

**ARTICLE 13**  
**OTHER REDEVELOPER OBLIGATIONS**

**13.1 Defense/Indemnification.** (a) Except if arising or caused by the gross negligence or willful misconduct of the Agency or any of its contractors, employees, agents or invitees, the Redeveloper agrees to indemnify and hold the Agency and its agents, employees and/or representatives harmless against any litigation filed against the Agency and its agents, employees and/or representatives challenging any aspect of the Agreement or the Project, including but not limited to, the validity of the Project or of any governmental action taken by the Agency to effectuate the Project, including but not limited to the Agency's entry into this Agreement. If such litigation is filed, the Agency shall retain control over the defense of such litigation and shall appoint counsel of its choice to defend the Agency in such litigation. The Redeveloper shall reimburse the Agency for the Agency's reasonable costs in defending such litigation and shall indemnify and hold the Agency harmless against any monetary judgment entered against the Agency in such litigation. The Agency shall promptly inform the Redeveloper of the filing of any litigation challenging the validity of the Project or of any governmental action taken by the Agency to effectuate the Project and shall have a continuing obligation to keep the Redeveloper apprised of the status of such litigation until the litigation is concluded.

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

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

other insured named in such policy of insurance in connection with claims, suits or actions covered by such policy.

(d) The Redeveloper releases the Agency from, agrees that the Agency shall not be liable for, and agrees to hold the Agency harmless against any expense or damages incurred because of any litigation commenced as a result of any action taken by the Agency with respect to this Agreement and the Project on the Property, except if caused by the gross negligence or willful misconduct of the Agency or its contractors, directors, officers, agents, servants or employees.

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

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

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

#### **ARTICLE 14** **MISCELLANEOUS**

**14.1 Cooperation.** The Parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, consents in order to satisfy the terms and conditions hereof and the terms and conditions of this Agreement. The Agency further agrees to take all actions reasonably requested by Redeveloper to expedite the Project, including without limitation designating Agency staff liaisons to assist the Redeveloper in interacting with City departments, commissions, boards, authorities and the like if it is requested to do so by the Redeveloper.

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

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

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

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

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

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

**14.8 Notices and Demands** A notice, demand or other communication under this Redevelopment Agreement by any party to the other shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (with receipt acknowledged), or by facsimile transmission (with receipt acknowledged) to the Parties at their respective addresses set forth herein, or at such other address or addresses with respect to the Parties or their counsel as any party may, from time to time, designate in writing and forward to the others as provided in this Section.

**As to the Agency:**

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

with copies to:

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

and

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

**As to the Redeveloper:**

21 Contracting, LLC  
56 Bergen Avenue  
Jersey City, NJ 07305

with copies to:

Eugene O'Connell, Esq.  
853 Summit Avenue  
Jersey City, NJ 07307

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

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

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

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

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

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

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

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

**14.15 Entire Agreement.** Other than the letter agreement between the Parties entered in March 2021 permitting the Redeveloper to have enter and use the Property to perform certain specified Emergent Activities (as such term is defined therein) which shall remain in full force and effect, this Redevelopment Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

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

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

*[remainder of page intentionally left blank]*



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

WITNESS:

JERSEY CITY REDEVELOPMENT AGENCY

\_\_\_\_\_

By: \_\_\_\_\_

Name: Diana Jeffrey  
Title: Executive Director

WITNESS:

21 CONTRACTING, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Name:  
Title:

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

BE IT REMEMBERED, that on \_\_\_\_\_, 2022, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared DIANA JEFFREY, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that she is the Executive Director and Secretary of the JERSEY CITY REDEVELOPMENT AGENCY, a body corporate and politic, and the body corporate and politic named in the within instrument; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Commissioners; that deponent well knows the seal of the body corporate and politic; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by DIANA JEFFREY, the Executive Director and Secretary as and for the voluntary act and deed of said body corporate and politic, in her presence, who thereupon subscribed his name thereto as attesting witness.

Sworn and subscribed to before me this \_\_\_\_ day  
of \_\_\_\_\_, 2022

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

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

BE IT REMEMBERED, that on \_\_\_\_\_, 2022, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared \_\_\_\_\_, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the \_\_\_\_\_ of 21 CONTRACTING, LLC, a limited liability company named in the within instrument; that the execution, as well as the making of this instrument, has been duly authorized by this limited liability company; that deponent well knows the seal of the body corporate and politic; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by the deponent as and for the voluntary act and deed of said body corporate and politic, in his presence, who thereupon subscribed his name thereto as attesting witness.

Sworn and subscribed to before me this \_\_\_\_ day  
of \_\_\_\_\_, 2022

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

**SCHEDULE A**  
**[Property Description]**

The Property for purposes of this Agreement shall be the real property commonly known as 185 Dwight Street in Jersey City identified on the City tax map as Block 25604, Lot 8.

**SCHEDULE B**  
**[Project Description]**

The Project shall consist of the construction of a market rate two family home on the Property that conforms to the requirements of the Redevelopment Plan.

**SCHEDULE C**  
**[Construction Schedule]**

**Task & Completion Date**

1. Evidence of Financing
  - No later than 30 Days prior to Closing
2. Closing on property
  - Within 45 Days of the Effective Date of this Agreement unless extended by mutual consent of the Parties
3. Commencement of Construction
  - On or before July 1, 2022
4. Completion of Construction
  - Within one year of Commencement of Construction
5. Certificate of Occupancy
  - Within 60 Days of Completion of Construction



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING  
CHANGE ORDER #2 TO CONTRACT NO. 21-10-CJ6 WITH  
SILAGY CONTRACTING, LLC FOR VACANT LOT CLEAN-UP  
AND MAINTENANCE SERVICES AT AGENCY-OWNED  
PROPERTIES WITHIN VARIOUS REDEVELOPMENT AREAS**

**WHEREAS**, the Jersey City Redevelopment Agency (the "**Agency**") owns certain properties within the City of Jersey City (the "**City**"); and

**WHEREAS**, in order to maintain its properties, from time to time the Agency requires routine maintenance and upkeep services for such properties (the "**Services**"); and

**WHEREAS**, in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.*, the Agency previously entered into Contract No. 21-10-CJ6 dated October 20, 2021 (as subsequently amended, the "**Contract**") with Silagy Contracting, LLC ("**Silagy**") for an amount not to exceed One Hundred Seventy-Two Thousand Three Hundred Eighty Dollars (\$172,380.00) (the "**Initial Contract Amount**") for the Services as further described in the Contract; and

**WHEREAS**, pursuant to Resolution No. 21-11-16 adopted on November 9, 2021, the Agency and Silagy entered into Change Order #1 to the Contract, which amended the scope of the Contract and authorized additional expenditure of funds in the amount of \$8,000, such that the amended Contract amount shall not exceed \$180,380.00; and

**WHEREAS**, the Agency wishes to amend the scope of the Contract (a) to include initial cleanup and routine maintenance and upkeep of Agency-owned property identified as Block 17503, Lot 1.01, commonly known as 125 Monitor Street, and (b) such that 34-36 Center Street and 514 Communipaw Avenue are removed from the scope of the Contract; and

**WHEREAS**, the Agency desires to memorialize such changes in a Change Order #2 to Contract No. 21-10-CJ6; and

**WHEREAS**, the Initial Contract Amount as amended by Change Order #1 and Change Order #2 does not exceed the Agency's public bid threshold, nor does the sum of all change orders exceed twenty percent (20%) of the Initial Contract Amount; and

**WHEREAS**, the Agency hereby certifies it has funds available to compensate Silagy for the Services.

**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 is hereby approved (a) to include initial cleanup and routine cleanup of Agency-owned property identified as Block 17503, Lot 1.01, commonly known as 125 Monitor Street, and (b) such that 34-36 Center Street and 514 Communipaw Avenue are removed from the scope of the Contract. Except as expressly authorized herein, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

**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 other documents necessary to effectuate this Resolution, in consultation with counsel.

