

**RESOLUTION OF THE BOARD OF  
COMMISSIONERS OF THE JERSEY CITY  
REDEVELOPMENT AGENCY APPROVING THE  
MINUTES OF THE REGULAR REMOTE PUBLIC  
MEETING OF MARCH 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.

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated April 19, 2022

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING THE MINUTES OF EXECUTIVE  
SESSIONS OF THE REMOTE PUBLIC MEETINGS OF  
MARCH 15, 2022**


**WHEREAS**, the Board of Commissioners approved going into closed session at their meetings of March 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 Meetings be approved as presented.

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their meeting dated April 19, 2022

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE RENEWAL OF THE PROFESSIONAL SERVICES CONTRACT NO. 22-04-JL1 WITH NW FINANCIAL GROUP, LLC FOR REDEVELOPMENT FINANCIAL CONSULTANT SERVICES IN ALL PROJECT AREAS**

**WHEREAS**, the Jersey City Redevelopment Agency (the “Agency”), a public body corporate and politic of the State of New Jersey, is authorized pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the “LPCL”) to enter into contracts as deemed necessary for the efficient operation of the Agency; and

**WHEREAS**, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, the Agency requires the services of an experienced financial consultant in connection with redevelopment projects throughout the City of Jersey City to provide financial services including but not limited to cost and benefit analyses of complex financial matters, preparation of financial reports, provision of financial solutions to promote the success of redevelopment projects, and rendering of services in connection with the sale of bonds and notes (the “Financial Services”); and

**WHEREAS**, pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, the Agency previously engaged NW Financial Group, LLC (“NW Financial”) to perform the Financial Services as authorized on May 18, 2021 by Resolution No. 21-05-3; 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, NW Financial submitted an updated proposal to the Agency (the “Proposal”) detailing its qualifications and rates to render the Financial Services; and

**WHEREAS**, NW Financial possesses the skills and expertise to perform the Financial Services; and

**WHEREAS**, the Agency wishes to enter into a contract with NW Financial to provide the Financial Services as set forth in the Proposal, which amounts shall not exceed Fifteen Thousand Dollars (\$15,000.00) for Financial Services provided on projects other than the sale of bonds or notes, and shall not exceed \$1/\$1,000 (with a minimum of \$15,000) plus reasonable out of pocket expenses for the issuance of bonds or notes, for a term to expire no later than one (1) year after the effective date of the contract; and

**WHEREAS**, NW Financial has completed and submitted a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the City in the previous year, and acknowledges that the Contract will prohibit NW Financial from making any reportable contributions through the term of the Contract; and

**WHEREAS**, the Agency certifies that it has funds available for the costs of the Financial 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:

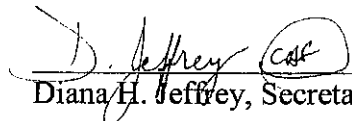
**Section 1.** The recitals hereto are hereby incorporated herein as if set forth at length.

**Section 2.** The Board of Commissioners hereby awards a contract to NW Financial for the performance of certain Financial Services as set forth in the Proposal for a total contract amount not to exceed Fifteen Thousand Dollars (\$15,000.00) for Financial Services provided on projects other than the sale of bonds or notes, and an amount not to exceed \$1/\$1,000 (with a minimum of \$15,000) plus reasonable out of pocket expenses for the issuance of bonds or notes, 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.

**Section 3.** The Chairman, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute the professional services agreement authorized herein, together with such additions, deletions and/or modifications as may be deemed necessary, 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 true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of April 19, 2022.**

  
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	✓			



**PROPOSAL TO PROVIDE  
REDEVELOPMENT FINANCIAL CONSULTANT SERVICES  
TO THE  
JERSEY CITY  
REDEVELOPMENT AGENCY**

**MARCH 3, 2022**

**SUBMITTED BY:**



**NW FINANCIAL GROUP, LLC**  
*Exceeding Expectations*

**2 HUDSON PLACE, 3RD FL • HOBOKEN, NJ 07030 • 201.656.0115(T) • 201.656.4905(F)**



**NW FINANCIAL GROUP, LLC**  
*Exceeding Expectations*

2 Hudson Place, 3<sup>rd</sup> Fl.  
Hoboken, NJ 07030

Tel (201) 656-0115  
Fax (201) 656-4905  
[www.nwfinancial.com](http://www.nwfinancial.com)

March 3, 2022

Mr. Christopher Fiore  
Assistant Executive Director  
Jersey City Redevelopment Agency  
66 York Street  
Jersey City, NJ 07302  
[FioreC@jcnj.org](mailto:FioreC@jcnj.org)

**Re: Proposal to Provide Redevelopment Financial Consultant Services**

Dear Mr. Fiore:

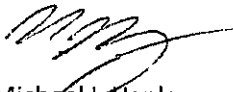
NW Financial Group, LLC ("NW Financial") is grateful to the Jersey City Redevelopment Agency (the "Agency"), for this opportunity to present our qualifications to provide Redevelopment Financial Consultant Services to the Agency. As our qualifications will demonstrate, NW Financial is uniquely qualified to assist the Agency in successfully achieving its financing needs.

- NW Financial is certified as a Small Business Enterprise ("SBE") and is an Independent Registered Municipal Advisor ("IRMA") registered with the Securities Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB").
- NW Financial's extensive experience providing financial advisory and consulting services to local governments in the State of New Jersey is unrivaled. With this experience comes knowledge and understanding of the issues related to development and redevelopment. NW Financial has advised many clients on redevelopment implementation on hundreds of projects that include public-private partnerships, market-rate residential projects, commercial redevelopment, and affordable housing. We have provided economic impact analyses and fiscal impact analyses for new development projects in many municipalities.
- We recognize that economic development and growth is a key issue for every municipality in New Jersey. Our seasoned professionals have produced hundreds of fiscal impact analyses for our clients on a wide variety of assignments. NW Financial has structured innovative financing solutions for our clients, including Redevelopment Area Bonds. Some recent redevelopment projects in which our staff has been involved include the City of Jersey City's Journal Squared Project, Newark's Teacher's Village, and the Modern in Fort Lee. In addition, NW Financial professionals have a long history of working in Hudson County. NW Financial professionals have served as financial advisor or underwriter on 312 transactions with over \$9.3 billion in issuances within Hudson County since 1998.
- Further, it is important for the Agency to consider the quality of the professionals who will be assigned to work with them and their representatives. The Agency will be assigned a senior team with decades of experience and with similar clients throughout the state. I have spent a large part of my time consulting on billions of dollars of redevelopment projects to New Jersey municipalities. I have been an innovative in the public finance community, leading several unique transactions including over 20 Forward Options, Cinderella Bonds, Redevelopment Area Bonds and the first competitive Convertible Capital Appreciation Bond sale in the country. In addition to managing the NW Financial team, I will also serve as the day-to-day contact for the Agency.

We hope this proposal will convince you of the quality of service and depth of expertise NW Financial is prepared to continue to offer the Agency. We look forward to continuing our professional relationship. If you have any questions regarding the attached proposal, please do not hesitate to call me.

Thank you again for inviting us to propose.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael J. Hanley", written over a horizontal line.

Michael J. Hanley  
Principal

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### ***Appendices***

#### **APPENDIX A. REQUIRED DOCUMENTS**



## 1. COMPANY PROFILE

NW Financial Group is a limited liability corporation ("LLC") and is incorporated in the State of New Jersey on June 26, 1996. We are registered with the Securities Exchange Commission and the Municipal Securities Rulemaking Board as an Independent Municipal Financial Advisory Firm. ***Our firm has been serving governmental clients in the northeast for 25 years.***

***NW Financial has acted as financial advisor/consultant on over 950 bond and note issues, raising over \$36 billion in capital for our governmental clients over the last decade.*** Our firm provides exceptional service to our clients from our most senior professionals. The experience of our professional team allows us to provide creative and innovative financial solutions to our state and local government clients.

Since our inception, NW Financial has ranked among the top advisors in the Northeast Region. In the 2021 Mid-Year Review, ***NW Financial ranked as #3 among the top 5 advisors in the State of new Jersey.*** In 2020, ***NW Financial ranked #3 among the top five advisors in State of New Jersey and Delaware and #6 among the top 10 in Public Facilities*** according to the Bond Buyer.

NW Financial is active in many different fields and types of transactions, including redevelopment, housing, workouts, Tax Incremental Financings, Redevelopment Area Bonds, privatizations, pooled loans, refundings, lease revenue financings, lease purchase financings, and public debt restructurings. NW Financial also provides a wide range of non-transactional consulting and advisory services, including asset disposition analysis, management consulting, public/private partnerships, strategic advice on negotiations and settlements, litigation support, procurement advice, and a wide variety of other financings that are customized to meet client needs.

Throughout our history, we have created and marketed sophisticated, innovative financings, often under the most difficult market conditions for our diverse client base. Our past and current public-sector clients include:

- County and Municipal Governments
- Transportation Agencies
- Redevelopment Agencies
- School Districts
- State Agencies
- Housing Authorities
- Improvement Authorities
- Parking Authorities
- Utility Authorities
- Energy Authorities

***Unlike other financial advisory firms, NW Financial has an affiliated municipal securities firm, NW Capital Markets.*** NW Capital Markets is charged with the sale of municipal securities (underwriting) for our government clients. Many of the professionals that work with NW Financial are also employees of NW Capital Markets. NW Capital Markets has a municipal trading desk, and although we do not provide both financial advisory and underwriting services on the same transaction, this is significant because the trading desk provides our staff with immediate and accurate municipal market data without having to rely on third-party (other underwriting firm's trading desks) for information.

## 2. EXPERIENCE WITH THE AGENCY

NW Financial is committed to helping the Agency achieve its goals and continue to work towards its mission by financing projects that will improve the quality of life for the citizens of the City of Jersey City. We understand that successful, economically beneficial financings are a critical part of achieving this goal.

As Financial Advisor to the Agency, NW Financial will continue to bring our expertise in the municipal market to work with the Agency and design creative financing solutions that are effective and efficient.

**Client: City of Jersey City/Jersey City Redevelopment Authority**

**Role: Redevelopment/ Financial Consultant**

**Term: 2001-current / 2016-current**



For 20 years, NW Financial has assisted the City in navigating through some of the most difficult economic conditions because of the financial crisis. The City has overcome significant challenges faced by many municipalities in the current economy, including a decline in State aid and continually rising costs. Below are some examples:

### **Park Street Improvements Redevelopment Project**

➤ NW Financial acted as Financial Advisor to the JCRA issuance of \$10,000,000 Taxable Series 2021.

- Pathside Redevelopment Project (City Guaranteed) (Federally Taxable)(Non-Callable).
- The Coles Street Park will include water and sewer infrastructure, roadway improvement, sidewalks and other improvements as the "Park Street Improvements". This Series will refund the previous series of notes issued in 2019.
- Security for the bonds is provided by the JCRA, the guarantee from the City of Jersey City and Special Assessment from the Developers.

### **Park Street Improvements Redevelopment Project**

- NW Financial acted as Financial Advisor to the JCRA issuance of \$2,520,000 Tax-Exempt and \$380,000 Taxable Series 2020.
- Jersey Avenue Park Redevelopment Area was adopted and awarded to Emerson Leasing Co.
- As a condition of the approval for Emerson Project, Emerson will construct and deliver to the City the Coles Street Park. Part of that project will include water and sewer infrastructure, roadway improvement, sidewalks and other improvements as the "Park Street Improvements".
- Security for the bonds is provided by the JCRA, the guarantee from the City of Jersey City and Special Assessment from the Developers.

### **Pathside Redevelopment Project**

- NW Financial acted as Financial Advisor to the JCRA issuance of Project Note, Series 2020.
- Originally issued in 2018 to finance the acquisition and Improvement/maintenance of building located in the Journal Square section of the City. The purpose is to develop a regional museum and the related costs. The Museum Development Consultant has been engaged to provide planning and implementation phases. Security of the Notes is provided by the JCRA and the guarantee from the City of Jersey City.



#### **Long-term tax exemption and issuance of Redevelopment Area Bonds**

- NW Financial has assisted the City of Jersey and the Jersey City Redevelopment Authority in analyzing thousands of units of housing throughout the City with many structures including PILOTs under the Long-Term Tax Exemption Law, Section 108 loans and PILOTs that included the issuance of Redevelopment Area Bonds.
- With the assistance of the NW Financial professionals, the City negotiated a long-term tax exemption and issuance of Redevelopment Area Bonds with the developer of the Journal Squared redevelopment project. The three-phase development, when fully completed, will include over 1,800 units and over 30,000 square feet of retail and restaurant space and will represent the first major redevelopment project in the City's Journal Square neighborhood in decades. The estimated total project cost for all three phases is approximately \$695 million. Based upon the financial agreement between the City and the developer, the City will issue approximately \$30 million in non-recourse Redevelopment Area Bonds secured by the PILOT revenues from the project. The first phase of the development, which included the issuance of \$10 million in Redevelopment Area Bonds, was completed in March 2017. The 54-story high rise includes 540 units and 4,000 square feet of ground-floor retail space.

#### **Redevelopment Area Bond Issuance**

- NW Financial Group negotiated a long-term tax exemption and Redevelopment Area Bond issuance with respect to the development of 25 Columbus in the City's Paulus Hook neighborhood. This project will include a 52-story residential tower with 750 residential units, 5% of which will be reserved for affordable housing at 80% of Area Median Income.
- In addition, the unique structure negotiated by the City and NW will also include the development of a 35,000-square foot elementary school to be built at the developer's expense and provided to the Jersey City Board of Education at no cost. The development will also include approximately 18,400 square feet in ground-floor retail and a 419-space structured parking facility. The City expects to issue approximately \$1 million in non-recourse Redevelopment Area Bonds and the project was completed January 2020. The total cost of the project is approximately \$364 million.

### 3. REDEVELOPMENT CONSULTING EXPERIENCE

NW Financial has provided services to Municipalities, Redevelopment Agencies, Counties, County Authorities, and Parking Authorities on a range of redevelopment projects and financings. Through this experience, we have developed an unparalleled knowledge of the marketplace which gives us a distinct advantage over the competition when negotiating terms for development incentives. Our professionals provide the most premier services so that our clients can achieve financial success.

Our experience ranges from large cities such as Newark and Jersey City to smaller boroughs such as Westville and Lakehurst. NW Financial has provided consulting services for municipalities on a range of redevelopment projects and financings including housing, commercial, retail, parking, transportation mixed-use developments, and recreational facilities. Structures have included PILOT's, RAD's, and RAB's. Some notable redevelopment projects in which our staff has been involved include Union Township's Merck Site, Newark's Teacher's Village, and the Modern in Fort Lee.

NW Financial has worked with many municipalities to help create billions of dollars of investment in the State of New Jersey. Some of the municipalities that NW has represented include:

Bayonne	Edison	Lawnside	Roseland
Bloomfield	Fanwood	Linden	Rutherford
Bridgewater	Fort Lee	Lyndhurst	Roselle Park
Dunellen	Hackensack	Newark	Totowa
East Newark	Harding	Parsippany	Union
East Orange	Holmdel	Prospect Park	Weehawken
Edison	Jersey City	Rahway	West New York

These municipalities have required analysis of many different types of development. Project types include retail, office, market-rate residential, mixed-use, industrial, data center, assisted living and affordable residential projects. Redevelopment economics in New Jersey is unique and requires a blended skill set that includes real estate finance, public finance, understanding of subsidy layering, familiarity with numerous New Jersey laws and regulations, and an understanding of the volatility of values across even a few blocks. NW Financial has significant real estate and project finance experience. Our professionals have developed a deep understanding of the actual and Pro-forma values of the marketplace as it relates to rents, expenses, lender requirements, funding sources, and the required return on investment as well as the various financial incentives that are available to municipalities and developer to spur development.

#### KNOWLEDGE OF THE LONG-TERM TAX EXEMPTION LAW AND THE REQUIREMENTS/LIMITATIONS THEREIN

NW Financial Group has reviewed hundreds of applications and negotiated financial agreements for long-term tax abatements under the Long-Term Tax Exemption Law (the "LTTE Law"), the New Jersey Housing and Mortgage Financing Agency Law (the "HMFA Law") and the Redevelopment Area Bond Financing Law (the "RAB Law"). As a result, NW Financial's professionals are deeply familiar with the various requirements under the LTTE Law and how those requirements differ from the other relevant statutes.

In general, the LTTE Law has more requirements with respect to how Payments in lieu of Taxes ("PILOTs") can be calculated when compared to the RAB Law. Under the LTTE Law, PILOTs for non-affordable housing development projects must be a minimum of 10% of Annual Gross Revenue ("AGR") or 2% of total project costs. The LTTE Law also provides that at a minimum any PILOT must be at least equal to the amount of the total taxes levied against all real property in the area covered by the project in the last full tax year in which the area was subject to taxation. In addition, the LTTE provides for a "phasing in" of conventional taxes usually beginning in year sixteen of a thirty-year abatement. The phasing in of conventional taxes starts at 20% of otherwise applicable taxes and gradually increases to 40%, 60% and 80% by the end of the abatement.