**Section 4.** This resolution shall take effect immediately.

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

  
Diana H. Jeffrey, Secretary

<b><u>RECORD OF COMMISSIONERS VOTE</u></b>				
<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  
ELIZABETH VASQUEZ TO ATTEND THE ANNUAL PUBLIC  
PURCHASING EDUCATIONAL FORUM**

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

**WHEREAS**, in furtherance of its redevelopment objectives, the Agency finds it necessary or desirable from time to time for its employees to attend seminars, conferences, continuing education classes and/or seminars on redevelopment-related topics; and

**WHEREAS**, the Agency wishes to authorize Elizabeth Vasquez to attend the Annual Public Purchasing Educational Forum and occurring on April 26, 2022 through April 28, 2022 in Atlantic City, New Jersey (the “Conference”) to renew her Qualified Purchasing Agent license. Attendance will include travel and overnight expenses,

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

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

**Section 2.** Elizabeth Vasquez is hereby authorized to attend the Conference.

**Section 3.** The Executive Director is hereby authorized to review, approve and process requests for reimbursement of eligible costs for transportation, overnight accommodations and meals incurred by Elizabeth Vasquez to attend the Conference, all in accordance with the travel policy set forth in the Agency’s employee manual.

**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 March 15, 2022.

  
DIANACHI 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	✓			

**INVOICES WILL NOT BE PAID UNLESS ACCOMPANIED BY VOUCHER WITH AFFIDAVIT PROPERLY EXECUTED**

ONLINE REGISTRATION AVAILABLE AT [CGS.RUTGERS.EDU](http://CGS.RUTGERS.EDU)

RUTGERS CENTER FOR GOVERNMENT SERVICES  
Rutgers Lifelong Learning Center  
3 Rutgers Plaza, 3rd Floor  
New Brunswick, NJ 08901-8559

Make checks payable to Rutgers, Center for Government Services.

### GENERAL INFORMATION

If home or employer information has changed since your last registration, check here. ☒

Last Name Vasquez

First Name Elizabeth Middle Initial M

Gender ☒ Female ☐ Male

Employer Jersey City Redevelopment Agency

Title Finance Director

#### Business Address

Street 39 Kearney Avenue

City Jersey City

State NJ ZIP 07305

#### Home Address

Street 31 E 38th Street

City Bayonne

State NJ ZIP 07002

Phone Numbers (required – check box for preferred)

☒ Mobile 201-936-0081 ☐ Home \_\_\_\_\_

☐ Business 201-761-0824 Ext. \_\_\_\_\_

E-mail Addresses (required for CONFIRMATION email)

☒ Business evasquez@jcnj.org

☐ Personal \_\_\_\_\_

### RUTGERS PUBLIC PURCHASING EDUCATION FORUM

Golden Nugget, Atlantic City

### REGISTRATION FORM

I wish to register for:

2-day Forum, 4/27 & 4/28 ☒ Fee: \$375  
Code: PP-2250-SP22-1

1-day Forum, 4/27 ☐ Fee: \$210  
Code: PP-2250-SP22-2

1-day Forum, 4/28 ☐ Fee: \$210  
Code: PP-2250-SP22-3

Pre-Forum Seminar: ☐ Fee: \$133  
Ethics 1/2 day, 4/26  
Code: PP-2220-SP22-2

### PAYMENT INFORMATION

To register with a PO complete the Registration Form and email along with a copy of the PO to [cgs@docs.rutgers.edu](mailto:cgs@docs.rutgers.edu). To register using a credit card or e-check visit [cgs.rutgers.edu](http://cgs.rutgers.edu)

In accordance with University policies, credit card information is no longer accepted on registration forms. Students paying course fees with a credit card must register on-line at: <http://cgs.rutgers.edu>. Click on the red "Register Now" button.

There is a \$25 fee for course withdrawals and/or returned checks.

**Elizabeth Vasquez**

**From:** Louis Demian <ldemian@docs.rutgers.edu>  
**Sent:** Wednesday, December 8, 2021 10:06 AM  
**To:** Louis Demian  
**Subject:** Rutgers Public Purchasing Educational Forum  
**Attachments:** Rutgers Purchasing Forum Save the Date.pdf

CAUTION: This email originated from outside our organization. Use caution when clicking links or opening attachments.

Rutgers University Center for Government Services is excited to announce  
**52nd Annual Public Purchasing Educational Forum.**

The event will take place on **April 26, 27, 28, 2022** at Golden Nugget Hotel in  
Atlantic City.

As we are working on forum agenda, we want you to save the dates on your  
calendar.

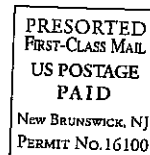
For more information about forum, as well as to register for the event, please visit  
our website in 2022.

<https://cgs.rutgers.edu/programs/publicpurchasing>

**We wish you and your family happy and safe holiday season!**

**RUTGERS**  
Continuing Studies

CENTER FOR GOVERNMENT SERVICES  
Rutgers Lifelong Learning Center  
3 Rutgers Plaza, 3rd Floor  
New Brunswick, NJ 08901



1 145

Jersey City Mra  
Purchasing Agent  
66 York Street Suite 2  
Jersey City, NJ 07302-3839

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
ACCEPTING THE ANNUAL REPORT OF AUDIT FOR 2020**

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

**WHEREAS**, the Annual Report of Audit of the Jersey City Redevelopment Agency (the "**Agency**") for the year 2020 has been filed by a Registered Municipal Accountant with the Secretary of the Agency as required by law, and a copy has been received by each member of the Agency's Board of Commissioners; and

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

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

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

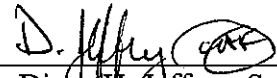
**Section 2.** The Annual Report of Audit for the year 2020 is hereby accepted.

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

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

**Section 5.** This Resolution shall take effect immediately.

**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 March 15, 2022.**

  
Diana M. 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	✓			
Hon. Denise Ridley	✓			
Hon. Daniel Rivera	✓			



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY ADOPTING THE 2021  
BUDGET FOR FISCAL YEAR JANUARY 1, 2022 TO DECEMBER 31,  
2022**

**FISCAL YEAR: FROM: January 1, 2022 TO: December 31, 2022**

**WHEREAS**, the Annual Budget for the Jersey City Redevelopment Agency for the fiscal year beginning January 1, 2022 and ending, December 31, 2022 has been presented for adoption before the governing body of the Jersey City Redevelopment Agency at its open public meeting of March 15, 2022; and

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

**WHEREAS**, the Annual Budget as presented for adoption reflects Total Revenues of \$2,635,000, Total Appropriations, including any Accumulated Deficit, if any, of \$2,642,433 and Total Unrestricted Net Position utilized of \$7,433; and

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

**NOW, THEREFORE BE IT RESOLVED**, by the governing body of the Jersey City Redevelopment Agency, at an open public meeting held on March 15, 2022 that the Annual Budget of the Jersey City Redevelopment Agency for the fiscal year beginning, January 1, 2022 and, ending, December 31, 2022 is hereby adopted and shall constitute appropriations for the purposes stated; and

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

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

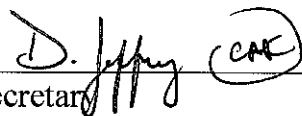
  
Diana H. Jeffrey, Secretary

<b>RECORD OF COMMISSIONERS VOTE</b>				
<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	✓			
Hon. Denise Ridley	✓			
Hon. Daniel Rivera	✓			

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that the Personnel List as of March 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 March 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	✓			
Erma D. Greene				✓
Victor Negron, Jr.	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	/			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING THE ACCOUNTS/INVOICES PAYABLE LIST  
AS OF MARCH 15, 2022**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of March 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 be March 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 March 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	✓			
Erma D. Greene				✓
Victor Negron, Jr.	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