The RAB Law, by contrast, does not provide for a minimum annual service charge and does not include any phasing-in of conventional taxes. As a result, the RAB Law provides more flexibility to allow for a lower annual PILOT for projects that might not otherwise succeed under a more typical PILOT structure through





the LTTE Law. While most tax abatements are authorized under LTTE Law, many municipalities including Jersey City and Newark have utilized the RAB Law for several different projects. The HMFA Law applies only to projects that are financed through the New Jersey Housing and Mortgage Financing Agency.

**THE FOLLOWING ARE EXAMPLES DEMONSTRATING OUR FIRM'S UNIQUE REDEVELOPMENT EXPERIENCE:**

**Client:** Borough of Fort Lee  
**Role:** Redevelopment/ Financial Consultant  
**Term:** 2009-current



NW Financial has provided services to the Borough of Fort Lee since 2009. Our role included: preparing various financial analyses; providing market research and commentary; review of offering documents; and coordination with the rating agencies. Also, NW Financial provided financial consulting services to the Borough on several redevelopment projects. Our services included: a review of developer financial proformas; review of financial agreements and redevelopment agreements; analysis of investor financial strength; and assisting the Borough in negotiations regarding long term tax abatements and PILOTs.

**"The Modern" formerly known as "Redevelopment Area 5":**

In 2009, the Borough issued a Request for Qualifications and Proposals ("RFQ") with the assistance of NW Financial to seek responses from qualified developers to propose a detailed use of the Borough's Redevelopment of "Area 5". This area is one of the most highly sought-after redevelopment sites in the State of New Jersey. The property sits at the entrance to the George Washington Bridge and has been riddled with lawsuits for decades and had remained undeveloped for years. The proposals consisted of 16 acres composed of 1,600,000 sq. ft. of mixed-use projects including office, retail, residential, and hotel facilities.

During this assignment, NW reviewed proposals from four major developers to determine their ability to finance and complete their proposed projects. In reviewing the proposed scope of the project by the individual developers, NW performed extensive research and analysis on the financial feasibility and potential economic value of each proposal to the Borough of Fort Lee.

The value of the redevelopment was estimated at over \$687 million to be completed over nine years. The analysis included determining the financial strength of the developer/partners, the ability of the developer to secure financing and requisite equity to properly fund the project through its completion, the accuracy of operating revenues, and cash flow projections in their proformas, and the economic impact to the Borough.

NW completed reviews of the initial submissions by each developer along with any supplemental proposals that were received, interviews with each of the developers and their consultants and correspondence with each, and internal discussions with the Mayor and Council and the Borough's professionals. As a result of those discussions, interviews, and documentation review, and the internal data analysis within our firm, NW was able to recommend a master developer for Redevelopment Area 5. The site has since been developed and thriving as has become one of the largest redevelopment sites of both residential and commercial in the State of New Jersey.

**Contact:** Matthew Rutch, Chief Financial Officer  
**Address:** 309 Main Street, Fort Lee, NJ 07024  
**Phone:** (201) 529-3500 ext. 1032  
**Email:** [m-rutch@fortleenj.org](mailto:m-rutch@fortleenj.org)

**Client:** Township of Union  
**Role:** Redevelopment/ Financial Consultant  
**Term:** 2000-current



NW Financial has provided services to the Township since 2000. The Township of Union hired NW Financial Group to assist in negotiations of the redevelopment of the former Merck Site, a property the Township paid over \$3.5 million in taxes. After Merck closed its doors, the taxes paid were approximately \$330,000. NW professionals negotiated a Financial Agreement with the redeveloper that

included a PILOT of approximately \$3.25 million of which almost \$2.5 million went towards the Township's budget. The development consisted of 1,264 Market rate units, 40,800 sf of retail space, and 42,132 sf of amenity space. The total cost of the project is estimated at over \$315,000,000.

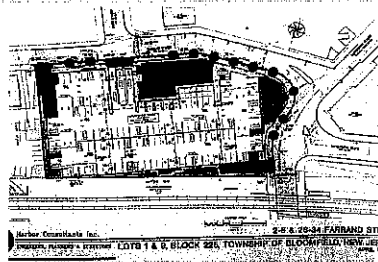
It was determined that the PILOT was necessary for the investment to be attractive enough to complete the project. Private investors were not willing to move forward on proposed projects without this assistance. In addition to the units mentioned above, Union Township was required to produce affordable units because of a settlement with COAH. Through negotiations with the developer, the project is going to include 96 affordable rental units. Construction has begun on the first few buildings of the project.

**Contact:** Jennifer Semler  
**Address:** 1976 Morris Avenue, Union, NJ 07083  
**Phone:** (908) 851-5463  
**Email:** [jsemler@uniontownship.com](mailto:jsemler@uniontownship.com)

**Client:** Township of Bloomfield  
**Role:** Redevelopment/ Financial Consultant  
**Term:** 2012-Current



**ROYAL THEATER**  
210 Market-rate units  
312 Parking Space Garage  
15 For-sale Townhomes



**FERRAND ST. REDEVELOPMENT**  
176 Market-rate units  
212 space parking garages



**AVALON**  
224 Market-rate units  
280 space parking

The Township of Bloomfield continues to engage NW Financial to assist in negotiations with major developers as they request PILOTs to be able to develop residential/retail mixed-use buildings in the downtown area of the Township. Bloomfield's downtown redevelopment has been and continues to be a huge success. Many of these projects are located within walking distance of the NJ Transit station bringing commuters into New York City in just minutes. The success of the projects has brought the investment needed to bring Bloomfield's retail and residential downtown back to its former glory.

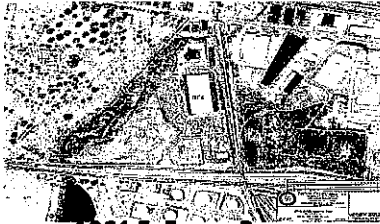
**Contact:** Mayor Michael Venezia  
**Address:** 1 Municipal Plaza, Bloomfield NJ 07003  
**Phone:** (973) 680-4080  
**Email:** [mayorcouncil@bloomfieldwpnj.com](mailto:mayorcouncil@bloomfieldwpnj.com)

**Client: City of Linden**

**Role: Redevelopment/ Financial Consultant**

**Term: 2000-current**

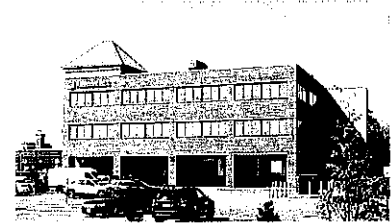
NW Financial has provided services to the City since 2000. NW Financial professionals have also provided redevelopment consulting services to the City over the past 10 years. These projects include various warehouse and distribution centers, market and affordable rental units, and commercial projects. The financial agreements on these projects include both short term and long-term PILOTs..



**1001 E. EDGAR RD.**  
100,005 sf Warehouse/  
Distribution Ctr



**GRASSELLI RD.**  
over 4,000,000 sf Warehouse/  
Distribution Centers



**AMMON LABS**  
Commercial site

**Other redevelopment Consulting Projects Include:**

- 1700 South Stiles St. – 27 Market-rate rental units
- DC Hospitality – Hotel and Self-storage
- Duke Blue Apron – Warehouse/Distribution Center
- Meridia – 350 Market-rate rental units
- United Lacquer – 402 Market-rate units

**Contact:** Alexis Zack, Chief Financial Officer

**Address:** 301 North Wood Avenue, Linden, NJ 07036

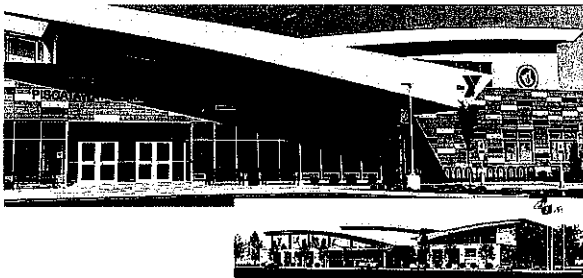
**Phone:** 908-474-8479

**Email:** [azack@linden-nj.org](mailto:azack@linden-nj.org)

**Client: Township of Piscataway**

**Role: Redevelopment/ Financial Consultant**

**Term: 2001 - Current**



NW Financial is pleased to have provided Financial Advisory and Consulting services to the Township of Piscataway, completing **seven (7) transactions since 2009 with a total par amount of \$106,920,000 million in bond and note issuances.** Below is a description of our most recent experience:

**\$30,000,000 General Improvement Bonds:**

- NW Financial acted as Financial Advisor to the Township of Piscataway, New Jersey (the "Township") for the issuance of the 2020 Bonds (the "2020 Bonds"). The 2020 Bonds are legally binding obligations of the Township and, unless paid from other sources, are payable from ad valorem taxes levied upon the taxable real property within the Township.
- The 2020 Bonds were issued to finance various roads improvements, various capital improvements, construction of the Community Cultural Arts Center Project and various capital improvements.

- In our role as Financial Advisor, NW Financial worked with the Township to structure the transaction to fit within its overall debt picture. In addition, NW Financial coordinated the rating call and discussion between the Township and S&P.
- The Bonds were issued competitively, with a closing date of October 29, 2020, and fully mature on October 15, 2040. The Township took advantage of the historically low interest rates in 2020 and received bids from four underwriters with Mesirow Financial, Inc. being the winning bidder of the 2020 Bonds by providing the low bid TIC of 1.948942%. RW Baird provided the cover bid with a TIC of 1.98311%. The Township had a competitive sale with all four bids were within 9 basis points from the winning bid to the worst bid.

**\$20,000,000 General Improvement Bonds:**

- NW Financial acted as Financial Advisor to the Township of Piscataway, New Jersey (the "Township") for the issuance of the 2019 Bonds (the "2019 Bonds"). The 2019 Bonds are legally binding obligations of the Township and, unless paid from other sources, are payable from ad valorem taxes levied upon the taxable real property within the Township.
- The 2019 Bonds were issued to finance the rehabilitation of various roads, construct the Community Cultural Arts Center Project and various capital improvements.
- In our role as Financial Advisor, NW Financial worked with the Township to structure the transaction to fit within its overall debt picture. In addition, NW Financial coordinated the rating call and discussion between the Township and S&P.
- The Bonds were issued competitively, with a closing date of August 8, 2019 and fully mature on February 1, 2039. The Township received bids from eight underwriters with Hutchinson, Shockey, Erley & Co being the winning bidder of the 2019 Bonds by providing the low bid TIC of 2.565%. Mesirow provided the cover bid with a TIC of 2.577%.

**Contact:** Daniel Lamptey, Director of Finance  
**Address:** 455 Hoes Lane, Piscataway, NJ 08854  
**Phone:** (732) 562-2316  
**Email:** [dlamptey@piscatawaynj.org](mailto:dlamptey@piscatawaynj.org)

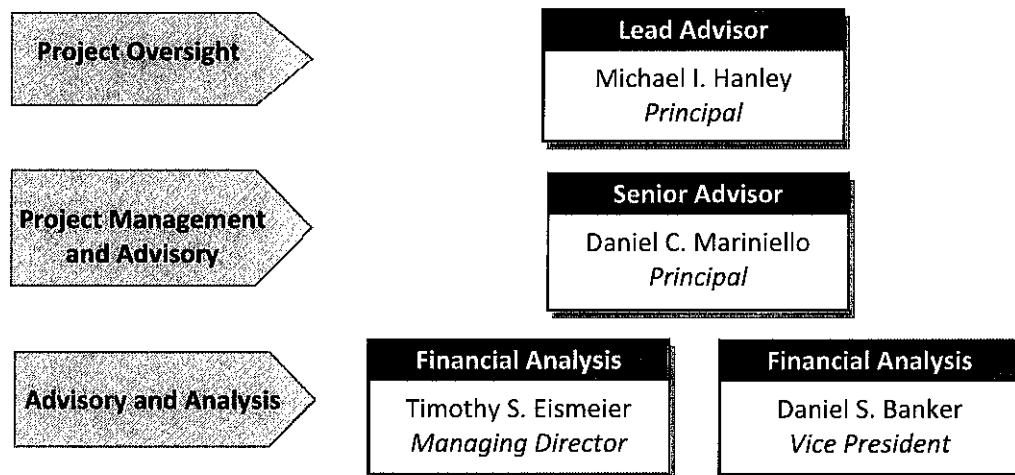


#### 4. ASSIGNED PROFESSIONALS AND AVAILABILITY

Our experience has shown that strong project management is essential on engagements of this type. Our project management approach includes designating a Lead Advisor as the individual responsible for all aspects of the engagement. The Lead Advisor for the Agency will be Mr. Michael I. Hanley, and as such, Mr. Hanley will be responsible for overseeing the relationship between the NW Financial team and the Agency and for ensuring that appropriate firm resources are brought to bear on issues that arise during the project(s) and that all end products meet the firm's high-quality standards.

The strong project finance emphasis of NW Financial, as well as the public and private sector backgrounds of the key individuals that will be involved with this assignment, assure that our significant experience will benefit the Agency. In addition, other members of the firm will provide supporting roles, including research, quantitative analysis, bond marketing assessments, policy development, and rating agency presentations.

The key personnel that will serve the Agency on any assignment(s) will be:



Resumes for each of these individuals can be found on the following page

As Financial Advisor to the Agency, our primary responsibility will be to provide essential financial advice and insight and to ensure that all financings are successful. The staff members assigned to this financing have the skills and technical expertise to assure this outcome in a timely fashion.

**HEADQUARTERS:** 2 Hudson Place, 3<sup>rd</sup> Floor, Hoboken, NJ 07030

NW Financial also maintains representative offices in South Jersey, Pennsylvania, Texas, Ohio, and Illinois. Our professionals are in close proximity to the Agency at all times making it convenient for the team of professionals to easily meet with the Agency and its representatives under any time constraints.

South Jersey	Pennsylvania	Texas	Ohio
617 Stokes Road Ste. 4, #322 Medford, NJ 08055 (P): 609-953-7555 (F): 201-656-4905	1001 Hill Avenue Suite 2830 Wyomissing, PA 19610 (P): 610-326-4900 (F): 610-326-4902	1700 S. Lamar Blvd. #338 Austin, TX 78801 (P) 551-655-7595 (F): 201-656-4905	19885 Detroit Road #348 Rocky River, OH 44116 (P) 856-448-2668 (F): 201-656-4905

**MICHAEL I. HANLEY, PRINCIPAL**

[mhanley@nwfinancial.com](mailto:mhanley@nwfinancial.com)



Michael I. Hanley joined NW Financial in 1999 and provides the firm with his public finance experience and expertise. Mr. Hanley is actively involved in financings for several of the Firm's major accounts.

Mr. Hanley plays a key role at NW Financial serving as Financial Advisor and Underwriter for many of the Firm's clients. He acts as lead advisor for an array of clients whose operations include affordable housing, solid waste, certificates of participation, water and sewer utilities, and redevelopment.

Mr. Hanley has been an innovator in the public finance community, leading many unique transactions including over 20 Forward Options, Cinderella Bonds, Redevelopment Area Bonds, and the first competitive Convertible Capital Appreciation Bond sale in the country.

In recent years Mr. Hanley has spent a large part of his time consulting on billions of dollars of redevelopment projects in municipalities such as Jersey City, Newark, Weehawken, Holmdel & West Orange.

Mr. Hanley has been honored to serve as a board member of many organizations:

- Casino Reinvestment Development Authority
- The Center for Real Estate at Rutgers Business School Advisory Board
- New Leaders Council – NJ Advisory Board
- New Jersey Transportation Trust Fund Authority
- Welcome Home Vets NJ

**EDUCATION**

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**Hamilton College**

Bachelor of Arts

**FINRA License**

- 50 (Municipal Advisor Representative)
- 52 (Municipal Securities Representative)
- SIE (Securities Industry Essentials Examination)

**DANIEL C. MARINIELLO, PRINCIPAL**

[dmariniello@nwfinancial.com](mailto:dmariniello@nwfinancial.com)



Daniel C. Mariniello, Principal, has been with NW Financial since 1997, providing the firm with his public finance, and management experience and expertise. Mr. Mariniello acts as senior/lead advisor to many of the firm's major clients, has structured a variety of innovative transactions, directs the firm's affordable housing practice, and manages much of the firm's operations.

Over the past decade, Mr. Mariniello has become an expert in redevelopment throughout New Jersey representing municipal clients as they negotiate with sophisticated developers. He has also acted as an expert witness providing necessary testimony in cases on behalf of his clients. Mr. Mariniello has provided redevelopment consulting for clients such as the Borough of Fort Lee, the City of Linden, and the Township of Bloomfield.

Mr. Mariniello heads the firm's financial consulting practice for Public Housing Authorities ("PHAs") that are converting through the United States Department of Housing and Urban Development's ("HUD") Rental Assistance Demonstration ("RAD") program. Through his leadership, PHAs throughout New Jersey are successfully participating in this program and as a result are completing over \$25 million in rehab work with over \$20 million in financings. Whether it is a tax credit redevelopment project, or a straight financing, Mr. Mariniello and NW have been guiding PHAs through this program since 2013. Mr. Mariniello speaks regularly at industry events including NJ Governor's Conference on Housing, the National Affordable Housing and Redevelopment Official's ("NAHRO") Conferences, and many NJ NAHRO seminars.