## Jersey City Redevelopment Agency

### Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<b>21 CONTRACTING LLC</b>								
21 CONTRACTING LLC	3/15/2022	1/12/2022	Feb. 2022	Chaple Ave. / 8ft Fence Installation	\$7,970.00	\$0.00		\$7,970.00
				Totals for 21 CONTRACTING LLC: 1 invoice(s) listed.	\$7,970.00	\$0.00		\$7,970.00
<b>ADVANCED SCAFFOLD SERVICES LLC</b>								
ADVANCED SCAFFOLD SERVICES I	3/15/2022	2/15/2022	43	Scaffold Services at 84 Sip Avenue- February 2	\$1,200.00	\$0.00		\$1,200.00
				Totals for ADVANCED SCAFFOLD SERVICES LLC: 1 invoice(s) listed.	\$1,200.00	\$0.00		\$1,200.00
<b>AFLAC</b>								
AFLAC	3/15/2022	3/1/2022	March 2022	Employee Deductions per Payroll	\$898.32	\$0.00		\$898.32
				Totals for AFLAC: 1 invoice(s) listed.	\$898.32	\$0.00		\$898.32
<b>Apruzzese, McDermott, Mastro &amp; Murphy</b>								
Apruzzese, McDermott, Mastro & Murphy	3/15/2022	1/26/2022	227242	Legal Services - Internal Employment	\$630.00	\$0.00		\$630.00
				Totals for Apruzzese, McDermott, Mastro & Murphy: 1 invoice(s) listed.	\$630.00	\$0.00		\$630.00
<b>ARCHER &amp; GREINER, P.C.</b>								
ARCHER & GREINER, P.C.	3/15/2022	2/4/2022	4242487	Legal Services - 401 Whiton Street Redevelopi	\$552.50	\$0.00		\$552.50
ARCHER & GREINER, P.C.	3/15/2022	2/7/2022	4242573	Legal Services - LMD #13 Urban Renewal to I	\$25,067.60	\$0.00		\$25,067.60
ARCHER & GREINER, P.C.	3/15/2022	2/4/2022	4242497	Legal Services - 118-128 Monitor Street	\$6,663.40	\$0.00		\$6,663.40
ARCHER & GREINER, P.C.	3/15/2022	2/7/2022	4242538	Legal Services - Bates Street Redevelopment	\$13,357.50	\$0.00		\$13,357.50
				Totals for ARCHER & GREINER, P.C.: 4 invoice(s) listed.	\$45,641.00	\$0.00		\$45,641.00
<b>BEACON</b>								
BEACON	3/15/2022	1/21/2022	88-01-22	Environmental Research - E. Linden Ave. & N	\$6,640.00	\$0.00		\$6,640.00
				Totals for BEACON: 1 invoice(s) listed.	\$6,640.00	\$0.00		\$6,640.00
<b>CASH</b>								
CASH	3/15/2022	3/1/2022	Cash	Replenishment of Petty Cash	\$387.12	\$0.00		\$387.12
				Totals for CASH: 1 invoice(s) listed.	\$387.12	\$0.00		\$387.12
<b>CHRISTOPHER FIORE</b>								
CHRISTOPHER FIORE	3/15/2022	2/27/2022	INV115057940	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
CHRISTOPHER FIORE	3/15/2022	2/1/2022	02/01/2022	Expense Reimbursement - Microsoft Program	\$74.63	\$0.00		\$74.63
CHRISTOPHER FIORE	3/15/2022	2/17/2022	2/17/2022	Expense Reimbursement - Travel To MSB/Par	\$65.81	\$0.00		\$65.81
CHRISTOPHER FIORE	3/15/2022	1/30/2022	January 2022	Expense Reimbursement - MCAFEE	\$138.60	\$0.00		\$138.60
				<b>Totals for CHRISTOPHER FIORE:</b>	<b>\$370.47</b>	<b>\$0.00</b>		<b>\$370.47</b>
				4 invoice(s) listed.				
<b>COMCAST</b>								
COMCAST	3/15/2022	2/5/2022		8499 05 354 3697536 25 Journal Sq - Business Internet	\$81.22	\$0.00		\$81.22
COMCAST	3/15/2022	1/26/2022		8499 05 354 4361702 39 Kearney Avenue - Business Internet and Ca	\$1,017.87	\$0.00		\$1,017.87
				<b>Totals for COMCAST:</b>	<b>\$1,099.09</b>	<b>\$0.00</b>		<b>\$1,099.09</b>
				2 invoice(s) listed.				
<b>CRYSTAL POINT CONDOMINIUM ASSOC.</b>								
CRYSTAL POINT CONDOMINIUM A	3/15/2022	3/1/2022	Feb-22	Monthly Maintenance Fee	\$333.12	\$0.00		\$333.12
				<b>Totals for CRYSTAL POINT CONDOMINIUM ASSOC.:</b>	<b>\$333.12</b>	<b>\$0.00</b>		<b>\$333.12</b>
				1 invoice(s) listed.				
<b>DELTA STORAGE</b>								
DELTA STORAGE	3/15/2022	3/1/2022	Feb-22	Storage Unit - Size: 10x30, Unit #: 1001	\$1,300.00	\$0.00		\$1,300.00
DELTA STORAGE	3/15/2022	3/9/2022	Feb-22	Storage Unit - Size: 10x30, Unit #: 1172	\$1,072.78	\$0.00		\$1,072.78
				<b>Totals for DELTA STORAGE:</b>	<b>\$2,372.78</b>	<b>\$0.00</b>		<b>\$2,372.78</b>
				2 invoice(s) listed.				
<b>DIANA JEFFREY</b>								
DIANA JEFFREY	3/15/2022	3/1/2022	Feb. 2022	Expense Reimbursement - Travel to MSB	\$17.26	\$0.00		\$17.26
DIANA JEFFREY	3/15/2022	3/3/2022	Travel	Expense Reimbursement - Travel	\$1,952.47	\$0.00		\$1,952.47
				<b>Totals for DIANA JEFFREY:</b>	<b>\$1,969.73</b>	<b>\$0.00</b>		<b>\$1,969.73</b>
				2 invoice(s) listed.				
<b>ENGENUITY INFRASTRUCTURE, LLC</b>								
ENGENUITY INFRASTRUCTURE, L	3/15/2022	1/31/2022	SL-708	Boundary Survey Berry Lane Park	\$1,214.50	\$0.00		\$1,214.50
				<b>Totals for ENGENUITY INFRASTRUCTURE, LLC:</b>	<b>\$1,214.50</b>	<b>\$0.00</b>		<b>\$1,214.50</b>
				1 invoice(s) listed.				
<b>EVENING JOURNAL ASSOCIATION</b>								
EVENING JOURNAL ASSOCIATION	3/15/2022	2/4/2022		Legal Advertisement - RFP	\$64.30	\$0.00		\$64.30
EVENING JOURNAL ASSOCIATION	3/15/2022	1/31/2022		Legal Advertisement - Annual Notice	\$397.60	\$0.00		\$397.60
				<b>Totals for EVENING JOURNAL ASSOCIATION:</b>	<b>\$461.90</b>	<b>\$0.00</b>		<b>\$461.90</b>
				2 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
<b>FEDERAL EXPRESS</b>								
FEDERAL EXPRESS	3/15/2022	2/21/2022	7-675-26732	Delivery Services	\$246.54	\$0.00		\$246.54
				Totals for FEDERAL EXPRESS:	\$246.54	\$0.00		\$246.54
				1 invoice(s) listed.				
<b>GEI CONSULTANTS, INC.</b>								
GEI CONSULTANTS, INC.	3/15/2022	11/11/2021	3099285	Environ/ISRP Services - Summit Metals and J	\$4,943.75	\$0.00		\$4,943.75
				Totals for GEI CONSULTANTS, INC.:	\$4,943.75	\$0.00		\$4,943.75
				1 invoice(s) listed.				
<b>GLUCK WALRATH LLP</b>								
GLUCK WALRATH LLP	3/15/2022	1/28/2022	62310	Legal Services - APRA	\$192.50	\$0.00		\$192.50
GLUCK WALRATH LLP	3/15/2022	1/28/2022	62311	Legal Services - 332 Wharton Street	\$1,370.50	\$0.00		\$1,370.50
GLUCK WALRATH LLP	3/15/2022	1/28/2022	62312	Legal Services - 201 New York Ave	\$907.50	\$0.00		\$907.50
GLUCK WALRATH LLP	3/15/2022	1/28/2022	62313	Legal Services - 92-94 Stegman Street	\$55.00	\$0.00		\$55.00
GLUCK WALRATH LLP	3/15/2022	1/28/2022	62315	Legal Services - 9 Myrtle Ave	\$110.00	\$0.00		\$110.00
GLUCK WALRATH LLP	3/15/2022	1/28/2022	62316	Legal Services - 454 Palisade Avenue	\$1,540.00	\$0.00		\$1,540.00
GLUCK WALRATH LLP	3/15/2022	1/28/2022	62318	Legal Services - 185 Dwight Street	\$507.50	\$0.00		\$507.50
GLUCK WALRATH LLP	3/15/2022	1/28/2022	62314	Legal Services - 97-99 Dwight Street	\$55.00	\$0.00		\$55.00
				Totals for GLUCK WALRATH LLP:	\$4,738.00	\$0.00		\$4,738.00
				8 invoice(s) listed.				
<b>HUDSON REALTY ABSTRACT CO.</b>								
HUDSON REALTY ABSTRACT CO.	3/15/2022	2/15/2022	HR33816	Title Search - 454 Palisade Ave	\$258.00	\$0.00		\$258.00
				Totals for HUDSON REALTY ABSTRACT CO.:	\$258.00	\$0.00		\$258.00
				1 invoice(s) listed.				
<b>IN-LINE AIR CONDITIONING CO.,</b>								
IN-LINE AIR CONDITIONING CO.,	3/15/2022	1/19/2022	0000061561	HVAC & Boiler Maintenance - Loew's Jersey T	\$3,413.96	\$0.00		\$3,413.96
IN-LINE AIR CONDITIONING CO.,	3/15/2022	1/27/2022	0000061566	HVAC Maintenance -JCR Agency 292 MLK I	\$923.64	\$0.00		\$923.64
IN-LINE AIR CONDITIONING CO.,	3/15/2022	1/19/2022	0000061560	HVAC & Boiler Maintenance - Loew's Jersey T	\$13,902.53	\$0.00		\$13,902.53
				Totals for IN-LINE AIR CONDITIONING CO.,:	\$18,240.13	\$0.00		\$18,240.13
				3 invoice(s) listed.				
<b>INTEGRA REALTY RESOURCES - NORTHERN NJ</b>								
INTEGRA REALTY RESOURCES - NC	3/15/2022	1/31/2022	204-2021-0627	Appraisal Services - 9 Myrtle Ave.	\$5,300.00	\$0.00		\$5,300.00
				Totals for INTEGRA REALTY RESOURCES - NORTHERN NJ:	\$5,300.00	\$0.00		\$5,300.00
				1 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
JC MUNICIPAL UTILITIES AUTHORITY	3/15/2022	2/15/2022	30309320562951	Water & Sewer - 25 Journal Sq 303093205625	\$281.98	\$0.00		\$281.98
Totals for JC MUNICIPAL UTILITIES AUTHORITY: 1 invoice(s) listed.					\$281.98	\$0.00		\$281.98
<b>KINNEY LISOVICZ REILLY &amp; WOLFF PC</b>								
KINNEY LISOVICZ REILLY & WOLF	3/15/2022	2/3/2022	24122	Legal Services - Employment Law Issues	\$385.00	\$0.00		\$385.00
KINNEY LISOVICZ REILLY & WOLF	3/15/2022	2/3/2022	24123	Legal Services - JCRA v Crazy Greek	\$2,992.50	\$0.00		\$2,992.50
KINNEY LISOVICZ REILLY & WOLF	3/15/2022	2/3/2022	24124	Legal Services - JCRA v JC Capital Fund	\$35.00	\$0.00		\$35.00
KINNEY LISOVICZ REILLY & WOLF	3/15/2022	2/3/2022	24125	Legal Services - JCRA v Urban League	\$1,102.50	\$0.00		\$1,102.50
KINNEY LISOVICZ REILLY & WOLF	3/15/2022	2/3/2022	24126	Legal Services - Insurance Issues	\$1,207.50	\$0.00		\$1,207.50
KINNEY LISOVICZ REILLY & WOLF	3/15/2022	2/3/2022	24127	Legal Services - 665 Ocean - Kevin Baskin	\$2,627.00	\$0.00		\$2,627.00
KINNEY LISOVICZ REILLY & WOLF	3/15/2022	2/3/2022	24128	Legal Services - B.I.E.S.C. Housing Group	\$175.00	\$0.00		\$175.00
KINNEY LISOVICZ REILLY & WOLF	3/15/2022	2/3/2022	24129	Legal Services - 418 MLK/Mfigurel Velez	\$577.50	\$0.00		\$577.50
Totals for KINNEY LISOVICZ REILLY & WOLFF PC: 8 invoice(s) listed.					\$9,102.00	\$0.00		\$9,102.00
<b>MATRIX NEW WORLD ENGINEERING PC</b>								
MATRIX NEW WORLD ENGINEERING	3/15/2022	12/21/2021	3404	Boundary Survey - 174 Newark Ave	\$4,600.00	\$0.00		\$4,600.00
Totals for MATRIX NEW WORLD ENGINEERING PC: 1 invoice(s) listed.					\$4,600.00	\$0.00		\$4,600.00
<b>MCMANIMON, SCOTLAND &amp; BAUMANN, LLC</b>								
MCMANIMON, SCOTLAND & BAU	3/15/2022	1/21/2022	187437	REVISED: Legal Services - 408-420 Commun	\$1,680.00	\$0.00		\$1,680.00
MCMANIMON, SCOTLAND & BAU	3/15/2022	4/20/2021	180913	REVISED: Legal Services - XRC Urban Ren	\$2,340.00	\$0.00		\$2,340.00
MCMANIMON, SCOTLAND & BAU	3/15/2022	1/21/2022	187810	Legal Services - XRC Renewal Matter	\$2,696.00	\$0.00		\$2,696.00
MCMANIMON, SCOTLAND & BAU	3/15/2022	3/1/2021	170172	Legal Services - PPG	\$227.50	\$0.00		\$227.50
MCMANIMON, SCOTLAND & BAU	3/15/2022	3/1/2021	168627	Legal Services - Grand Jersey	\$462.04	\$0.00		\$462.04
MCMANIMON, SCOTLAND & BAU	3/15/2022	7/28/2021	183221	Legal Services - Grand Jersey Tidelands	\$1,610.00	\$0.00		\$1,610.00
MCMANIMON, SCOTLAND & BAU	3/15/2022	11/15/2021	186109	Legal Services - PPG	\$1,767.04	\$0.00		\$1,767.04
MCMANIMON, SCOTLAND & BAU	3/15/2022	1/5/2022	186765	REVISED: Legal Services - Halpern 49 Fisk	\$124.00	\$0.00		\$124.00
Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC: 8 invoice(s) listed.					\$10,906.58	\$0.00		\$10,906.58
<b>METLIFE</b>								
METLIFE	3/15/2022	3/1/2022	April 2022	Employer I.D. #03639 - Deferred Salary Per P	\$575.00	\$0.00		\$575.00
METLIFE	3/15/2022	3/1/2022	April 2022	Employer I.D. #03639 - Deferred Salary Per P	\$575.00	\$0.00		\$575.00
Totals for METLIFE: 2 invoice(s) listed.					\$1,150.00	\$0.00		\$1,150.00
<b>NJ ADVANCE MEDIA, LLC</b>								
NJ ADVANCE MEDIA, LLC	3/15/2022	1/4/2022	2830745	Legal Advertisement - Annual Notice 2022	\$334.90	\$0.00		\$334.90
NJ ADVANCE MEDIA, LLC	3/15/2022	1/21/2022	2830746	Legal Advertisement - Annual Notice 2022	\$249.55	\$0.00		\$249.55

# 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
<b>PITNEY BOWES CREDIT CORPORATO</b>								
PITNEY BOWES CREDIT CORPORAT	3/15/2022	12/31/2021	0010758783	Meter Usage / Printer	\$126.00	\$0.00		\$126.00
Totals for PITNEY BOWES CREDIT CORPORATO:					\$126.00	\$0.00		\$126.00
1 invoice(s) listed.								
<b>PUBLIC SERVICE ELECTRIC &amp; GAS</b>								
PUBLIC SERVICE ELECTRIC & GAS	3/15/2022	2/14/2022	4279703118	Gas & Electric - 25 Journal Square	\$3,663.90	\$0.00		\$3,663.90
PUBLIC SERVICE ELECTRIC & GAS	3/15/2022	2/18/2022	72-357-631-08	Gas & Electric - 292 MLK Dr - Floor 1	\$46.77	\$0.00		\$46.77
PUBLIC SERVICE ELECTRIC & GAS	3/15/2022	2/18/2022	72-357-632-05	Gas & Electric - 292 MLK Dr - Floor 2	\$43.41	\$0.00		\$43.41
PUBLIC SERVICE ELECTRIC & GAS	3/15/2022	2/18/2022	72-729-979-07	Gas & Electric - 665 Ocean Avenue -Office A	\$77.42	\$0.00		\$77.42
PUBLIC SERVICE ELECTRIC & GAS	3/15/2022	2/17/2022	72-729-980-08	Gas & Electric - 665 Ocean Avenue - Office B	\$424.86	\$0.00		\$424.86
PUBLIC SERVICE ELECTRIC & GAS	3/15/2022	2/17/2022	70-455-651-00	Gas & Electric - 405 Ocean Ave - HSE	\$9.94	\$0.00		\$9.94
PUBLIC SERVICE ELECTRIC & GAS	3/15/2022	2/18/2022	72-729-971-09	Gas & Electric - 665 Ocean Avenue - Apt. 2A	\$122.85	\$0.00		\$122.85
PUBLIC SERVICE ELECTRIC & GAS	3/15/2022	2/18/2022	72-729-972-06	Gas & Electric - 665 Ocean Avenue - Apt. 2B	\$80.19	\$0.00		\$80.19
PUBLIC SERVICE ELECTRIC & GAS	3/15/2022	2/18/2022	72-729-973-03	Gas & Electric - 665 Ocean Avenue - Apt. 2C	\$57.59	\$0.00		\$57.59
PUBLIC SERVICE ELECTRIC & GAS	3/15/2022	2/18/2022	72-729-974-00	Gas & Electric - 665 Ocean Avenue - Apt. 2D	\$62.37	\$0.00		\$62.37
PUBLIC SERVICE ELECTRIC & GAS	3/15/2022	2/18/2022	72-729-975-08	Gas & Electric - 665 Ocean Avenue - Apt. 3A	\$67.08	\$0.00		\$67.08
PUBLIC SERVICE ELECTRIC & GAS	3/15/2022	2/18/2022	72-729-976-05	Gas & Electric - 665 Ocean Avenue - Apt. 3B	\$51.54	\$0.00		\$51.54
PUBLIC SERVICE ELECTRIC & GAS	3/15/2022	2/18/2022	72-729-977-02	Gas & Electric - 665 Ocean Avenue - Apt. 3C	\$55.82	\$0.00		\$55.82
PUBLIC SERVICE ELECTRIC & GAS	3/15/2022	2/18/2022	72-729-978-18	Gas & Electric - 665 Ocean Avenue - Apt. 3D	\$35.77	\$0.00		\$35.77
PUBLIC SERVICE ELECTRIC & GAS	3/15/2022	2/22/2022	75-202-754-18	Gas & Electric - 1 Berry Ln Fld HSE 2	\$480.40	\$0.00		\$480.40
PUBLIC SERVICE ELECTRIC & GAS	3/15/2022	2/18/2022	72-729-965-01	Gas & Electric - 665 Ocean Avenue - HSE	\$196.64	\$0.00		\$196.64
PUBLIC SERVICE ELECTRIC & GAS	3/15/2022	2/22/2022	75-481-965-04	Gas & Electric - 51 Crescent Avenue - Fl 1	\$12.66	\$0.00		\$12.66
PUBLIC SERVICE ELECTRIC & GAS	3/15/2022	2/22/2022	75-491-378-03	Gas & Electric - 51 Crescent Avenue - Fl 2	\$10.21	\$0.00		\$10.21
Totals for PUBLIC SERVICE ELECTRIC & GAS:					\$5,499.42	\$0.00		\$5,499.42
18 invoice(s) listed.								
<b>RAMON PONCE</b>								
RAMON PONCE	3/15/2022	2/14/2022	2402835	Employee Reimbursement - Self Eyewear	\$91.85	\$0.00		\$91.85
Totals for RAMON PONCE:					\$91.85	\$0.00		\$91.85
1 invoice(s) listed.								
<b>RUTGERS UNIVERSITY</b>								
RUTGERS UNIVERSITY	3/15/2022	2/14/2022	Spring 2022	Registration - 2022 - FM-21110-SP22-1-FM-21	\$450.00	\$0.00		\$450.00
RUTGERS UNIVERSITY	3/15/2022	3/1/2022	Spring 2022	Spring 2022 Purchasing Conference - April 2	\$375.00	\$0.00		\$375.00
Totals for RUTGERS UNIVERSITY:					\$825.00	\$0.00		\$825.00
2 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
Silagy Contracting, LLC.	3/15/2022	1/31/2022	12193-1	Lawn Maintenance & Trash Removal- 185 Dn	\$170.00	\$0.00		\$170.00
Silagy Contracting, LLC.	3/15/2022	1/31/2022	12193-2	Lawn Maintenance & Trash Removal- 204 St	\$270.00	\$0.00		\$270.00
Silagy Contracting, LLC.	3/15/2022	1/31/2022	12193-3	Lawn Maintenance & Trash Removal- 284 MI	\$320.00	\$0.00		\$320.00
Silagy Contracting, LLC.	3/15/2022	1/31/2022	12193-4	Lawn Maintenance & Trash Removal- 292 MI	\$360.00	\$0.00		\$360.00
Silagy Contracting, LLC.	3/15/2022	1/31/2022	12193-6	Lawn Maintenance & Trash Removal- 326-3	\$480.00	\$0.00		\$480.00
Silagy Contracting, LLC.	3/15/2022	1/31/2022	12193-7	Lawn Maintenance & Trash Removal- 408-4	\$340.00	\$0.00		\$340.00
Silagy Contracting, LLC.	3/15/2022	1/31/2022	12193-8	Lawn Maintenance & Trash Removal- 199 Wc	\$190.00	\$0.00		\$190.00
Silagy Contracting, LLC.	3/15/2022	1/31/2022	12193-10	Lawn Maintenance & Trash Removal- 665 Oc	\$240.00	\$0.00		\$240.00
Silagy Contracting, LLC.	3/15/2022	1/31/2022	12193-11	Lawn Maintenance & Trash Removal - 51 Cr	\$180.00	\$0.00		\$180.00
Silagy Contracting, LLC.	3/15/2022	1/31/2022	12193-12	Lawn Maintenance & Trash Removal - Manil	\$350.00	\$0.00		\$350.00
Silagy Contracting, LLC.	3/15/2022	1/31/2022	12193-13	Lawn Maintenance & Trash Removal - 550 J	\$760.00	\$0.00		\$760.00
Silagy Contracting, LLC.	3/15/2022	1/31/2022	12193-14	Lawn Maintenance & Trash Removal - 84 Sip	\$200.00	\$0.00		\$200.00
Silagy Contracting, LLC.	3/15/2022	1/31/2022	12193-16	Lawn Maintenance & Trash Removal - 174-1	\$650.00	\$0.00		\$650.00
Silagy Contracting, LLC.	3/15/2022	1/31/2022	12193-21	Lawn Maintenance & Trash Removal - 514 Co	\$400.00	\$0.00		\$400.00
Silagy Contracting, LLC.	3/15/2022	1/31/2022	12193-22	Lawn Maintenance & Trash Removal - 558 C	\$280.00	\$0.00		\$280.00
Silagy Contracting, LLC.	3/15/2022	1/31/2022	12193-23	Lawn Maintenance & Trash Removal - 612-6	\$490.00	\$0.00		\$490.00
Silagy Contracting, LLC.	3/15/2022	2/3/2022	12321	Saltng & Snow Removal Services/De- Icing	\$1,040.00	\$0.00		\$1,040.00
Silagy Contracting, LLC.	3/15/2022	2/3/2022	12322	Saltng & Snow Removal Services/De- Icing	\$500.00	\$0.00		\$500.00
Silagy Contracting, LLC.	3/15/2022	2/10/2022	12362	Saltng & Snow Removal Services/De- Icing	\$2,870.00	\$0.00		\$2,870.00
Silagy Contracting, LLC.	3/15/2022	2/17/2022	12363	Saltng & Snow Removal Services/De- Icing	\$2,870.00	\$0.00		\$2,870.00
Silagy Contracting, LLC.	3/15/2022	2/1/2022	12268	Saltng & Snow Removal Services/De- Icing	\$3,030.00	\$0.00		\$3,030.00
Silagy Contracting, LLC.	3/15/2022	2/1/2022	12269	Saltng & Snow Removal Services/De- Icing	\$7,080.00	\$0.00		\$7,080.00
Silagy Contracting, LLC.	3/15/2022	1/31/2022	12193-5	Lawn Maintenance & Trash Removal- 314 MI	\$320.00	\$0.00		\$320.00
Silagy Contracting, LLC.	3/15/2022	1/31/2022	12193-9	Lawn Maintenance & Trash Removal- 405-4	\$170.00	\$0.00		\$170.00
Silagy Contracting, LLC.	3/15/2022	1/31/2022	12193-15	Lawn Maintenance & Trash Removal - 80 Ba	\$360.00	\$0.00		\$360.00
Silagy Contracting, LLC.	3/15/2022	1/31/2022	12193-17	Lawn Maintenance & Trash Removal - 34-361	\$170.00	\$0.00		\$170.00
Silagy Contracting, LLC.	3/15/2022	1/31/2022	12193-18	Lawn Maintenance & Trash Removal - 336-3	\$480.00	\$0.00		\$480.00
Silagy Contracting, LLC.	3/15/2022	1/31/2022	12193-19	Lawn Maintenance & Trash Removal - 1054 C	\$200.00	\$0.00		\$200.00
Silagy Contracting, LLC.	3/15/2022	1/31/2022	12193-20	Lawn Maintenance & Trash Removal -John	\$760.00	\$0.00		\$760.00
Silagy Contracting, LLC.	3/15/2022	2/17/2022	12364	Saltng & Snow Removal Services/De- Icing	\$2,870.00	\$0.00		\$2,870.00
Totals for Silagy Contracting, LLC.: 30 invoice(s) listed.					\$28,400.00	\$0.00		\$28,400.00
<b>STAPLES CREDIT PLAN</b>								
STAPLES CREDIT PLAN	3/15/2022	2/4/2022	Feb. 2022	Office Supplies	\$547.32	\$0.00		\$547.32
Totals for STAPLES CREDIT PLAN: 1 invoice(s) listed.					\$547.32	\$0.00		\$547.32
<b>T&amp;M ASSOCIATES</b>								
T&M ASSOCIATES	3/15/2022	2/14/2022	LAF419214	Engineering Services- Morris Greenway Coun	\$6,918.25	\$0.00		\$6,918.25
Totals for T&M ASSOCIATES: 1 invoice(s) listed.					\$6,918.25	\$0.00		\$6,918.25