Mr. Mariniello also plays an instrumental role acting as lead banker to several other government entities, including the City of Newark, Passaic County, Passaic County Improvement Authority, and Bergen County. Additionally, Mr. Mariniello has led various consulting projects on behalf of his financial advisory clients including asset sales and lease programs, public/private partnerships, the creation of public authorities, and cash flow analysis for rate-based utilities.

Most recently, Mr. Mariniello initiated the firm's involvement in advising New Jersey Counties and Municipalities on utilizing the funding that was created from the federal government's Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") Coronavirus Relief Fund (the "Fund"). The impact of the COVID-19 pandemic was unprecedented, and our clients were faced with a new and financially strenuous situation. Mr. Mariniello assisted our clients with understanding the details and guidelines that were set by the U.S. Department of Treasury and then setting up the programs and documentation that would ultimately get funding to the municipalities and small businesses in our community. Mr. Mariniello continues to lead a team of NW staff members on this program and to date has been instrumental in getting over \$100,000,000 in funding to local municipalities and small businesses in our communities.

#### **EDUCATION**

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##### **Villanova University**

Bachelor of Arts

##### **FINRA Licenses**

50 (Municipal Advisor Representative)

52 (Municipal Securities Representative)

63 (Uniform Securities Agent)

SIE (Securities Industry Essentials Examination)

**TIMOTHY S. EISMEIER, MANAGING DIRECTOR**

[teismeier@nwfinancial.com](mailto:teismeier@nwfinancial.com)



Tim Eismeier has over a decade of experience as a seasoned municipal advisor, investment banker, and financial consultant for numerous municipalities, counties, and authorities in the state of New Jersey. Mr. Eismeier's clients have included the City of Newark, the City of Jersey City, the County of Bergen, the Hudson County Improvement Authority, the Atlantic County Improvement Authority, the City of Bayonne, the City of East Orange, the City of Union City, the Township of Bloomfield, and the Township of Belleville, among others. Mr. Eismeier provides his clients with financial insight and advice concerning the issuance of debt, general budget preparation, water/sewer rate analysis and correspondence with rating agencies, as well as analysis of major redevelopment projects and proposed long-term tax abatements.

Over the last decade, Mr. Eismeier has structured billions of dollars in municipal bonds and notes, including a variety of complex financings, such as the issuance of Motor Vehicle Rental Tax Revenue Bonds by the City of Newark, Redevelopment Area Bonds (RABs) in multiple municipalities throughout the State and numerous lease-revenue and governmental-loan programs through county-level improvement authorities. He has created sophisticated cash flow projections for his clients in connection with their annual budget preparation, the implementation of new water/sewer rates, and the issuance of Tax Anticipation Notes. Mr. Eismeier has been integrally involved in numerous, complex underwritings for NW Capital Markets, including the Union County Utilities Authority's issuance of \$136,745,000 Resource Recovery Facility Lease Revenue Bonds and \$69,080,000 Solid Waste System Revenue Bonds. Mr. Eismeier has also structured debt offerings for the Union County Improvement Authority, the Bergen County Improvement Authority, the Jersey City Municipal Utilities Authority, the Trenton Parking Authority, the Kearny Municipal Utilities Authority, and Stafford Township.

Mr. Eismeier is an expert in the financing of residential and commercial development and has advised municipalities during the implementation of dozens of redevelopment projects and long-term tax abatements. These projects collectively have encompassed millions of square feet of commercial and residential development and tens of thousands of residential units for both market-rate and affordable housing. In this role, he has analyzed developer pro-forma financial projections, prepared projections of PILOT revenues and municipal/schools' costs and negotiated with developers on behalf of the municipality. Mr. Eismeier's redevelopment consulting work has helped ensure that his clients receive the greatest possible benefit from redevelopment projects. His redevelopment consulting clients have included the City of Newark, the City of Jersey City, the Borough of Holmdel, the City of Linden, the City of East Orange, the City of Plainfield, and the City of Asbury Park. The combined project cost of the development projects that Mr. Eismeier has reviewed numbers in the tens of billions of dollars.

Prior to joining NW Financial, Mr. Eismeier served as an intern in the White House Office of Political Affairs in the fall of 2008. As a White House intern, Tim performed research in electoral politics, helped to coordinate efforts between the White House and various political campaigns, and assisted in the day-to-day operations of the Office of Political Affairs. Tim also served as an intern at NW Financial in the summers of 2008 and 2009.

## **EDUCATION**

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**Hamilton College**  
Bachelor of Arts

## **FINRA Licenses**

50 (Municipal Advisor Representative)  
52 (Municipal Securities Representative)  
SIE (Securities Industry Essentials Examination)



**DANIEL S. BANKER, VICE PRESIDENT**

[dbanker@nwfinancial.com](mailto:dbanker@nwfinancial.com)



Daniel S. Banker joined NW Financial in July 2018. Mr. Banker serves as Vice President for the firm and provides various financial analyses services for clients.

Since joining the firm, Mr. Banker has been involved with numerous redevelopment projects across New Jersey, including both market-rate and affordable residential, hotel, and warehouse facilities. This includes the analysis of developer financial projections, projection of new resident and school children's costs, and determining appropriate PILOT terms for each project. Throughout this process, he has become educated on all aspects of the Long-

Term Tax Exemption Law and uses this knowledge to provide superior service for his clients and ensure they receive the maximum benefit.

Mr. Banker is highly proficient in the creation of financial models, including the creation of a partially automated redevelopment model that generates several outputs including developer returns, fiscal impact, and tax benefit, which assists in many of the firm's redevelopment studies.

Mr. Banker has close to a decade of real estate experience in both New York and New Jersey where he managed the research departments for two top brokerage firms. He consulted with developers on all aspects of residential development including site acquisition underwriting, construction finance, design development and marketing in both the rental and sale markets.

Mr. Banker is an integral part of the NW team that works with the County of Bergen and the County of Hudson providing grants to help small businesses through both County's Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") allocations. Mr. Banker has helped curate and execute applications, implement web portals, develop a tiered review process, and review applications. Through documentation verification and meticulous research, Mr. Banker ensures that all facets of the federal guidelines provided to the counties and municipalities are understood and carefully followed.

**EDUCATION**

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**North Carolina State University**

Bachelor of Science in Business Administration – Finance

## 5. SCOPE OF SERVICES

NW Financial would “quarterback” the project team to assure efficient and timely financing, including organizing the project team, scheduling and attending working group meetings to assign responsibilities and determine a time table, and attending meetings as reasonably required with Redevelopment Agency personnel, attorneys, consultants, engineers, accountants, and others to pursue the most economically beneficial position for the Redevelopment Agency. Our unrivaled diversity of experience in such projects allows us to be involved with every discipline of the project, so there will be continual awareness of project team member progress.

### THE REDEVELOPMENT SCOPE OF WORK INCLUDES, BUT IS NOT LIMITED TO:

#### **1) Cost-Benefit Analysis**

- Analysis of the Project & Plan
- Analysis of area demographics
- Analysis of Municipal Service Costs
- Analysis of School District Costs
- Projection of Annual Revenue
- Attend meetings with municipal officials, redevelopers, state officials, others.
- Prepare reports for municipal officials and others on redevelopment projects.

#### **2) Analysis of Need**

- Analyze the project to determine that “but for” a PILOT the project cannot be developed.
- Review all financial proformas related to the redevelopment.
- Review professional reports and feasibility studies associated with the redevelopment.
- Provide capital markets advice as it related to Redevelopment Area Bonds.
- Analyze the need for payment in lieu of taxes and other municipal incentives.
- Analysis of redevelopment financial stability as it relates to municipal risks.
- Analysis of redeveloper financial stability as it relates to municipal risks.
- Attend meetings with municipal officials, redevelopers, state officials, others.
- Prepare reports for municipal officials and others on redevelopment projects.
- Evaluate other forms of financial assistance related to the redevelopment such as New Market Tax Credits, Historic Tax Credits, Economic Redevelopment & Growth Grant, etc.

#### **3) Negotiations and Document Review**

- Assist in the negotiation of Redevelopment Agreements and Financial Agreements.
- Attend meetings with municipal officials and/or Council to discuss agreements.
- Work in conjunction with other professionals to assure the most favorable outcomes

### **OTHER SERVICES:**

#### **FINANCIAL ADVISORY/CONSULTING**

As Financial Advisor, our primary responsibility will be to provide expert financial advice and insight to the Redevelopment Agency in connection with the development of both short term and long-term financial strategy and the execution of specific financings. We will review of the Redevelopment Agency’s debt, budget, and capital plan to assist in the formulation of a financial strategy. We are uniquely positioned to timely and rapidly provide any specific task that the Redevelopment Agency may request or that we may recommend, including evaluating refunding opportunities, providing debt and budgetary forecasting, reviewing the credit rating position and reviewing contractual issues.

NW Financial will assist with the planning, timing, structuring, approvals, ratings, insurance, and all other matters as related to the issuance of bonds and/or notes and any other financial analyses as may be requested during the contract period. Additionally, NW Financial will analyze the impact of the Redevelopment Agency’s financial plan on its underlying credit rating and its ability to access the capital markets. Below is a summary of the services that NW Financial would provide:



**DEBT ISSUANCES:**

NW Financial will model the Redevelopment Agency's outstanding debt, examine the impact of future debt issuances on the budget, and examine the cost-effectiveness of issuing bonds versus short-term notes. We would also evaluate other financing structures to determine the most cost-effective means of issuing debt and to mitigate the impact of the debt structure on the taxpayers.

**CASH-FLOW MODELING/FORECASTING:**

NW would evaluate the Redevelopment Agency's cash-flow needs for its budget on a monthly and if necessary, weekly basis. This would help to identify seasonal trends for revenues and expenses.

**CAPITAL PROJECTS:**

The Redevelopment Agency's current and future capital projects would be examined along with the impact of the funding for these projects on the budget.

**BONDS/NOTES FINANCINGS:**

NW Financial's professionals are the most experienced financial advisors in New Jersey and have a keen understanding of the services required by the Redevelopment Agency. NW Financial will provide expert financial advice and insight to the Redevelopment Agency in connection with the development of a long-range financial strategy and the execution of specific financings.

We will evaluate the Redevelopment Agency's overall financial position with an emphasis on cash flow and budgetary needs, long-term capital planning, and the methods of funding these costs. NW Financial will analyze the impact of the Redevelopment Agency's financial position on its underlying credit rating and its ability to access the capital markets.

**IN CONNECTION WITH THIS ASSIGNMENT, NW AGREES TO PROVIDE ALL SERVICES INCLUDING BUT NOT LIMITED TO:**

- Developing a plan of finance and prepare a financing schedule.
- Assisting in preparing annual financial documents as needed, including the annual budget and debt statement.
- Evaluate financing structures and propose financing methods or options, with emphasis on innovation, to be considered for accomplishing the Redevelopment Agency's objectives. This will be done in conjunction with the Redevelopment Agency's staff and legal counsel.
- Review legal documents.
- Review existing revenue-sharing agreements, tax rebate agreements and debt commitments to determine potential impacts, if any, on the proposed financing and make appropriate recommendations to the Redevelopment Agency's financing team.
- Prepare periodic reports with analysis and recommendations to the Redevelopment Agency regarding the fiscal status.
- Assisting the Redevelopment Agency in the selection of formation of financing team, including preparing a list of services required of underwriter, trustee, verification agent, and other professionals, as agreed upon.
- Prepare credit profiles and assist the Redevelopment Agency in making presentations bond insurance companies and/or rating agencies. These agencies may require sufficient information to receive the highest possible rating on any securities prior to the sale of such securities.
- Prepare and deliver presentations designed to facilitate an understanding of public sector financing and its implications to the Redevelopment Agency and its governing body as may be necessary.
- Analyze the financing impact of project costs, cash flow projections and rate implications. Participate in the development of alternate strategies with Redevelopment Agency's financing team.

**RATING AGENCIES:**

Another point of considerable cost saving measures for many of our clients has been NW Financial's widespread experience working with the major national rating agencies. NW professionals have developed a clear understanding of the analytical methods utilized by Moody's Investors Service, Standard & Poor's Inc., and Fitch Ratings. Our professional staff is trained to conduct in-depth credit analyses comparable to the rating agencies so that both credit strengths and weaknesses can be identified by the issuer prior to the presentation of materials to rating analysts. We will work closely with the rating

agencies to fully understand their concerns and methodology and to design the issuer's presentations to specifically address each agency's questions in a meaningful way.

In addition, we maintain close personal contact with staff members at the rating agencies regarding their views of debt covenants, innovative financing techniques and unusual debt structures. By helping our clients achieve ratings upgrades and/or maintain existing ratings during difficult financial times, their overall cost of borrowing is reduced resulting in debt service savings to the taxpayer.

**PUBLIC PRIVATE PARTNERSHIPS:**

NW Financial can deliver the **highest quality advisory services** that consider both the public and private sector considerations due to our unique mix of experience in both sectors. We have the **proven ability** to level the playing field on behalf of our public clients and deliver tightly negotiated and structured transactions that maximize value but allow for reasonable returns to the private participants. For 25 years NW Financial professionals have assisted governmental clients in evaluating or implementing P3 solutions. Our experience includes highly complex P3 transactions in waste management, health care, water, sewer, and transportation.

**OTHER SERVICES:**

**AMERICAN RESCUE PLAN EXPERIENCE:**

Since the May 2021 release of the U.S. Treasury Department's Interim Final Rule to implement the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund under the American Rescue Plan Act, NW Financial has been engaged by several municipalities and is in preliminary planning stages with additional municipalities and counties to assist with the administration of their allocated ARP funds. To name a few, NW Financial currently provides consulting services to the City of Clifton, Township of Middletown, Township of Weehawken, Township of Union including the implementation of a formal eligibility review program and an analysis of the revenue loss calculation as provided by the Division of Local Government Services. In addition, NW Financial has also been engaged by the City of Bayonne to administer Bayonne's and the Township of Union small business grant programs, Union City Mortgage Assistance Program, Pompton Lakes review of ARP funding and small business grant program, and Clifton ARP review of eligibility and reporting which are currently live.

**EXPERIENCE WITH THE MUNICIPAL REIMBURSEMENT PROGRAM:**

NW Financial has experience as financial advisor managing the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") funds for clients, particularly in connection with reimbursing local units for eligible expenses. NW Financial's services include encompassed setting up a systemic approach, reviewing requests from local units, and managing eligibility questions.

In doing so, NW Financial has been able to (a) effectuate well-documented, accurate and well-supported reimbursements; (b) eliminate as much as possible from the workload of the client the burden of combing through the flood of details and documents associated with the reimbursements; (c) provide the local units with a reimbursement system that is clear; (d) respond promptly and helpfully to the inquiries and concerns of our clients and the local units; and (e) provide the local units with timely and consistent guidance on eligibility questions. For example, to date, NW Financial has reviewed over 290 reimbursement applications, resulting in payments to the local units totaling over \$32.8 million for the County of Passaic. Our services for this program include:

**Application Review**

- Creating reimbursement forms, internal tracking files, a dedicated email address related to the program, and file sharing protocols.
- Acknowledging receipts of the application and entering it into the tracking system.
- Reviewing the documentation for each item of the application and verifying invoices, checks, purchase orders, pay stubs and/or timesheets.
- Verifying the calculations for each item.
- Reviewing the eligibility of each item, as regards to federal and County guidance.
- As necessary, reaching out to the local unit for clarification, correction, or missing documentation.
- Doing a final review of each application with the extended review team.
- If necessary, discussing the eligibility of specific items.
- Sending the applications with detailed commentary and a Recommendation Letter.
- Periodically providing updated tracking summary, showing the status of all applications and the remaining CARES allocation for each local unit.

**Eligibility Questions**

- Acknowledging receipt of eligibility questions and entering them into a consolidated file.
- Holding Review Team meetings weekly to discuss the items and develop a recommendation. As needed, reaching out to the local unit for more information.
- Sending a summary of eligibility questions along with our recommendations. The client and NW Financial may have a conference call to discuss or the client may provide a sign-off on the recommendations via email.
- Reaching out to the local units with the results of their questions.

**EXPERIENCE WITH SMALL BUSINESS GRANT PROGRAMS:**

NW Financial served as financial advisor to the counties of Bergen and Hudson in connection with their small business grant programs.

**County of Bergen:** NW Financial worked with the County to create and implement its small business grant program as it related to CARES Act federal funding. NW Financial professionals were the final reviewers of each application before sending to the County for payment. The grant program ran from July 2020 until January 2021. \$55.6 million was awarded through the program, benefiting over 3,900 businesses.

**County of Hudson:** NW Financial worked with the County to create and implement its system. NW Financial professionals were intimately involved in creating the eligibility requirements and guidelines. NW Financial worked with the County's IT professionals to create the online portal. All applications were reviewed by NW professionals and submitted to the County for approval and payment. The grant program was open during August 2020. \$11.4 million was awarded through the program, benefiting over 1,000 businesses.