# Jersey City Redevelopment Agency Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
UNITED WAY OF HUDSON COUNTY								
UNITED WAY OF HUDSON COUNT	3/15/2022	2/8/2022	January 2022	Case/Property Mngt Services at 665 Ocean A	\$4,791.67	\$0.00		\$4,791.67
Totals for UNITED WAY OF HUDSON COUNTY: 1 invoice(s) listed.					\$4,791.67	\$0.00		\$4,791.67
VERIZON ENGINEERING								
VERIZON ENGINEERING	3/15/2022	1/23/2022	9898068919	Agency Cell Phone Bill -January 2022	\$184.21	\$0.00		\$184.21
Totals for VERIZON ENGINEERING: 1 invoice(s) listed.					\$184.21	\$0.00		\$184.21
W. B. MASON CO., INC.								
W. B. MASON CO., INC.	3/15/2022	2/2/2022	STMT44053570	Office Supplies	\$271.39	\$0.00		\$271.39
W. B. MASON CO., INC.	3/15/2022	2/16/2022	227573960	Office Supplies	\$79.17	\$0.00		\$79.17
W. B. MASON CO., INC.	3/15/2022	2/2/2022	227212393	Office Supplies	\$93.05	\$0.00		\$93.05
W. B. MASON CO., INC.	3/15/2022	2/10/2022	227429762	Office Supplies	\$352.84	\$0.00		\$352.84
Totals for W. B. MASON CO., INC.: 4 invoice(s) listed.					\$796.45	\$0.00		\$796.45
Washington Commons Condominium								
Washington Commons Condominium	3/15/2022	2/23/2022	9800931561	Monthly Maintenance Fee #2A	\$12,121.34	\$0.00		\$12,121.34
Washington Commons Condominium	3/15/2022	3/1/2022	09800931561-March	Monthly Maintenance Fee- #2A March 2022	\$840.26	\$0.00		\$840.26
Washington Commons Condominium	3/15/2022	2/23/2022	098-0093-1574	Monthly Maintenance Fee #2B	\$9,253.92	\$0.00		\$9,253.92
Washington Commons Condominium	3/15/2022	3/1/2022	098-0093-1574-March 2022	Monthly Maintenance Fee # 2B March 2022	\$950.28	\$0.00		\$950.28
Washington Commons Condominium	3/15/2022	2/23/2022	098-0093-1587	Monthly Maintenance Fee #2C	\$9,206.35	\$0.00		\$9,206.35
Washington Commons Condominium	3/15/2022	3/1/2022	098-0093-1587	Monthly Maintenance Fee #2C	\$871.97	\$0.00		\$871.97
Washington Commons Condominium	3/15/2022	2/23/2022	098-0093-1590	Monthly Maintenance Fee #2D	\$11,957.34	\$0.00		\$11,957.34
Washington Commons Condominium	3/15/2022	3/1/2022	098-0093-1590	Monthly Maintenance Fee #2D- March 2022	\$906.39	\$0.00		\$906.39
Washington Commons Condominium	3/15/2022	2/23/2022	098-0093-1626	Monthly Maintenance Fee #2G	\$18,030.57	\$0.00		\$18,030.57
Washington Commons Condominium	3/15/2022	3/1/2022	098-0093-1626	Monthly Maintenance Fee #2G- March 2022	\$888.83	\$0.00		\$888.83
Totals for Washington Commons Condominium: 10 invoice(s) listed.					\$65,027.25	\$0.00		\$65,027.25
Wielkocz & Company, LLC.								
Wielkocz & Company, LLC.	3/15/2022	2/1/2022	21-00085-02013	CFO Accounting Services Rendered	\$7,500.00	\$0.00		\$7,500.00
Wielkocz & Company, LLC.	3/15/2022	2/3/2022	22-00085-02085	CFO Accounting Services Rendered	\$1,200.00	\$0.00		\$1,200.00
Wielkocz & Company, LLC.	3/15/2022	3/1/2022	22-00085-02162	CFO Accounting Services Rendered-March	\$7,500.00	\$0.00		\$7,500.00
Wielkocz & Company, LLC.	3/15/2022	3/7/2022	22-00085-02188	CFO Accounting Services Rendered - Addit	\$2,400.00	\$0.00		\$2,400.00
Totals for Wielkocz & Company, LLC.: 4 invoice(s) listed.					\$18,600.00	\$0.00		\$18,600.00