**RENEWABLE ENERGY INITIATIVES:**

NW Financial is providing innovative renewable energy and energy project financing strategies to local and regional governments that are designed to achieve savings through reduced power consumption, the generation of income through the sale of SRECs, and lower utility rates. Strategies include public ownership, public-private partnerships, private ownership, and the utilization of power purchase agreements, the issuance of tax-exempt and taxable debt, and the "pooling" of local governments into a single financing or power purchase agreement to take advantage of economies of scale.

Projects include:

- Solar panels on roofs, parking facilities and available open space
- Wind turbines
- Hydroelectricity and micro hydro
- Biomass and biofuels projects
- Geothermal technologies
- Lighting, HVAC, window, and structural retrofit
- Emerging technologies

## 6. COMPENSATION

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For financial advisory services rendered in connection with the sale of bonds and notes, NW Financial proposes to be compensated based on the following schedule:

**1. Bonds/Notes:**

For the issuance of Redevelopment Area Bonds or HMFA Bonds, NW Financial proposes to be compensated \$1/1000 with a minimum of \$15,000 plus reasonable out of pocket expenses. This amount shall be payable at the closing of the proposed bond issuance. NW Financial will not invoice unless the bond issuance is finalized and closed.

**2. Consulting:**

For general consulting services provided on projects other than the sale of bonds or notes, NW's compensation will be based upon the following hourly rates not to exceed \$15,000. Invoices will be forwarded monthly with a compilation of hours expended and tasks

<u>Position</u>	<u>Hourly Rate (\$/hour)</u>
Principal	\$240
Managing Director	\$215
Senior Vice President	\$205
Vice President	\$200
Associate/ Analyst	\$195

## **APPENDIX A. REQUIRED DOCUMENTS**

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## STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☒ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 4 day of March, 2022

(Notary Public)

My Commission expires:

LISA PETROSKY-MUCKLE  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES 02/10/2027

(Affiant)

Dennis J. Enright, Principal  
(Print name & title of affiant)

(Corporate Seal)



# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.

## Part I - Vendor Information

Vendor Name:	NW Financial Group, LLC		
Address:	2 Hudson Place, 3rd Floor		
City:	Hoboken	State:	NJ
		Zip:	07030

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

  
Signature

Dennis J. Enright  
Printed Name

Principal  
Title

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$
Dennis J. Enright	NJ Residents for Good Government	03/25/2021	600
Dennis J. Enright	Good Government Committee	03/25/2021	5,000
Dennis J. Enright	Cornerstone PAC	05/27/2021	2,800
Dennis J. Enright	Good Government Committee	05/27/2021	2,800
Dennis J. Enright	NJ Priorities	05/27/2021	2,800
Dennis J. Enright	Good Government Committee	10/11/2021	2,200
Dennis J. Enright	NJ Priorities	10/11/2021	2,800
Dennis J. Enright	NJ Taxpayer Coalition	10/11/2021	2,500
Dennis J. Enright	Cornerstone PAC	01/22/2022	2,000
Dennis J. Enright	Organization for Economic Growth	01/22/2022	1,000
Dennis J. Enright	Women's Political Caucus	03/02/2022	600
Dennis J. Enright	NJ Priorities	03/02/2022	5,000

☐ Check here if the information is continued on subsequent page(s)



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** NW FINANCIAL GROUP, L.L.C.

**Trade Name:**

**Address:** 2 HUDSON PLACE  
HOBOKEN, NJ 07030

**Certificate Number:** 0084838

**Effective Date:** June 26, 1996

**Date of Issuance:** January 14, 2022

**For Office Use Only:**

20220114125835044



## Certificate of Current MSRB Registration

The Municipal Securities Rulemaking Board (MSRB) certifies that the organization listed below is registered with the MSRB as of the date of this letter.

<b>MSRB ID:</b>	K0438	<b>Registration Date:</b>	December 28, 2010
<b>Registration Type:</b>	Municipal Advisor	<b>Company Name:</b>	NW Financial Group, LLC

This certificate may be verified by contacting the MSRB Product Operations Department at (703) 797-6668 or by email to [msrb-support@msrb.org](mailto:msrb-support@msrb.org)

Signature: Stephanie Braddell

Name: Stephanie Braddell, Operations Manager

Date: November 25, 2014



## State of New Jersey

**PHIL MURPHY**  
*Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES  
P.O. BOX 026

**SHEILA OLIVER**  
*Lt. Governor*

TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

**ELIZABETH MAHER MUOIO**  
*State Treasurer*

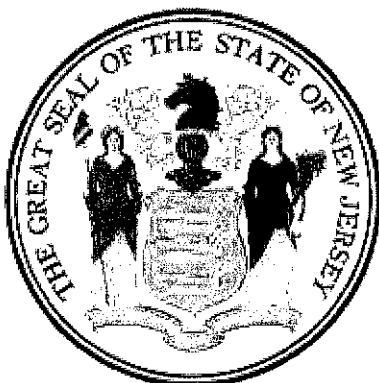
### APPROVED

*under the*  
Small Business Set-Aside Act

This certificate acknowledges NW FINANCIAL GROUP, L.L.C. as a Category 2 approved Small Business (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14..

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered Small businesses. If the business seeks to be registered again, it will have to reapply and complete a new application.



Peter Lowicki  
Deputy Director

Issued: 12/2/2021  
Certification Number: A0191-74

**Expiration: 12/2/2024**  
The expiration date is contingent on the proper and on-time filing of all Annual Verifications. Please see above for more detail.

**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES  
SHORT FORM STANDING**

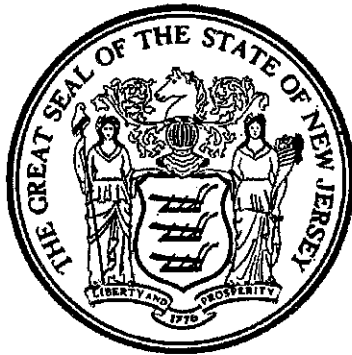
**NW FINANCIAL GROUP, L.L.C.**  
0600027260

*I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Limited Liability Company was registered by this office on April 30, 1996.*

*As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.*

*I further certify that the registered agent and office are:*

DENNIS ENRIGHT  
2 HUDSON PLACE  
3RD FLOOR  
HOBOKEN, NJ 07030



*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
my Official Seal at Trenton, this  
7th day of August, 2020*

Elizabeth Maher Muoio  
State Treasurer

Certificate Number : 6109932113

Verify this certificate online at

[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

Certification 45453

**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-SEP-2017** to **15-SEP-2024**

**NW FINANCIAL GROUP, LLC**  
**2 HUDSON PLACE**  
**HOBOKEN**

**NJ 07030**



*Ford M. Scudder*

**FORD M. SCUDDER**  
State Treasurer

## **ANTI-HARASSMENT/ ANTI-DISCRIMINATION POLICY & REPORTING PROCEDURE**

NW Financial Group LLC is an equal employment opportunity employer. It is the policy of NW Financial to make employment decisions without regard to race, color, religion, sex, age, national origin disability, sexual orientation, marital status or any other protected category.

It is the policy of NW Financial Group (The "Company") that all employees should be able to enjoy a work environment free from all forms of discrimination, including harassment. As such, the Company is committed to vigorously enforcing their Anti-harassment/Anti-discrimination Policy. This policy applies to all employees of the organization (without regard to position) and individuals not directly connected to the Company (e.g., an outside vendor, consultant, customer or guest).

Title VII of the Civil Rights Act of 1964, the ADEA and the ADA prohibit employment discrimination based on race, color, religion, disability, sex, age, or national origin. Harassment is considered a form of discrimination and is specifically included among the prohibitions under Title VII of the Civil Rights Act of 1964. This policy prohibits discrimination and harassment on these as well as on the basis of familial status, marital status and on any other basis that may become illegal. In addition, retaliation or reprisal taken against anyone who has expressed concern about harassment or discrimination against the individual raising the concern is illegal.

The Equal Employment Opportunity Commission (EEOC) has defined one form of harassment, sexual harassment, as "unwelcome sexual advances, requests for sexual favors, sexual comments, or other verbal or physical acts of a sexual or sex-based nature including, but not limited to drawings, pictures, jokes, and/or teasing where (1) submission to such conduct is made either explicitly or implicitly a term or a condition of an individual's employment; (2) an employment decision is based on an individual's acceptance or rejection of such conduct; or (3) such conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment."

Our Anti-harassment/Anti-discrimination Policy prohibits all forms of harassment, discrimination and/or retaliation by any individual employed by, doing business with or for, or visiting the Company. Employees who believe they have been the subject of harassment, discrimination and/or retaliation or an employee who may have been a witness to harassment and/or retaliation must report the incident immediately to a manager of the Company. Those who have an immediate need to know, including the alleged target of harassment or retaliation, the alleged harassers or retaliators, and any witnesses will be informed of the identity of the complainant. All individuals contacted in the course of an investigation will be advised that all persons contacted during the investigation are entitled to respect and that any retaliation or reprisal against an individual who is an alleged target of harassment or retaliation, who has made a complaint, or who has provided information in connection with a complaint, is a separate violation of the Company's policy. All information will be disclosed only on a need-to-know basis to allow the Company to investigate and resolve the incident. The Company recognizes the serious nature of harassment and discrimination and will endeavor to protect; as is possible, the

employee who may have been subjected to harassment or discrimination, any witnesses and the party against whom allegations have been made. Confidentiality depends on all parties agreeing not to discuss the investigation with others. The Company will take reasonable steps to repair the reputation of anyone who is falsely accused.

Harassment and discrimination are unlawful and have a negative impact on employees. Violation of the Anti-harassment Policy/Anti-discrimination will not be tolerated by the Company and may result in discipline up to and including termination. Offensive acts or conduct have no legitimate business purpose; accordingly, any employee, regardless of his/her position within the Company, who it is determined has engaged in such conduct will be made to bear the full responsibility for such unlawful conduct.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/11/2021

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

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

<b>PRODUCER</b> D & O Partners, Inc. 1140 Bloomfield Avenue. Suite 219 West Caldwell NJ 07006		<b>CONTACT NAME:</b> David Ratner <b>PHONE (A/C No. Ext):</b> 973-521-7051 <b>FAX (A/C No.):</b> <b>E-MAIL ADDRESS:</b> david@dopartners.com <b>PRODUCER CUSTOMER ID #:</b>	
<b>INSURED</b> NW Financial Group LLC 2 Hudson Place, 3rd Floor Hoboken NJ 07030		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Lloyds of London <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		N/A			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		N/A			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE RETENTION \$		N/A			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below		N/A			<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
X	Professional Liability		10143L211039	11/05/2021	11/05/2022	Limit: \$2,000,000 / \$2,000,000 Retention: \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Solely in the performance of providing Management Consulting Services for others for a fee

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Ratner



NWFINAN-01

VVECCHIONE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2021

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

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

<b>PRODUCER</b> Otterstedt Insurance Agency Inc. 540 Sylvan Avenue Englewood Cliffs, NJ 07632		<b>CONTACT NAME:</b> Vanessa Vecchione <b>PHONE (A/C, No, Ext):</b> 1635 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> vvecchione@otterstedt.com		
<b>INSURED</b>  NW Financial Group, LLC 2 Hudson Place, 3rd Floor Hoboken, NJ 07030		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : Sentinel Insurance Company, Ltd.		11000
		INSURER B : Hartford		00914
		INSURER C : North American Capacity Insurance Company		25038
		INSURER D : Great American		16691
		INSURER E :		
INSURER F :				

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> see OthCov section  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		13SBAAB5679	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 **HNOA Liab. \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input checked="" type="checkbox"/> DED RETENTION \$ 0			13SBAAB5679	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	13WBCBN0099	6/1/2021	6/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber Liability			C-4LXL-086422	4/7/2021	4/7/2022	See Remarks
D	Crime			FS E696387 00 00	4/7/2021	4/7/2022	See Remarks

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*\*HNOA Liab.-Hired and Non-Owned Automobile Liability Coverage.

City of Clifton is added as 'Additional Insured' per form IH1200 (11/85).

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



NW FINANCIAL GROUP, LLC

2 Hudson Place  
Hoboken, NJ 07030

Tel (201) 656-0115  
Fax (201) 656-4905

**CERTIFICATE IN CONNECTION  
WITH RULE G-42 OF THE  
MUNICIPAL SECURITIES RULEMAKING BOARD**

We are writing this to provide you, the \_\_\_\_\_, \_\_\_\_\_ (the "Issuer"), with certain disclosures relating to the \_\_\_\_\_ (the "Project"), as required by Municipal Securities Rulemaking Board ("MSRB") Rule G-42 in accordance with MSRB Notice 2016-03 (January 13, 2016), which became effective June 23, 2016 for transactions that price on or after such date. The Issuer has engaged NW Financial Group, LLC (the "Municipal Advisor") to serve as a municipal advisor in connection with the issuance of the Project.

The undersigned, a duly authorized representative of the Municipal Advisor, HEREBY CERTIFIES, in accordance with Rule G-42 of the Municipal Securities Rulemaking Board, and in connection with the issuance of the Project, that:

- (i) There are no known material conflicts of interest known to the Municipal Advisor in connection with the Scope of Services.
- (ii) The Municipal Advisor shall deal fairly with all persons and shall not engage in any deceptive, dishonest, or unfair practice
- (iii) There are no legal or disciplinary events that are material to the Issuer's evaluation of the Municipal Advisor or the integrity of the Municipal Advisor's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC
- (iv) The Municipal Advisor has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC
- (v) As required by MSRB Rule G-42, this letter may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Municipal Advisor. The Municipal Advisor will provide the Issuer with any such supplement or amendment as it becomes available throughout the term of the Agreement.
- (vi) NW Capital Markets Inc. ("NW Capital"), an affiliate company of NW Financial Group, LLC, is a broker/dealer which from time to time underwrites municipal bonds for a variety of issuers. However, at this time, NW Capital does not have any pending transactions which would be conflicts of interest for the Issuer.

If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your legal advisors, as applicable, to the extent you deem appropriate. It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

We are required to seek your acknowledgement that you have received this letter. Accordingly, please sign and return the enclosed copy of the letter. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

NW Financial Group, LLC

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

Acknowledged as of the date hereof:

ISSUER \_\_\_\_\_

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

Title: \_\_\_\_\_

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AWARDING CONTRACT NO. 22-04-DJ9 TO THE LAW FIRM PAUL V. FERNICOLA & ASSOCIATES, LLC TO PROVIDE SPECIAL LEGAL SERVICES IN ALL PROJECT AREAS**

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

**WHEREAS**, in furtherance of the goals and objectives of the Redevelopment Law, the Agency requires the services of firms to provide special legal services in connection with certain projects throughout the City (the "**Special Legal Services**"); and

**WHEREAS**, Paul V. Fernicola & Associates, LLC ("PVFA") possesses the skills and expertise to perform the Special Legal Services; and

**WHEREAS**, the Agency desires to enter into a professional services contract with PVFA (the "**Contract**") to perform the Special Legal Services for a total amount not to exceed Fifty Thousand Dollars (\$50,000) to be paid in accordance with the terms and conditions on file with the Agency; and

**WHEREAS**, the Agency certifies that it has funds available to pay the costs of the Special Legal Services; and

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

**WHEREAS**, PVFA has completed and submitted a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the City in the previous year, and acknowledges that the Contract will prohibit PVFA from making any reportable contributions through the term of the Contract; and

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

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

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

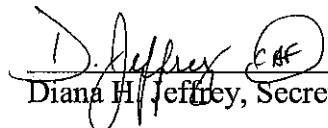
**Section 2.** The Board of Commissioners hereby awards a contract to PVFA for a term of one (1) year, payable in accordance with the terms and conditions on file with the Agency, and for a contract amount not to exceed Fifty Thousand Dollars (\$50,000), subject to the terms and conditions set forth in the Agency's form professional services agreement, together with any such

additions, deletions and/or modifications as may be necessary and/or desirable in consultation with counsel to the Agency.

**Section 3.** The Chairman, Vice-Chair, Executive Director and/or Secretary are each 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 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 April 19, 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	✓			

# PAUL V. FERNICOLA & ASSOCIATES, LLC

ATTORNEYS AT LAW  
219 BROAD STREET  
RED BANK, NEW JERSEY 07701

(732) 345-0600

FAX (732) 345-5117

E-MAIL: [FIRM@FERNICOLALAW.COM](mailto:FIRM@FERNICOLALAW.COM)

DIRECT EMAIL [PVF@FERNICOLALAW.COM](mailto:PVF@FERNICOLALAW.COM)

PAUL V. FERNICOLA  
CERTIFIED BY THE NJ SUPREME COURT  
AS A CIVIL TRIAL ATTORNEY

ROBERT E. MOORE

OUR FILE:

April 11, 2022

Diana H. Jeffrey, Executive Director  
Jersey City Redevelopment Agency  
66 York Street  
Jersey City, New Jersey 07302

## **Re: Request for Proposal to Jersey City Redevelopment Agency**

Dear Ms. Jeffrey:

The law firm of Paul V. Fernicola & Associates, LLC through its member, Paul V. Fernicola, Esq., is proud to submit this proposal to the Jersey City Redevelopment Agency for the provision of legal services related to Condemnation/Eminent Domain matters.