**XEROX CORPORATION**

# Jersey City Redevelopment Agency Cash Requirements Report

XEROX CORPORATION	3/15/2022	3/1/2022	Feb. 2022	Meter Usage / Printer	\$191.27	\$0.00	\$191.27
				Totals for XEROX CORPORATION:	\$191.27	\$0.00	\$191.27
				1 invoice(s) listed.			
				GRAND TOTALS:	\$263,538.15	\$0.00	\$263,538.15

# Jersey City Redevelopment Agency Cash Requirements Report

Report name: Invoice Due Today  
Show invoices open as of today  
Do not include invoices scheduled to be generated  
Calculate discounts as of today  
Include all invoice dates  
Include all post dates  
Include these due dates: Next week (3/13/2022 to 3/19/2022)  
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**  
**PATHSIDE - PROVIDENT BANK CHECKING**

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<b>BUREA BAILLET</b>								
BUREA BAILLET	3/15/2022	10/31/2021	BBA/21-225	Review & Modification of the French Transla	\$5,518.45	\$0.00		\$5,518.45
BUREA BAILLET	3/15/2022	12/31/2021	BBA/21-256	Review & Modification of the French Transla	\$3,026.24	\$0.00		\$3,026.24
BUREA BAILLET	3/15/2022	1/31/2022	BBA/22-012	Review & Modification of the French Transla	\$1,958.16	\$0.00		\$1,958.16
				<i>Totals for BUREA BAILLET:</i>	<u>\$10,502.85</u>	<u>\$0.00</u>		<u>\$10,502.85</u>
				<b>GRAND TOTALS:</b>	<b>\$10,502.85</b>	<b>\$0.00</b>		<b>\$10,502.85</b>