### **FIRM PROFILE**

The law firm of Paul V. Fernicola & Associates, LLC was founded on April 1, 2008 by its principal, Paul V. Fernicola, Esq. Mr. Fernicola had been a founding partner of the firm of Bowe & Fernicola, LLC in July 2002, after being a longtime partner at the law firm of Giordano, Halleran & Ciesla. The law firm currently employs an associate attorney, Robert E. Moore, Esq., who was the former law clerk to the Honorable Louis Locascio, J.S.C., Superior Court of New Jersey, Monmouth County and support staff of a full-time legal secretary and real estate paralegal, as well, as a part-time clerk.

In 2012, Mr. Fernicola was selected as a Super Lawyer in New Jersey. Super Lawyers is a rating service of outstanding lawyers who have attained a high-degree of peer recognition and professional achievement. The selection process is multi-phased and includes independent research, peer nominations and peer evaluations. The New Jersey Supreme Court appointed a Special Master to examine the details of the Super Lawyers rating process. The Supreme Court upheld the findings of the Special Master that "(T)he Super Lawyers selection process is a comprehensive, good-faith and detailed attempt to produce a list of lawyers that have attained high peer recognition, meet ethical standards, and have demonstrated some degree of achievement in their field."

## PAUL V. FERNICOLA & ASSOCIATES, LLC

Diana H. Jeffrey, Executive Director

April 11, 2022

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Paul V. Fernicola, Esq., was granted the designation of a Certified Civil Trial Attorney by the Supreme Court of New Jersey based upon the demonstration of primary responsibility for a number of condemnation trials in the Superior Court of New Jersey and the successful completion of a written examination concerning various aspects of trial practice. Mr. Fernicola graduated from Georgetown University School of Business Administration with a BS degree in financing in 1986 and Pepperdine University School of Law with a JD degree in 1989.

Mr. Fernicola has concentrated his practice in the area of eminent domain proceedings since 1993 while an associate and then shareholder/partner of the law firm of Giordano, Halleran & Ciesla, P.C., Middletown, New Jersey.

Mr. Fernicola estimates that he has tried approximately 100 condemnation cases to jury verdict for both taking agencies and property owners.

The following is a summary of condemnation projects in which Mr. Fernicola represented various taking agencies:

(1) In 1988, the Casino Reinvestment Development Authority designated the Northeast Inlet section of the City of Atlantic City as "in need of redevelopment" due to urban blight. This redevelopment plan was entitled the "Northeast Inlet Redevelopment Plan," and 414 commercial and residential properties were identified for acquisition by the Casino Reinvestment Development Authority. Mr. Fernicola was lead counsel for all facets of this redevelopment project, including, but not limited to, valuation of environmentally contaminated properties in eminent domain proceedings, negotiations of the amicable purchase of the properties in lieu of condemnation, and the institution of and jury trials of numerous condemnation proceedings in the Superior Court of New Jersey, Atlantic County for the acquisition of a total of 212 separate properties.

(2) In 2000, Mr. Fernicola was appointed as Special Counsel to the City of Long Branch on its oceanfront redevelopment project. This redevelopment area contained over 50 acres of oceanfront parcels subdivided into several hundred properties, including hotels, restaurants, apartments, rooming houses, single family homes, and various commercial properties. Mr. Fernicola commenced condemnation actions and tried a substantial number of jury trials in the Superior Court of New Jersey, Monmouth County for properties acquired by the City's power of eminent domain located in the Long Branch oceanfront redevelopment zone.

(3) Mr. Fernicola served as Special Condemnation Counsel to the Harrison Redevelopment Agency. The Town of Harrison designated a 250-acre area as the Harrison Waterfront Redevelopment Area. The redevelopment area primarily consisted of old industrial properties which had significant environmental contamination related to the manufacturing processes used in the early 20<sup>th</sup> century when the Town of Harrison was the center of industrial manufacturing in the northeast.



## PAUL V. FERNICOLA & ASSOCIATES, LLC

Diana H. Jeffrey, Executive Director

April 11, 2022

Page 3

(4) Mr. Fernicola served as Special Condemnation Counsel to Long Beach Township. As a result of the substantial damage from Superstorm Sandy, the United States Army Corp of Engineers ("USACEO") along with the New Jersey Department of Environmental Protections intended to construct an expanded beach and 22-foot-high dune throughout Long Beach Island. Mr. Fernicola served as the Township's condemnation counsel to acquire shore protection easements and pedestrian beach access easements along Long Beach Township's entire oceanfront.

(5) Mr. Fernicola has served as Special Condemnation Counsel to the Borough of Neptune City which had designated a section of the Borough as the Steiner Avenue Redevelopment Area as an area in need of redevelopment.

(6) Mr. Fernicola served as Special Condemnation Counsel to the Union City Redevelopment Authority, Borough of Ship Bottom Borough of Fieldsboro, and the Borough of Madison.

In addition, Mr. Fernicola has served as condemnation counsel to numerous property owners throughout the State, including, but not limited to, a significant number of property owners in the City of Asbury Park, and K Hovnanian Homes, Edgewater Properties, US Home Corporation, Ironstate Development Corporation, Estate of Doris Duke, Pizza Hut, American Continental Property of New Jersey, Walters Development, and Sakura Bank.

Mr. Fernicola has been invited as a guest lecturer at Monmouth University, West Long Branch, New Jersey where he lectured on eminent domain litigation to graduate students at the University. Mr. Fernicola has also taught continuing education courses entitled "Fundamentals of Condemnation Law" for attorneys, appraisers, and other professionals, and he has provided legal commentary to a New Jersey radio station on condemnation and redevelopment issues.

Mr. Fernicola also served as Redevelopment Counsel to the Borough of Allenhurst and the Borough of Neptune City with regard to these municipalities' separate redevelopment zones.

Mr. Fernicola also served as Special Condemnation Counsel to the Borough of Mantoloking for the acquisition of perpetual beach easements needed for the construction of dunes for shore protection in the Borough of Mantoloking.

Mr. Fernicola is the municipal attorney for the Borough of Deal and he has defended the Borough of Deal on various tax appeals, including the Borough of Deal's largest assessment of an individual property which exceeded the assessed value of \$13,000,000.

Mr. Fernicola is also the Mayor of the Village of Loch Arbour.

Robert E. Moore, Esq. graduated from Villanova University with a BS degree and graduated from Seton Hall University School of Law with a JD degree in 2004. He is the former

PAUL V. FERNICOLA & ASSOCIATES, LLC

Diana H. Jeffrey, Executive Director

April 11, 2022

Page 4

law clerk to the Honorable Louis F. Locascio, Superior Court of New Jersey, Monmouth County. He has worked with Mr. Fernicola since September 2005 upon completing his judicial clerkship with Judge Locascio. Mr. Moore has assisted Mr. Fernicola in the preparation of various legal briefs for condemnation trials on behalf of condemning agencies and property owners since commencing his employment with the law firm in September 2005.

Very truly yours,

/c/ Paul V. Fernicola. Esq.  
PAUL V. FERNICOLA, ESQ.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AWARDING CONTRACT NO. 22-04-DJ10 TO THE LAW FIRM SCHENCK, PRICE, SMITH & KING, LLP TO PROVIDE SPECIAL LEGAL SERVICES IN ALL PROJECT AREAS**

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

**WHEREAS**, in furtherance of the goals and objectives of the Redevelopment Law, the Agency requires the services of firms to provide special legal services in connection with certain projects throughout the City (the “Special Legal Services”); and

**WHEREAS**, Schenck, Price, Smith & King, LLP (“SPSK”) possesses the skills and expertise to perform the Special Legal Services; and

**WHEREAS**, the Agency desires to enter into a professional services contract with SPSK (the “Contract”) to perform the Special Legal Services for a total amount not to exceed Fifty Thousand Dollars (\$50,000) to be paid in accordance with the terms and conditions on file with the Agency; and

**WHEREAS**, the Agency certifies that it has funds available to pay the costs of the Special Legal Services; and

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

**WHEREAS**, SPSK has completed and submitted a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the City in the previous year, and acknowledges that the Contract will prohibit SPSK from making any reportable contributions through the term of the Contract; and

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

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

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

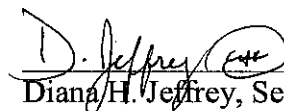
**Section 2.** The Board of Commissioners hereby awards a contract to SPSK for a term of one (1) year, payable in accordance with the terms and conditions on file with the Agency, and for a contract amount not to exceed Fifty Thousand Dollars (\$50,000), subject to the terms and conditions set forth in the Agency’s form professional services agreement, together with any such

additions, deletions and/or modifications as may be necessary and/or desirable in consultation with counsel to the Agency.

**Section 3.** The Chairman, Vice-Chair, Executive Director and/or Secretary are each 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 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 April 19, 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	✓			

# **SCHENCK PRICE SMITH & KING, LLP**

**PROPOSAL AND STATEMENT OF QUALIFICATION**

**FOR**

**REDEVELOPMENT ATTORNEY**

**TO**

**THE JERSEY CITY REDEVELOPMENT AGENCY**

**TO: The Jersey City Redevelopment Agency  
Attn: Diana Jeffrey, Executive Director  
4 Jackson Square  
Jersey City, New Jersey 07305**

**SUBMITTED BY:**

**SCHENCK PRICE SMITH & KING, LLP  
220 Park Avenue  
P.O. Box 991  
Florham Park, NJ 07932-0991**

**Dated: April 12, 2022**

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## 1.0 EXECUTIVE SUMMARY

We are pleased to submit this proposal to provide redevelopment counsel services to the Jersey City Redevelopment Agency (hereinafter the "Redevelopment Agency"), which will include ongoing legal advice and legal representation in litigation when necessary.

Great success is often accompanied by a significant amount of redevelopment with a variety of parties, including, but not limited to business entities and individuals. To handle these matters, the Redevelopment Agency understands the need to procure the services of a high-quality, full-service law firm with tried and tested redevelopment/land use attorneys that understand the ins-and-outs of corporate America's boardrooms, the intricacies and complexities of the construction site, and the sensibilities and pragmatism of "Main Street" business owners and residents. Schenck, Price, Smith & King, LLP (hereinafter referred to as "Schenck Price" or the "Firm") is the best firm for that job.

Schenck Price is a proud New Jersey limited liability partnership and full-service law firm conveniently located at 200 Park Avenue, Florham Park, New Jersey 07932. Founded 107 years ago as the firm of King & Vogt, a two (2) person law firm in Morristown, Schenck Price has grown exponentially to approximately eighty (80) attorneys, all of whom pride themselves on superior client service and quality workmanship. Although we have experienced significant growth, we have been careful to never lose our small-firm charm. Schenck Price offers its clients a rare combination of comfortable size and a broad range of high-quality services that afford unique benefits to our clients.

Schenck Price provides high-quality legal services in numerous areas of law. The Firm has a long history of legal excellence in the areas of commercial litigation, labor and employment law, corporate governance, redevelopment, health care, education, construction, trust and estate planning, corporate law, real estate, insurance defense, banking, telecommunications, technology and environmental law.

This diversity of practice has also led to a diversity of clientele. Schenck Price services numerous public education institutions, public entities and municipalities, not-for-profits, Fortune 500 corporations, closely-held and family businesses, and individual clients. Among our public-sector clients are three (3) counties, two (2) cities, thirteen (13) towns and municipalities, forty-two (42) boards of education, and five (5) higher education institutions.

The members of the Firm's Redevelopment/Land Use practice group are highly-qualified attorneys that are well-versed in the numerous practice areas within our firm and adept at representing our diverse clientele. They also possess a commodity prized among Schenck Price's clients: years of experience trying, not merely litigating or managing, disputes.

Schenck Price's legal acumen and experience are not its only assets, however. The Firm is financially strong and observes the highest standards of ethics. Our attorneys have not been adjudicated liable for professional malpractice. The Firm has never been involved in a bankruptcy or re-organization proceeding. Additionally, Schenck Price abides by all local, state and federal

laws and regulations, including, but not limited to, affirmative action and equal opportunity requirements.

We believe that Schenck Price is a shining example of a highly-skilled, conscientious firm capable of meeting and exceeding the Redevelopment Agency's redevelopment needs. It is our competence, resources, experience and scrupulousness that make us the perfect candidate to represent the Redevelopment Agency in its redevelopment matters. We believe that our services can help the Redevelopment Agency continue to write its success story.

## **2.0 REDEVELOPMENT/LAND USE COUNSEL SERVICES**

As discussed in detail below, our Firm has expertise in all aspects of redevelopment/land use law, and we have the resources to meet all required demands and deadlines. We take pride in our efficiency, which translates to cost savings for our clients. While the size of our Firm assures easy client access to our quality legal services and our expertise, we provide the personalized attention to our clients that is characteristic of smaller firms.

### **2.1 Redevelopment/Land Use Brand**

Schenck Price's attorneys have appeared before most of the planning and zoning boards in New Jersey, as well as county planning boards. We help our clients navigate the often-challenging path through permits and approvals. In addition, we handle disputes with municipalities and have regular interaction with state regulatory agencies relating to land use, including the State of New Jersey Department of Environmental Protection and the Highlands Council. Our attorneys have the unique experience and perspective of representing many municipalities and planning and zoning boards. This allows us to understand the government's perspective, allowing us to find the most efficient way of handling approvals.

In recent years, a significant amount of our land use work also involves redevelopment applications. Our expertise in redevelopment applications includes short term PILOT programs, long term tax abatements, Garden State Growth Zone Incentives, and Redevelopment Area Bond financing. The relationships we have developed in the redevelopment area extend all over Northern, Central and Southern New Jersey.

### **2.2 Representative Matters and Clients**

Schenck Price has a long history of providing land use and redevelopment services to municipalities and other public entities. We currently provide legal services to the three (3) counties, two (2) cities and thirteen (13) towns and municipalities. We also provide legal services to forty-two (42) boards of education, and five (5) higher education institutions.

We serve as land use and redevelopment counsel to several large corporations. Some of the noteworthy matters that our land use and redevelopment team has handled for Schenck Price's clients and representative matters include:



- Created numerous, successful redevelopment zones in northwestern New Jersey representing municipalities.
- Represented public and privately-owned real estate development companies in brownfield redevelopments in Kearny, New Jersey and Elizabeth, New Jersey.
- Represented an entrepreneur real estate developer in the redevelopment of a former manufacturing facility into a big box retail store in Orangeburg, New York.
- Represented residential real estate operator and a private equity firm in restructuring their condominium projects, including preparation of public offering statements and applications for registration as well as compliance with New Home Warranty and Builder Registration Act and regulations.
- Represented one of the nation's largest telecommunications companies in support of retail and wireless businesses including more than 250 leases for retail stores, wireless antenna facilities and offices; resolving disputes with landlords; due diligence, negotiation and implementation of real estate aspects of mergers and acquisitions; counseling on OSHA; marketing; eminent domain issues; and appealing land use approval decisions.
- Represented defense contractor in sale of surplus facilities including real estate and environmental issue.
- Represented regional manufacturing company in sale/leaseback of factory.
- Represented Morris Habitat for Humanity, Inc. in development of multi-family affordable housing projects in northern New Jersey, including acquisition of sites, use variance and site plan approvals, formation of condominiums and compliance with the Planned Real Estate Development Full Disclosure Act.
- Represented international food products company in acquisition of site and zoning approvals for 150,000 square foot manufacturing, warehouse and office facility.
- Retained to represent the City of Newark in connection with the breach of a redevelopment agreement entered into between the City and two redevelopers. The Firm has drafted a verified complaint for the City and assisted the City with drafting default notices issued to the redevelopers. If the redevelopers fail to cure their defaults or commence suit to prevent termination of the redevelopment agreements, this firm will represent the City in that litigation.

### **2.3 Team Structure/Key Team Member Experience and Qualifications**

James E. Polles, Esq. will be a main contact for all general counsel, land use and redevelopment-related matters. Assisted by Mr. Polles John E. Ursin, Esq., as well as Sean Monaghan, Esq., of the Firm's Land Use and Redevelopment Practice Group.

Mr. Polles has the ability to provide guidance for public entity clients that is grounded in the acknowledgement that property owners are desirous of making the most productive use of their property. In so saying, there will be important policy considerations as to size and scope of redevelopment projects presented to a municipality at any time that will likely impact the goals and objectives of private property owners. It is Mr. Polles's ability to navigate crucial concerns of the community, coupled with the desires of private property owners, that validate the results of his representation of municipalities regarding successful projects that have lead to a "shovel in the ground," whether they be multi-family, mixed-use residential and retail projects in downtown corridors, or industrial warehousing and related facilities. Mr. Polles is experienced with complex business and real estate transactions and frequently appears before zoning and planning boards as well as the New Jersey Department of Environmental Protection concerning all types of development, zoning and use issues.

With nearly a decade of local government, redevelopment and land use experience, Mr. Polles has extensive experience in all aspects of the redevelopment process, including but not limited to guiding municipalities and redevelopment agencies throughout the redevelopment process from working with municipal officials to designate an area as in need of redevelopment, through the negotiation of redevelopment and financial agreements, developer's agreements, dispositions of municipal property by way of purchase and sale agreements, and negotiating easements, parking agreements and related access agreements. Mr. Polles previously served as redevelopment counsel for multiple municipalities and redevelopment agencies, including as Redevelopment Counsel to the Woodbridge Redevelopment Agency, as well as municipal attorney, and planning and zoning board attorney. Mr. Polles currently serves as the Zoning Board of Adjustment Attorney for the Borough of Florham Park.

Mr. Ursin has extensive experience in a wide range of legal specialties. This experience and background have allowed him to provide valuable and efficient representation as general counsel to corporations, small business, local government entities, non-profit organizations, and family offices. Mr. Ursin counsels municipalities, school boards, and other public entities and has extensive experience with administrative, governance, and legislative aspects of government, including the Open Public Meetings Act and Open Public Records Act. He advises clients on redevelopment, Council on Affordable Housing and water and sewer utility issues.

Mr. Monaghan has more than thirty (30) years of experience in real estate, environmental and business law. He started his practice as a real estate lawyer and after working on significant real estate transactions of all sorts, developed a specialty in environmentally impacted real estate and business transactions. His practice also includes counseling clients with regard to regulatory compliance before state and federal agencies, including the New Jersey Department of Community Affairs, the United States Environmental Protection Agency and the New Jersey Department of Environmental Protection.

*See Appendix A for biographies/resumes of the team members.*

## **2.4 Understanding and Meeting the Redevelopment Agency's Needs**

Redevelopment and land use can be arduous and time-consuming. Schenck Price's particular expertise in this area of the law allows us to offer our clients prompt, reliable and efficient service and advice. We take pride in our efficiency, which translates to cost savings for our clients. Our goal is to provide easy client access and the personalized attention necessary to effectively and efficiently respond to the client's needs.

It is clear that the Redevelopment Agency has a sophisticated vision for redevelopment in Jersey City, while working in tandem with City Officials and other, required stakeholders. Schenck Price's breadth and depth of redevelopment, land use and general counsel services can act as a compliment to those services already available to the Redevelopment Agency, while also able to provide crucial insight and clear communication to the Redevelopment Agency with regard to the status and progress of any representative matters. We are confident that we can work with the Redevelopment Agency to articulate its goals, so that there is clear communication with redevelopers and that negotiation of redevelopment and related agreements are as fruitful as possible. Schenck Price's redevelopment and land use team has effectively represented the interests of public entities throughout the State of New Jersey, and we are confident that we can do the same for the Redevelopment Agency.

Schenck Price has the ability and resources (which includes more than eighty (80) attorneys and its paralegal staff) to handle all necessary deadlines, even the most complex of issues. The firm has handled extremely complicated land use and redevelopment matters. The Firm is particularly adept at properly managing all of its projects.

## **3.0 RELATED REQUIREMENTS**

Schenck Price acknowledges that it will be an independent contractor and not an employee of the Redevelopment Agency, and Schenck Price will take such action as is reasonably necessary to ensure its independent contractor status. Schenck Price will not use any subcontractor(s) with regard to its duties.

Schenck Price has no immediate relatives of the principals of Schenck Price who are Redevelopment Agency employees or elected officials of the Redevelopment Agency.

Schenck Price, neither as a firm nor any individuals that would be assigned to the engagement as Redevelopment Agency's Counsel, are suspended, or otherwise prohibited from professional practice by any federal, state or local agency.

Any services billed to the Redevelopment Agency will be billed at a rate of One Hundred Seventy-Five Dollars (\$175.00) per hour for Associates, Counsels or Partners. Any services billed to the escrow account of a redeveloper will be billed at a blended rate of Three Hundred Twenty-Five Dollars per hour (\$325.00) for Associates, Counsels or Partners.

#### **4.0 CONCLUSION**

Schenck, Price, Smith & King, LLP is a full-service law firm, serving clients in redevelopment arena in a broad range of capacities as discussed above. Enclosed for your review are some additional materials about our firm and attorneys. While this information will certainly give you a good overview of our practice, we welcome the opportunity to meet and discuss our ability to serve your needs in person.

Thank you for your kind consideration of our qualifications.

Respectfully submitted,

**SCHENCK, PRICE, SMITH & KING, LLP**

By: 

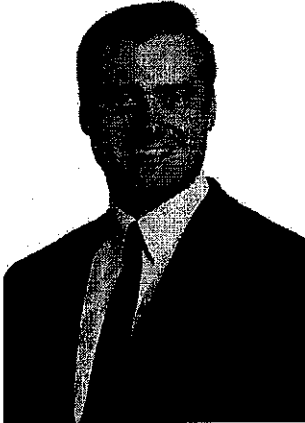
James E. Polles, Esq.

Dated: April 12, 2022

**APPENDIX A**  
**RESUME OF KEY EMPLOYEES**

# Schenck Price

— SCHENCK PRICE SMITH & KING, LLP —



## James E. Polles

### Counsel

Florham Park, New Jersey  
973-798-4948 direct dial  
973-540-7300 fax  
jep@spsk.com

### Practice Areas

Land Use and Redevelopment  
Environmental Law  
Corporate and Business Law  
Commercial Real Estate  
Commercial Leasing  
Government Law

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### Overview

James Polles concentrates his practice in real estate development, redevelopment and land use matters regarding industrial, commercial, residential and mixed-use real estate development projects. His extensive experience allows him to advise clients on both the planning elements of real estate development and all aspects of the redevelopment process, including but not limited to the negotiation of redevelopment agreements, developer's agreements, purchase and sale agreements, easements and related access agreements, and lease agreements, as well as representation of clients before various planning boards and agencies.

James's experience also includes the negotiation of short and long-term financial agreements governing payments in lieu of taxes and other incentive programs, in addition to representing borrowers in related financings and transactions.

James's knowledge of local government operation provides him a unique insight into the decision-making process of elected officials and key governmental employees, by way of his previous experience providing general and special counsel services for various municipalities and planning boards.

### Professional Recognition

- Selected to the 2021 and 2022 New Jersey Rising Stars \* list, featured in *New Jersey Monthly* magazine, in the field of Real Estate

### Professional, Business & Civic Affiliations

- Florham Park Zoning Board of Adjustment Attorney, 2021-present
- Member, New Jersey State Bar Association
- Member, Essex County Bar Association
- Member, Morris County Bar Association

### Publications & Presentations

- Speaker, NJICLE Land Use Update 2022, March 30, 2022
- Co-author, "Bergen County Improvement Authority Cannot Use the Local Redevelopment and Housing Law as a 'Shield' for the Local Public Contracts Law," July 22, 2024

- Author, "Recent Decision is a Warning for Real Estate Developers," July 13, 2021
- Author, " Governor Murphy Signs New Jersey Economic Recovery Act of 2020 Including Tax Credit Incentives for Real Estate Development," January 8, 2021

## **Admissions**

- New Jersey, 2011
- United States District Court for the District of New Jersey, 2011

## **Education**

- Ohio Northern University, J.D., 2011
  - Articles Research Editor, Ohio Northern University Law Review
- University of Scranton, B.S., *cum laude*, 2006

# Schenck Price

— SCHENCK PRICE SMITH & KING, LLP —



## John E. Ursin

### Partner

Florham Park, New Jersey  
Sparta, New Jersey  
973-295-3673 direct dial  
973-540-7300 fax  
jeu@spsk.com

### Practice Areas

Insurance Defense  
Government Law  
Corporate and Business Law  
Land Use and Redevelopment

## Overview

John E. Ursin is a rare corporate attorney, who has expertise in a wide range of legal specialties, including extensive first chair litigation experience. He provides value added, business focused and efficient representation as general counsel to corporations, small business, local government entities and non-profit organizations, including health care and senior living entities, as well as family offices.

John's transactional practice includes substantial commercial real estate, development, middle market mergers and acquisitions, and financing. He has represented some of the largest employers in Northwest New Jersey and has provided land use/redevelopment and financing guidance on some of the largest projects in the area and to client's interests regionally and nationally.

John leads a deal team that handles a wide range of mergers and acquisitions and financings, including private equity, peer-to-peer and succession transactions. These transactions range from local sole proprietors to significant corporate assets in New Jersey and nationally. In recent years alone, John has handled transactions totaling hundreds of millions of dollars.

It is unusual for an attorney with John's corporate experience and practice to also have experience in litigated matters. Yet John has been first chair on litigation representing individuals, companies and public entities in cases that involve premises liability, employment practices, director & officer issues, property issues, bidding and contractual disputes, and education issues. He has tried cases in these areas to verdicts, both in jury and bench trials. He continues to have an active insurance litigation practice, which includes defense and coverage. John represents local and regional banks and other financial institutions in litigation, foreclosure, commercial restructuring and workouts.

This diverse practice allows John to counsel businesses with a unique depth of confidence and conviction. Few attorneys who represent businesses can counsel their clients on employment, property, insurance and financing issues based upon their own litigation and trial experience. This experience also allows John to deeply understand risk management issues in transactions that relate to operational or litigation issues. He also has the advantage of a background in biochemistry, which allows him to be particularly adept at counseling companies in scientific and technology fields.

John is a member of the Firm's Corporate Practice, Insurance Defense, and Banking and Finance Practice Groups. He chairs Schenck Price's Government Law Practice Group, and the Firm's Land Use and Redevelopment Practice Group.

John counsels municipalities, school boards and other public entities and has extensive experience with administrative, governance and legislative aspects of government, including OPMA, OPRA and elections. He advises clients on redevelopment, highlands issues, plan conformance, COAH and water and sewer utilities. He is also involved with contractual disputes, union negotiations, employee discipline, civil service and PERC issues.



John's clients include multiple family offices, private equity entities, real estate developers, health care and senior living facilities, manufacturers, material suppliers, sports-related businesses, insurance companies, banks and government entities.

John is a member of Schenck Price's Management Committee.

## **Representative Matters**

- Achieved three jury trial victories in two years, including two in employment discrimination/New Jersey Law Against Discrimination lawsuits
- Represented a large multi-national corporate client in the acquisition of real estate for a new corporate headquarters, including all land use approvals and the resolution of significant utility issue saving the client in excess of two million dollars in municipal fees
- Represented a multi-national corporation in the purchase of a New Jersey company with a complex financing structure and significant environmental issues
- Represented a technology manufacturing company in a multi-national distribution agreement addressing all of the Intellectual Property issues
- Represented a start up company in a private stock placement
- Counseled one of New Jersey's largest landowners on purchases, corporate structure governance and preservation efforts
- Represented a regional bank in complex workouts, including related litigation and sale
- Represented local government in two of the largest and most complex tax appeals in northwest New Jersey involving a ski area and a quarry

## **Professional Recognition**

- Top 40 Attorneys Under 40 by *New Jersey Law Journal* 2007\*
- Repeatedly selected to the New Jersey Super Lawyers list, featured in *New Jersey Monthly* magazine, in the field of State/Local/Municipal Law\*

*\*No aspect of this advertisement has been approved by the Supreme Court of New Jersey. Click here to read Awards & Honors Methodology.*

## **Publications & Presentations**

- Presenter, "3 Ways to Protect Your Client's Greatest Asset," 2020 International DI Conference, October 20, 2020
- Webisode moderator, "The PANDEMIC: Today's Tragedy, Tomorrow's Liability," May 18, 2020
- Contributing author, June 2019 Legal Updates for Businesses
- Author, Financial Relief for Nonprofits under the CARES Act
- Contributing author, December 2017 Legal Updates for Businesses

## **Professional, Business & Civic Affiliations**

- President, Pope John High School's Endowment Board
- Chairman of the Board, Birth Haven
- Past Member, Board of Directors and General Counsel, Project Self-Sufficiency
- Past President of Sussex County Bar Association
- Past Chairman of the District X Fee Arbitration Committee
- Former Co-Chairman of the Perona Farm's Sussex County Game Dinner Committee
- Chairman, Finance Committee, Good Shepherd Church

**Fact**

John is a trusted advisor to companies and families, delivering thoughtful, business-oriented legal advice with a value-added service.

**Admissions**

- New Jersey, 1994
- United States Court of Appeals, Third Circuit, 1995
- United States District Court of New Jersey, 1994
- United States Supreme Court, 2000

**Education**

- Rutgers Law School, J.D., 1993
- University of Scranton, B.S., 1990

# Schenck Price

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SCHENCK PRICE SMITH & KING, LLP



## Sean Monaghan

**Partner**  
973-631-7856 direct dial  
973-540-7300 fax  
sm@spsk.com

**Practice Areas**  
Commercial Real Estate  
Environmental Law  
Land Use and Redevelopment

### Overview

Sean Monaghan has more than thirty years of experience in real estate, environmental and business law. He started his practice as a real estate lawyer and after working on significant real estate transactions of all sorts, developed a specialty in environmentally impacted real estate and business transactions. His practice also includes counseling clients with regard to regulatory compliance before state and federal agencies, including the New Jersey Department of Community Affairs, the United States Environmental Protection Agency and the New Jersey Department of Environmental Protection.

### Representative Matters

- Represented public and privately-owned real estate development companies in brownfield redevelopments in Kearny, New Jersey and Elizabeth, New Jersey.
- Represented an entrepreneur real estate developer in the redevelopment of a former manufacturing facility into a big box retail store in Orangeburg, New York.
- Represented residential real estate operator and a private equity firm in restructuring their condominium projects, including preparation of public offering statements and applications for registration as well as compliance with New Home Warranty and Builder Registration Act and regulations.
- Represented one of the nation's largest telecommunications companies in support of retail and wireless businesses including more than 250 leases for retail stores, wireless antenna facilities and offices; resolving disputes with landlords; due diligence, negotiation and implementation of real estate aspects of mergers and acquisitions; counseling on OSHA; marketing; eminent domain issues; and appealing land use approval decisions.
- Represented defense contractor in sale of surplus facilities including real estate and environmental issues.
- Represented regional manufacturing company in sale/leaseback of factory, acquisition of new headquarters and factory and disposition of former facility.
- Represented Morris Habitat for Humanity, Inc. in development of multi-family affordable housing projects in northern New Jersey, including acquisition of sites, use variance and site plan approvals, formation of condominiums and compliance with the Planned Real Estate Development Full Disclosure Act.
- Represented international food products company in acquisition of site and zoning approvals for 150,000 square foot manufacturing, warehouse and office facility.

### Professional Recognition

- Recognized in Chambers USA since 2010 as a leading New Jersey Lawyer in Environmental Law\*

- Repeatedly selected to the New Jersey Super Lawyers list, featured in *New Jersey Monthly* magazine, in the field of Environmental Law\*
- Included on the list of Morris/Essex Health & Life magazine's 2018, 2019, 2020 and 2021 "Top Lawyers" in Land Use and Environment\*

*\*No aspect of this advertisement has been approved by the Supreme Court of New Jersey. Click here to read Awards & Honors Methodology.*

## **Publications & Presentations**

- Author, "Permit Extension and Regulatory Deadline Extension," September 24, 2020
- Panelist, Brownfields Law at Morris County Economic Development Corporation Municipal Council Meeting, April 10, 2018
- Contributing author, March 2018 Legal Updates for Businesses
- Contributing author, December 2017 Legal Updates for Businesses
- Contributing author, June 2017 Legal Updates for Businesses
- Author, "The Death of the No Further Action Letter" *New Jersey Lawyer*, No. 305, April 2017
- Author, "Lead in Drinking Water -- Are We Looking in the Right Places?" *New Jersey Lawyer*, No. 302, October 2016, NJSBA
- Author, "A Potential ISRA Pitfall for the Unwary Buyers of a Business", NJSBA Business Law Section Newsletter, Vol. 38, No. 2, October 2014
- Lecturer and Panelist, Sophisticated Techniques for Solving Challenging Environmental Issues in Commercial Real Estate Transactions, NJICLE, September 30, 2014
- Lecturer and Panelist, Addressing Transactional Issues for the Environmental Lawyer, NJSBA Environmental Law Section Forum, June 21, 2014
- Author, Chapter 56 "New Jersey" in *Brownfields: A Comprehensive Guide to Redeveloping Contaminated Property*, Davis & Sherman, editors, 3rd Edition 2010, American Bar Association
- Author, "A Borrower's Guide to Lowering Corporate Environmental Liability," *The Journal of Corporate Accounting Finance*, Volume 4, No. 3, Spring, 1993, Executive Enterprises Publications Code, Inc.
- Author, CERCLA, RCRA., EPA and Lender Liability, *New Jersey Lawyer*, Volume I, No. 41, November 2, 1992, The New Jersey Lawyer, Inc.

## **Professional, Business & Civic Affiliations**

- Former Board member, chairman Policy Committee, pro bono attorney for environmental, land use and condominium law, Morris Habit for Humanity, Inc.