**Jersey City Redevelopment Agency**  
**Cash Requirements Report**  
**PATHSIDE - PROVIDENT BANK CHECKING**

Report name: Pathside  
Show invoices open as of today  
Do not include invoices scheduled to be generated  
Calculate discounts as of today  
Include all invoice dates  
Include all post dates  
Include these due dates: Next week (3/13/2022 to 3/19/2022)  
Include all Post Statuses  
Include all Invoices  
Include all Vendors  
Include these Banks: Provident - Pathside  
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
<b>CME ASSOCIATES</b>								
CME ASSOCIATES	3/15/2022	1/31/2022	0298034	Engineering Services - Bayfront Redevelopment	\$58,841.75	\$0.00		\$58,841.75
				Totals for CME ASSOCIATES:	\$58,841.75	\$0.00		\$58,841.75
<b>JOSEPH M. SANZARI, INC.</b>								
JOSEPH M. SANZARI, INC.	3/15/2022	2/23/2022	Payment #9	Construction - Bayfront Redevelopment- Phase	\$228,459.46	\$0.00		\$228,459.46
				Totals for JOSEPH M. SANZARI, INC.:	\$228,459.46	\$0.00		\$228,459.46
<b>NW FINANCIAL GROUP, LLC</b>								
NW FINANCIAL GROUP, LLC	3/15/2022	9/30/2021	28437	Financial Advisory - Bayfront Redevelopment	\$4,657.50	\$0.00		\$4,657.50
NW FINANCIAL GROUP, LLC	3/15/2022	12/31/2021	28681	Financial Advisory - Bayfront Redevelopment	\$2,530.00	\$0.00		\$2,530.00
				Totals for NW FINANCIAL GROUP, LLC:	\$7,187.50	\$0.00		\$7,187.50
<b>Perkins Eastman Architects DPC</b>								
Perkins Eastman Architects DPC	3/15/2022	2/7/2022	77961.00-0-9	Architectural Services - Bayfront Redevelopment	\$55,566.50	\$0.00		\$55,566.50
Perkins Eastman Architects DPC	3/15/2022	1/11/2022	77961.00-0-8	Architectural Services - Bayfront Redevelopment	\$7,900.00	\$0.00		\$7,900.00
Perkins Eastman Architects DPC	3/15/2022	1/12/2022	77960.03-0-6	Architectural Services - Bayfront Redevelopment	\$1,744.00	\$0.00		\$1,744.00
				Totals for Perkins Eastman Architects DPC:	\$65,210.50	\$0.00		\$65,210.50
<b>POTOMAC-HUDSON ENVIRONMENTAL I</b>								
POTOMAC-HUDSON ENVIRONMENTAL I	3/15/2022	2/4/2022	22,627.23	Environmental Services - Bayfront	\$11,014.32	\$0.00		\$11,014.32
				Totals for POTOMAC-HUDSON ENVIRONMENTAL I:	\$11,014.32	\$0.00		\$11,014.32
<b>Stock Development Group, Inc.</b>								
Stock Development Group, Inc.	3/15/2022	1/24/2022	E-236	Monthly Management Services - Bayfront 12	\$2,500.00	\$0.00		\$2,500.00
Stock Development Group, Inc.	3/15/2022	1/24/2022	E-235	Monthly Management Services - Bayfront 11	\$1,875.00	\$0.00		\$1,875.00
Stock Development Group, Inc.	3/15/2022	1/24/2022	E-234	Monthly Management Services - Bayfront 10	\$1,625.00	\$0.00		\$1,625.00
Stock Development Group, Inc.	3/15/2022	1/24/2022	E-233	Monthly Management Services - Bayfront 9/	\$1,875.00	\$0.00		\$1,875.00
				Totals for Stock Development Group, Inc.:	\$7,875.00	\$0.00		\$7,875.00
<b>TREASURER - STATE OF NEW JERSEY</b>								
TREASURER - STATE OF NEW JER	3/15/2022	10/24/2021	220007200	Annual Site Remediation Fee/ Bayfront Home	\$3,260.00	\$0.00		\$3,260.00
				Totals for TREASURER - STATE OF NEW JERSEY:	\$3,260.00	\$0.00		\$3,260.00
<b>Wielkoiz &amp; Company, LLC.</b>								
Wielkoiz & Company, LLC.	3/15/2022	3/7/2022	22-00085-02189	CFO Accounting Services Rendered - Bayfr	\$800.00	\$0.00		\$800.00
Wielkoiz & Company, LLC.	3/15/2022	2/3/2022	22-00085-02086	CFO Accounting Services Rendered - Bayfr	\$3,200.00	\$0.00		\$3,200.00
				Totals for Wielkoiz & Company, LLC.:	\$4,000.00	\$0.00		\$4,000.00
				<b>GRAND TOTALS:</b>	\$385,848.53	\$0.00		\$385,848.53

**Jersey City Redevelopment Agency**  
**Cash Requirements Report**  
**INVESTORS BANK**

Report name: Invoice Due Today-INVESTORS  
Show invoices open as of today  
Do not include invoices scheduled to be generated  
Calculate discounts as of today  
Include all invoice dates  
Include all post dates  
Include these due dates: Next week (3/13/2022 to 3/19/2022)  
Include all Post Statuses  
Include all Invoices  
Include all Vendors  
Include these Banks: Investors - Bayfront  
Include all Invoice Attributes  
Include all Vendor Attributes



# Jersey City Redevelopment Agency

## Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
MARIA E. AGUILAR-AMBROSSI								
MARIA E. AGUILAR-AMBROSSI	2/16/2022	1/6/2022	December 2021	Dental Reimbursement - Dependent	\$449.00	\$0.00		\$449.00
				Totals for MARIA E. AGUILAR-AMBROSSI:	\$449.00	\$0.00		\$449.00
				1 invoice(s) listed.				
GRAND TOTALS:					\$449.00	\$0.00		\$449.00

## Jersey City Redevelopment Agency Cash Requirements Report

Report name: Invoice Due Today  
Show invoices open as of today  
Do not include invoices scheduled to be generated  
Calculate discounts as of today  
Include all invoice dates  
Include all post dates  
Include these due dates: Today (2/16/2022)  
Include all Post Statuses  
Include all Invoices  
Include all Vendors  
Include these Banks: Provident Checking  
Include all Invoice Attributes  
Include all Vendor Attributes

Regular Meeting  
March 15, 2022

**A G E N D A**

**Laurel Saddlewood Redevelopment Area** - Informing the Board of Commissioners that The Jersey City Redevelopment Agency (the “Agency”) and LMC Laurel-Saddlewood Holdings, LLC (the “Redeveloper”) executed that certain Redevelopment Agreement dated May 26, 2021, as amended by that certain First Amendment to the Redevelopment Agreement dated August 23, 2021 and that certain Second Amendment to the Redevelopment Agreement dated December 28, 2021 (collectively, the “Redevelopment Agreement”). Pursuant to Section 11.02 of the Redevelopment Agreement, the Redeveloper was required to execute a competitive bidding process agreement and provide a copy of same to the Agency within 90 days of the effective date of the Redevelopment Agreement. The deadline to satisfy the requirements of Section 11.02 was extended twice, first to December 31, 2021 and then to March 1, 2022. Section 11.02 of the Redevelopment Agreement further states that if such requirement is not satisfied by the deadline, then the Redevelopment Agreement shall terminate. The conditions of Section 11.02 were not satisfied by the deadline. By its terms, the Redevelopment Agreement automatically terminated as of March 1, 2022. Accordingly, on March 11, 2022, the Redeveloper provided notice to the Agency acknowledging that the Redevelopment Agreement and Redeveloper’s designation as redeveloper of the Property are terminated pursuant to Section 11.02.