## **Fact**

Sean has worked at five law firms over the last 40 years and likes Schenck Price the best.

## **Admissions**

- New Jersey, 1983
- United States District Court of New Jersey, 1983

## **Education**

- Seton Hall University School of Law, J.D., *with honors*, 1983
- University of Pennsylvania, B.A., 1979

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

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

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

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

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

**WHEREAS**, in furtherance of the collective goals and based on the criteria set forth in the RFP and a thorough analysis of the respective proposals, on June 16, 2020, the Agency adopted Resolution No. 20-06-03 conditionally designating BRP Development Group (the “**Redeveloper**”) as the redeveloper for a portion of the Phase I Development Area, proposed development lots 25 and 31 (the “**Project Site**”), which designation was subsequently extended on January 18, 2022 by Resolution No. 22-01-04; and

**WHEREAS**, the Agency desires to extend Redeveloper’s designation as redeveloper of the Project Site until August 31, 2022, which date may be extended by the Executive Director in her sole discretion for one (1) additional period of sixty (60) days, so that the Agency and the Redeveloper may complete the negotiation of a redevelopment agreement for the redevelopment of the Project Site,

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

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

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

Executive Director in her sole discretion for one (1) additional period of sixty (60) days, to allow the Agency and the Redeveloper to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Project Site.

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

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

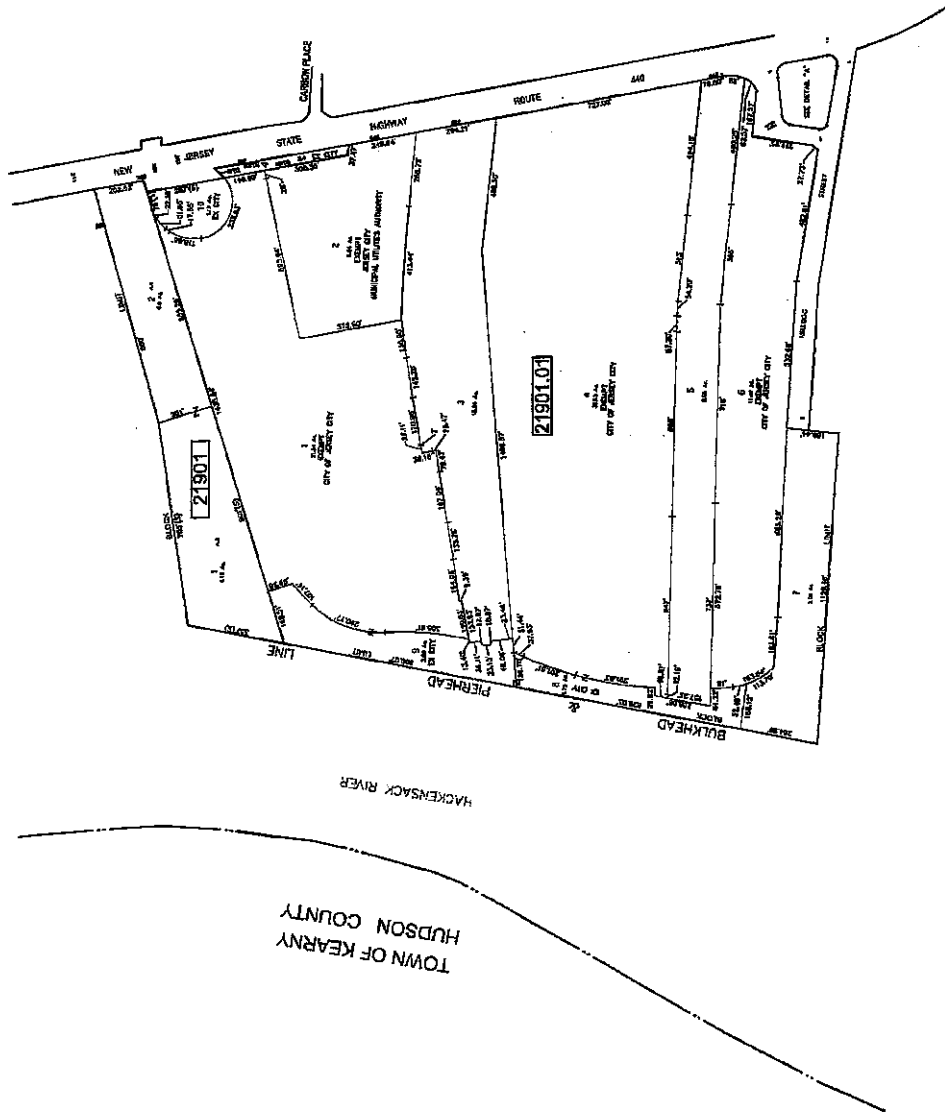
**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of April 19, 2022.**

  
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	✓			

SEE SHEET 160

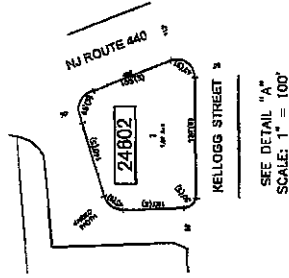
DATE	BY	REVISIONS	BLOCK	LOT
10/10/00	CHARLES A. MORRIS	1	21901	1
10/10/00	CHARLES A. MORRIS	2	21901	1
10/10/00	CHARLES A. MORRIS	3	21901	1
10/10/00	CHARLES A. MORRIS	4	21901	1
10/10/00	CHARLES A. MORRIS	5	21901	1
10/10/00	CHARLES A. MORRIS	6	21901	1
10/10/00	CHARLES A. MORRIS	7	21901	1
10/10/00	CHARLES A. MORRIS	8	21901	1
10/10/00	CHARLES A. MORRIS	9	21901	1
10/10/00	CHARLES A. MORRIS	10	21901	1



SEE SHEET 261

SEE SHEET 220

SEE SHEET 219.01



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

THIS MAP HAS BEEN REVISIONED, LINES COMPARED AND  
DRAWN IN ACCORDANCE WITH THE LATEST EDITION OF THE  
NEW JERSEY DEPARTMENT OF TREASURY, DIVISION OF TAXATION, MAPS AND COORDINATE SECTORS.

# TAX MAP

CITY OF JERSEY CITY  
HUDSON COUNTY, NEW JERSEY  
SCALE 1" = 200' AUGUST, 2008  
RICHARD A. MORRIS, P.E., P.L.S.  
TAX ASSOCIATES  
11 TRIDALL ROAD, ADDISON TOWNSHIP  
NEW JERSEY, 07416

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 988

ART - COMPTON 7813100

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

**WHEREAS**, on March 12, 2008, pursuant to Ordinance No. 08-025 and the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, the City of Jersey City (the “**City**”) adopted a redevelopment plan known as the Bayfront I Redevelopment Plan, which was amended pursuant to Ordinance No. 21-009 and which resulted in the Bayfront I Redevelopment Plan Amended and Restated, dated February 24, 2021 (the “**Redevelopment Plan**”) to effectuate and regulate the redevelopment of the Bayfront I Redevelopment Area (“**Bayfront**” or the “**Redevelopment Area**”); and

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

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

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

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

**WHEREAS**, on June 16, 2020, the Agency adopted Resolution No. 20-06-04 conditionally designating the joint venture known as Bayfront Development Partners, LLC, between Pennrose, LLC, and Omni America, LLC (collectively, and only collectively, the “**Redeveloper**”) as the redeveloper for a portion of the Phase 1 Development Area identified as Development Lots 26 and 32 (the “**Project Site**”) as depicted on Map 1, the “Block Identification Map” in the Redevelopment Plan, which designation was subsequently extended on December 21, 2021 pursuant to Resolution No. 21-12-11; and

**WHEREAS**, the Agency desires to further extend the Redeveloper’s designation as the redeveloper of the Project Site until May 31, 2022, which expiration date may be extended by the Executive Director in her sole discretion for one (1) additional period of thirty (30) days, so that



the Agency and the Redeveloper may complete the negotiation of a redevelopment agreement for the redevelopment of the Project Site,

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

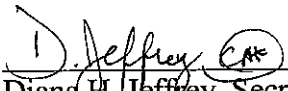
**Section 1.** The recitals hereto are hereby incorporated herein as if set forth at length.

**Section 2.** The designation as redeveloper of the Project Site previously granted to the Redeveloper is hereby extended until May 31, 2022, which expiration date may be extended by the Executive Director in her sole discretion for one (1) additional period of thirty (30) days, to allow the Agency and the Redeveloper to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Project Site.

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

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

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of April 19, 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 REAUTHORIZING PROFESSIONAL SERVICES CONTRACT NO. 21-04-MPN4 FOR SHORELINE DESIGN WITH PERKINS EASTMAN, DPC FOR PROFESSIONAL ARCHITECTURAL SERVICES WITH RESPECT TO THE BAYFRONT I REDEVELOPMENT AREA**

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

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

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

**WHEREAS**, pursuant to *N.J.S.A. 40A:11-5(1)(a)(i)* of the Local Public Contracts Law (the “**LPCL**”), the Agency and Perkins Eastman (“**Perkins**”) entered into Contract No. 21-04-MPN4 to provide architectural services for Bayfront shoreline improvements in coordination with the schematic design of the riverfront park including, but not limited to, schematic design, environmental permitting, implementation strategy and grant support, and overall team coordination, in order to further the Cooperation Agreement and the Bayfront I Redevelopment Plan enacted by the City pursuant to the Redevelopment Law; and

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

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

**WHEREAS**, on April 2, 2022, Perkins submitted an updated proposal to the Agency (the “**Proposal**”) detailing the status of Perkins’ performance of professional services in connection with Bayfront shoreline improvements and setting forth the remaining services to be performed in connection with the Bayfront shoreline improvements; and

**WHEREAS**, the Agency wishes to reauthorize Contract No. 21-04-MPN4 with Perkins to continue to provide the architectural services for the Bayfront Shoreline improvements in coordination with schematic design of the riverfront park, as set forth in the Proposal, for a term of up to twelve (12) months and for a total contract amount not to exceed Four Hundred Twenty-Six Thousand Sixty-Four Dollars and Fifty Cents (\$426,064.50), which represents the remaining balance on the contract, to be paid in accordance with the rates set forth in the Proposal; and

herein will prohibit Perkins from making any reportable contributions through the term of the contract; and

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

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

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

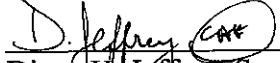
**Section 1.** The aforementioned recitals are incorporated herein as though fully set forth at length.

**Section 2.** The Board of Commissioners hereby reauthorizes and extends Contract No. 21-04-MPN4 for the continued performance of certain the architectural services as set forth in the Proposal for a total contract amount not to exceed Four Hundred Twenty-Six Thousand Sixty-Four Dollars and Fifty Cents (\$426,064.50), which represents the remaining balance on the contract, for a term of up to twelve (12) months, all in accordance with terms and conditions set forth in the Agency's form professional services agreement and the Proposal.

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

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

**Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of April 19, 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	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY  
REDEVELOPMENT AGENCY AUTHORIZING PROFESSIONAL SERVICES  
CONTRACT NO. 21-04-MPN4 WITH PERKINS EASTMAN FOR  
ARCHITECTURAL SERVICES FOR THE DESIGN OF RIVERFRONT PARK  
AND SHORELINE IMPROVEMENTS WITH RESPECT TO THE BAYFRONT I  
REDEVELOPMENT AREA**

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

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

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

**WHEREAS**, in order to further the Cooperation Agreement and the Bayfront I Redevelopment Plan (the "Plan"), the Agency desires to retain a company to provide architectural services; and

**WHEREAS**, in accordance with *N.J.S.A. 40A:11-5(1)(a)(i)* of the Local Public Contracts Law (the "LPCL"), contracts for which the subject matter consists of professional services may be awarded without public advertising for bids and bidding therefor; and

**WHEREAS**, Perkins Eastman ("Perkins") submitted that certain Proposal for Design, Permitting, and Implementation Services dated March 31, 2021 (the "Proposal"), which is on file with the Agency, to provide architectural services for Bayfront shoreline improvements in coordination with the schematic design of the riverfront park including, but not limited to, schematic design, environmental permitting, implementation strategy and grant support, and overall team coordination; and

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

**WHEREAS**, the Agency reviewed the Proposal and recommends authorizing a professional services contract (the "Contract") with Perkins to perform the architectural services as outlined in the Proposal for a total contract amount not to exceed Five Hundred Sixty Seven Thousand Two Hundred Eighty Dollars (\$567,280.00) to be paid in accordance with the rates set forth in the Proposal; and

**WHEREAS**, the Contract is inclusive of all labor and expenses; and

**WHEREAS**, the term of the Contract shall not exceed twelve (12) months beginning on the effective date of the Contract; and

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

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

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

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

**Section 2.** The Agency hereby awards the Contract to Perkins for architectural services in a total contract amount not to exceed Five Hundred Sixty Seven Thousand Two Hundred Eighty Dollars (\$567,280.00) and for a term not to exceed twelve (12) months beginning on the effective date of the Contract, all subject to the terms and conditions of the Agency's form professional services agreement.

**Section 3.** The Chairman, Vice-Chairman, 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, together with such additions, deletions and/or modifications as deemed necessary and/or desirable in consultation with counsel.

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

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

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

  
Diana H. Jeffrey, Secretary

<b>RECORD OF COMMISSIONERS VOTE</b>				
<b>NAME</b>	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
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 Perkins Barton (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 Perkins Barton (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: \_\_\_\_\_  
Signed: [Signature] Title: Principal  
Print Name: Britney Date: 6/15/21  
Subscribed and sworn before me Marissa Alvidrez  
this 15<sup>th</sup> day of June, 2021. (Affiant)  
My Commission expires: September 9, 2023 Marissa Alvidrez, Admin  
(Print name & title of affiant) (Corporate Seal)

Marissa Alvidrez  
Notary Public, State of New York  
Registration No. 01AL6397652  
Qualified in New York County  
Commission Expires September 9, 2023

**\*\*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 bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry,



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

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

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

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

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

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

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

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

## **EXHIBIT E**

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

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

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

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

April 4, 2022

Chris Fiore  
Assistant Executive Director  
**Jersey City Redevelopment Agency**  
66 York Street - 3<sup>rd</sup> Floor  
Jersey City, NJ 07302

**Re: Bayfront Shoreline Improvements and Riverfront Park Architectural Elements  
Proposal for Schematic Design, Permitting and Implementation Services –  
Extension of Contract**

Dear Chris,

We have been asked by JCRA to provide an update to our proposal for the extension of our contract dated March 31, 2021 for the continuation of work outlined below for an additional year.

Our updated proposal for Schematic Design Services for the Bayfront Shoreline Improvements is based on our understanding of your needs to:

- to keep momentum going on the ongoing implementation of Bayfront Redevelopment;
- maintain and advance the current vision;
- integrate the design of the Riverfront Park with the goals and principles of the master plan;
- advance the design and documentation for the Shoreline Improvements in coordination with the Schematic Design of the Riverfront Park;
- coordinate the efforts of the engineering, landscape, and architecture in developing the conceptual and Schematic Design of the public realm, and vertical structures of the Shoreline Improvements and Riverfront Park;
- develop program criteria for the food and beverage concessions;
- obtain environmental approvals for the shoreline improvements;
- allow the City to get a better understanding of the project budget for the Shoreline Improvements; and
- establish a more detailed strategy for public and private implementation for the Riverfront Park destination areas (i.e. the "Point", and the "Landing").

To date we have completed Step 1 / 30% Schematic Design and Initial Regulatory Agency Outreach, and have completed approximately 8% of Step 2 / 100% Schematic Design, and Environmental Permit applications. As of February 28, 2022, \$154,891.97 has been invoiced against the contract fee of which \$141,215.50 has been paid. The remaining fee will be used to complete the Scope of Work.

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## **A. SCOPE**

### Approach

The scope of work is comprised of four primary tasks:

1. Schematic design
  - a. Shoreline improvements for: Droyers Cove/Phase I Area
    - The approximately 900 feet of living shoreline (high and low marsh areas and rock sills) along Droyers Cove, 450 linear feet of bulkhead near the proposed Floating Dock, up to 2 timber walkways/overlooks along the shoreline, a timber pier and kayak dock, and a transient floating dock (including gangway and utilities.)
    - Hackensack River Shoreline Improvements  
The planned improvements along the river shoreline include construction of a 555 linear feet rock revetment and upland retaining wall consistent with the existing permit authorizations; approximately 790 linear feet of living shoreline located riverward of Parcels SA-6S and SA-7; a 6,000 square foot transient pier; a 2,000 square foot pile-supported perched beach; a 3,000 square foot floating dock, and a 5,500 square foot pile supported boardwalk.
  - b. Vertical Structures and public environments for Riverfront Park
  - c. Shoreline Landscape Architecture
2. Environmental Permitting
3. Implementation Strategy and Grant Support
4. Overall Team Coordination and Meetings

We have organized these four tasks into two steps:

Step 1 / 30% Schematic Design and Initial Regulatory Agency Outreach will entail 30% Schematic Design, Initial Regulatory Agency Outreach and an engineer's estimate for shoreline construction costs. This will be followed by a review period for JCRA to assess the feedback from the regulatory agencies and the engineer's estimate. **[COMPLETED]**

Step 2 will focus on completion of 100% Schematic Design ( for the Droyers Cove/Phase I Area and Hackensack River Shoreline), and completing Environmental Permit applications for Droyers Cove/Phase I Area; revised engineer's estimate for shoreline construction costs; as well as also identify potential grant funding sources. **[IN-PROGRESS]**

### Scope of Work

#### STEP 1 - 30% SCHEMATIC DESIGN, INITIAL REGULATORY AGENCY OUTREACH

##### 1.1. 30% Schematic Design for Shoreline Improvements

This subtask will advance the master plan concept to an approximately a 30% Schematic Design level, the minimum level we believe is needed to hold a meaningful initial round of meetings with DEP. The 30% Schematic Design together with the already completed Master Plan will serve as a basis for the meetings with the New Jersey Department of Environmental Preservation (NJDEP) and the United States Army Corps of Engineers (USACE).

#### Scope

- Attend a Schematic Design kickoff charette to review work to date, confirm

the objectives of this subtask, establish communication protocols, and review the project scope, schedule and key milestone activities.

- Prepare 30% Schematic Design drawings which include plan and typical cross sections of the waterside components including rock sills, timber walkways/overlooks, low and high marshes, bulkhead, gangway landing platform, floating transient dock, and the outfall scour protection.
- Prepare a rough order of magnitude construction cost estimate for the Droyers Cove/Phase 1 Area Shoreline Improvements and Hackensack River Shoreline Improvements.
- Prepare a list of additional field investigations that are required to support design development and regulatory agency approvals.
- Attend up to 4 project coordination meetings via video conference.

#### *Deliverables*

- 30% Schematic Design Figures (up to one revision from the development plan concept)
- Engineers Estimate for Construction

### 1.2 Initial Agency Outreach and Pre-Application Meeting

In conjunction with the 30% Schematic Design, M&N will initiate and attend a pre-application meeting with the New Jersey Department of Environmental Protection (NJDEP) and U.S. Army Corps of Engineers (USACE) to describe the proposed shoreline development and identify key regulatory agency concerns for the project.

The purpose of the initial meetings will be to solicit feedback from the regulatory agencies on the 'permitability' of the proposed shoreline development, and determine which aspects of the proposed design are favorable or unfavorable in the opinion of the regulatory agencies. This information will be extremely important in providing direction for how the shoreline development will evolve through the later stages of schematic design and beyond. The meetings will also discuss what items, if any, can be incorporated into a modification of the existing waterfront permit for the steel sheet pile bulkhead, in an effort to expedite the permitting process.

The Team will attend up to two pre-application meetings with USACE and NJDEP to discuss Droyers Cove/Phase 1 and Hackensack River shoreline improvements so that the regulatory agencies will have a clear understanding of project objectives and goals.

Information gained from the Pre-Application meeting will be used to focus work such as: additional field investigations (if required); identifying the process for relocation of the pierhead line and federal channel setbacks required for future phases; and determining key refinements to the schematic design which will be incorporated as part of the 100% SD submittal. We will also discuss potential modification to the existing shoreline permit for the steel sheet pile bulkhead, in order to determine what portions of the previous permitting activities are still applicable to this project.

**1.2 Deliverables:**

- Presentation to serve as basis for discussions with regulatory agencies
- Meeting minutes from regulatory agency meetings

**1.3 Meetings and Coordination**

The Perkins Eastman Team will work in conjunction with JCRA and its other technical consultants to ensure that the Phase 1 Shoreline Schematic Design is coordinated with the adjacent parks, streets, and buildings. This includes frequent and open communication with team members via weekly coordination meetings and bi-weekly progress meetings with JCRA. We assume, due to the ongoing Covid 19 pandemic that these meetings will be conducted in a virtual forum. As team lead, Perkins Eastman will continue to provide overall coordination and management of the Shoreline Improvements design and engineering team.

**Meetings:**

- Host a Schematic Design kickoff video conference
- Participate in bi-weekly coordination meetings with the JCRA team
- Participate in one stakeholder meetings with Hackensack Riverkeeper and the landside park design team
- Participate in one stakeholder advisory committee meetings and two meetings with private developers to get market input on programming and development concept for the Point and the Landing.
- Participate in a milestone deliverable comment review meeting to discuss client comments on the 30% Schematic Design deliverable

**Deliverables**

- Meeting agendas and follow up "actions and decisions" memoranda from each meeting
- Schedule updates

**Special Conditions/Dependencies:**

- Additional meetings not identified in this proposal shall be reimbursed on a time and materials basis using the attached rate schedule

**Step 2 - 100% Schematic Design and Preparation of Permit Application**

*This subtask will advance the 30% Schematic Design level to a 100% Schematic Design Level (approx. 30% level of design completion). The 100% Schematic Design will provide a basis for an updated construction cost estimate for the shoreline development and serve as a basis for the Joint Permit Application to the NJDEP the USACE for the Droyer's Cove/Phase 1 Area and establish programming criteria for the Point and Landing areas to inform future public-private implementation efforts. The concepts will also provide a basis for future Design Development and Final Design/Construction Document phases of the project.*

**2.1 100% Schematic Design Shoreline Improvements**

- Prepare Basis of Design memorandum for the waterfront elements that will capture the functional requirements for the various project components, design loads, environmental conditions, codes and standards, and site restrictions.

- Prepare 100% Schematic Design drawings which advance the 30% submission to incorporate client comments, feedback from regulatory agencies, and advancement of the shoreline design. The plan set will incorporate comments from JCRA as well as planting plans prepared by SWA/Balsley.
- Establish the limits of demolition and type and volume of materials to be removed.
- Perform coastal analysis of water level measurements from the Bergen Point West Reach, NY tide gage and/or the USGS gage located on the Hackensack River. Operational and extreme analysis that accounts for Sea Level Rise will be performed. Various water levels and their probability of exceedance will be calculated to produce a cumulative frequency analysis.
- Evaluate settlement potential of existing soils to define preliminary construction template. Conduct preliminary structural analysis of the transient pier, pile supported boardwalk, and pile supported perched beach to determine pile type, size, and length, pile caps geometry and deck panels. If a timber substructure is preferred for the boardwalk, substructure members and decking will be determined. For the perched beach, evaluate deck system to support and maintain sand fill.
- Develop debris deflection panels to be integrated into the boardwalk substructure
- Evaluate stability of the rock structures due to storm wave conditions and define rock size and sill geometry. Identify acceptable damage levels to rock sill for extreme storm events.
- Evaluate scour potential at any stormwater outfalls proposed by the upland development and develop shoreline erosion protection scheme/spillway.
- Evaluate existing bulkhead design prepared by Langan Engineering to determine if the final cap elevation and typical structural section will require modification. Develop bulkhead concept for the Schematic Design Package.
- Evaluate and define transient dock and kayak dock locations and geometry.

#### *Deliverables*

- 100% Schematic Design Figures
- Basis of Design Memorandum
- Updated Engineers Estimate for Construction
- A list of opportunities for potential grant funding based on the Schematic Design Concepts
- Attend semimonthly coordination meetings via video conference.

#### *Special Conditions/Dependencies (Applicable to both Subtask 1a.1 and 1a.2)*

- Schematic design documents are based on existing topographic, bathymetric and geotechnical surveys. Design adjustments based on modified site conditions is not included.
- Drawings to be delivered electronically as DWG and PDF files on 22"x34" sheets.
- Aquatic resource surveys and geotechnical investigations to be provided by others.
- Drawings to be delivered electronically as DWG and PDF files on 22"x34" sheets.

- Responses to comments and request for additional information from federal and state regulatory agencies, if required, is not included in this task and will be invoiced on a T&M basis in accordance with the attached hourly rate schedule and mutually agreed to between JCRA and M&N.
- Design of any required mitigation as stipulated by the regulatory agencies is not included in this proposal.
- No additional field and engineering studies are included in this task.
- Schematic design documents will be based on existing topographic, bathymetric and geotechnical surveys. Design adjustments based on modified site conditions is not included.
- Additional field investigations (i.e. site surveys, geotechnical investigations, environmental surveys) required to advance the design will be identified during this task though the cost has not been included in this proposal.

## **2.2 Vertical Structures and Public Environments**

On the land side, the Riverfront Park incorporates “key places” such as the Landing, and the Point. The Point and the Landing encompass three freestanding buildings each. For both places, creating a distinct character that encompasses the buildings and the public realm together is essential to attracting interest from quality developers. Establishing the program requirements for these buildings is also a necessary first step for the design of the buildings and understanding their costs.

On the water side, the Shoreline Improvements will include the Public Pier along the Hackensack Riverfront, which will serve as Bayfront’s gateway to the west. The design of the Pier will need to be integrated with the design of the Landing and the integration of the two will be central to its success.

- Provide overall coordination and direction for the Shoreline Improvements design and engineering team
- Prepare a conceptual program for the six freestanding buildings at the Point and the Landing
- Prepare schematic design for:
  - Three freestanding buildings at the Point and the three freestanding buildings at the Landing
  - The Public Pier
  - Architectural elements within both the Riverfront Park and Shoreline Improvements such as pylons, canopies, trellises, gateways, and overlooks

### ***Task 2.2 Deliverables:***

- Conceptual Program and site restrictions memorandum
- Two three-dimensional renderings: one for the Point, and one for the Landing
- 50% Schematic Design Drawings (ground floor plan, upper level plan (as applicable), roof plan, sections, elevations) in PDF and AutoCad formats

The Team will work with JCRA, the Department of City Planning, and the other design consultants retained by JCRA to ensure that the Shoreline Schematic Design is coordinated with the Riverfront Park and the adjacent parks, streets, and buildings.



*Deliverables:*

- Meeting agendas and follow up “actions and decisions” memoranda from each meeting
- Schedule updates

*Tasks 2.2 Exclusions and Assumptions:*

We assume that cost estimating and code consultant for the architectural components of the Shoreline Improvements will be the responsibility of JCRA.

**2.3 Shoreline Landscape Architecture**

The Team, led by SWA, shall provide landscape architectural design consultation for the extended waterfront, including items such as:

- Sloping paths or steps down to revetment level
- Layout of the revetments and revetment trail in plan
- Seating overlooks
- Bridges or boardwalks across the cove openings
- Pier shape and details
- Plantings (DEP-approved tidal marsh plantings by others)

SWA shall provide schematic design, as later described, for the following scope items:

- Design grading
- Pedestrian pavements
- Landscape walls under 3' in height, steps, railings and related site elements not a part of the buildings
- Fences, decks and seating devices
- Fixed site furniture
- Planting (DEP-approved tidal marsh planting by others)
- Coordination with lighting (Site lighting selection, layout, design, photometric studies, structural engineering (if any) and circuitry are not included in this contract.)
- Coordination with site graphics and signage by others
- Coordination with public art by others
- Coordination with marine structures (piers, docks, gangways, etc.) by others
- Coordination with architects for site structures such as pavilions, overlooks, etc. Coordination with site civil and environmental engineers for grading, drainage, water courses, and site structures.

SWA shall refine the concept design, as shown in the final Bayfront Master Plan document, to a schematic level of design. The schematic design drawings shall define the character and essentials of the project, including preliminary proposal for materials.

*Task 2.3 Deliverables:*

- Schematic illustrative plan
- Materials plan and planting palette
- Illustrative sections
- Diagrams explaining various aspects of the design
- Perspective Lumion renderings produced in-house (up to 3) using client or

- architect's 3D models
- Precedent images
- Review and comment on preliminary cost estimate by others

*Task 2.3 Exclusions:*

- a. We assume that JCRA will provide the following information or services as required for performance of the work. SWA assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should SWA be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.
  1. Digital topography and boundary surveys
  2. Legal descriptions of property
  3. Soils testing and/or engineering
  4. Existing site engineering and utility base information
  5. Engineering, structural, MEP, civil, marine, environmental, waterproofing
  6. Engineering other than that provided within the Scope of Services
  7. Architectural design and documents and supporting digital files including plans, sections and 3D files of the site architectural elements
- b. We assume JCRA will retain and direct the services of the professional consultants needed to perform these services:
  1. Government approval expediting
  2. Cost estimating and code consultant *for the landscape components of the Shoreline Improvements*
  3. Final grading, drainage, and marine habitat
  4. Structural, mechanical, marine, environmental, and electrical engineering
  5. Site lighting design, layout photometrics, fixture selection, layout, manufacturing specifications or shop drawings.
  6. Signage and wayfinding design layout and documentation
  7. Structural engineering for landscape walls, steps, railings and all related site structural elements
  8. Ecological consulting and wetland planting design, permits, and meetings
  9. Environmental and archeological assessment and remediation
  10. Preparation of LEED submissions (or similar)

## 2.2 Preparation of Permit Application

Based on the 100% Schematic Design, the team, led by M&N will prepare the joint permit application, technical narratives, and drawings for regulatory review and approval of Phase 1/Droyers Cove Shoreline Improvements. Additionally, as part of this task, M&N will provide technical narratives and documentation to support the landside design team with Jersey City Municipal Utilities Authority (JCMUA) approvals related to proposed stormwater outfalls.

### Task 2.2 Permit Application Preparation (to be performed in conjunction with 100% SD SubTask 1.a.2):

- Prepare joint permit application for USACE and NJDEP. Preparation of individual permit application has been assumed based on the proposed project elements. A project narrative will be developed to describe and support the preferred design, and calculations documenting the amount of in water fill and overwater coverage will be performed

- Prepare a permit modification of existing bulkhead permit to reflect Phase 1 shoreline improvements
- Identify the process for relocation of the pierhead line along the Hackensack River and variance in the federal channel setback requirements (if required) for future phases of the shoreline development
- Maintain permit matrix listing all required permits and, tasks/steps to be undertaken on each permit, and noting progress data requests. This permit progress matrix will be updated weekly, or as applicable

*Task 2.2 Deliverables:*

- Permit applications
- Permit drawings in appropriate USACE and/or NJDEP format
- Technical narrative of alternatives assessment, and construction methodology for federal and state permit applications

*Special Conditions/Dependencies:*

- This task assumes that waterside components will be modified to reasonably accommodate regulatory agency requests
- Responses to comments and request for additional information from federal and state regulatory agencies, if required, is not included in this task and will be invoiced on a T&M basis in accordance with the attached hourly rate schedule
- Design of any required mitigation as stipulated by the regulatory agencies is not included in this proposal
- Permit Fees are not included in this proposal
- No additional field and engineering studies are included in this task

## **2.3 Implementation Strategy and Grant Support**

### **a. Implementation Strategy**

We anticipate that the Riverfront Park will be implemented by some of traditional City-led procurement and public-private partnerships. This task will focus on advising the City on strategies for the development of the Riverfront Park, including phasing and defining the scope and boundaries for areas of the park, such as the Landing and the Point which may be implemented through public-private partnerships. Because phasing may extend over time, staging must be carefully considered. Individual phases must be able to function on their own, look complete and project the overall vision, or brand of the park.

*Scope:*

- Support JCRA in establishing a phasing strategy for the Park
- Define boundaries of the individual phases, and public-private implementation areas

### **b. Grant Support Services**

Several potential Federal and State grant sources for boating and other publicly accessible waterside developments were identified during the Master Plan phase. This task consists of identifying the grants to be pursued and associated application contacts, deadlines, disbursement schedules including project matching, and compliance requirements

which are applicable to the Phase 1 Shoreline development.

*Scope:*

- Identify potential grant funding sources
- Initiate conversation with state or federal agency to review eligibility, matching and compliance requirements and timelines.
- Identify competing projects that may affect the timing of grant awards.
- Prepare project narrative to provide economic and social justification

*Special Conditions/Dependencies:*

Preparation and submittal of the candidate grant applications is not included in this task and will be individually scoped once identified

*Task 3 Deliverables*

- Summary memorandum on implementation strategy for the park
- Phasing diagram
- Fact sheet with program breakdown and public and private actions for each phase
- Summary memorandum of potential grant sources and associated application, contacts, deadlines, disbursement schedules, and requirements
- Project Narrative for future grant applications

## **2.4 Meetings and Coordination**

The Perkins Eastman Team will continue to work with JCRA and its other technical consultants to ensure that the Phase 1 Shoreline Schematic Design is coordinated with the adjacent parks, streets, and buildings. This includes frequent and open communication with team members via weekly coordination meetings and bi-weekly progress meetings with JCRA. As team lead, Perkins Eastman will continue to provide overall coordination and management of the Shoreline Improvements design and engineering team.

*Meetings:*

- Participate in bi-weekly coordination meetings with the JCRA team
- Participate in one stakeholder meeting with Hackensack Riverkeeper and the landside park design team
- Participate in one stakeholder advisory committee meeting to get input to schematic design for Riverfront Park.
- Participate in a milestone deliverable comment review meetings to discuss client comments on the 100% Schematic Design deliverable

*Deliverables*

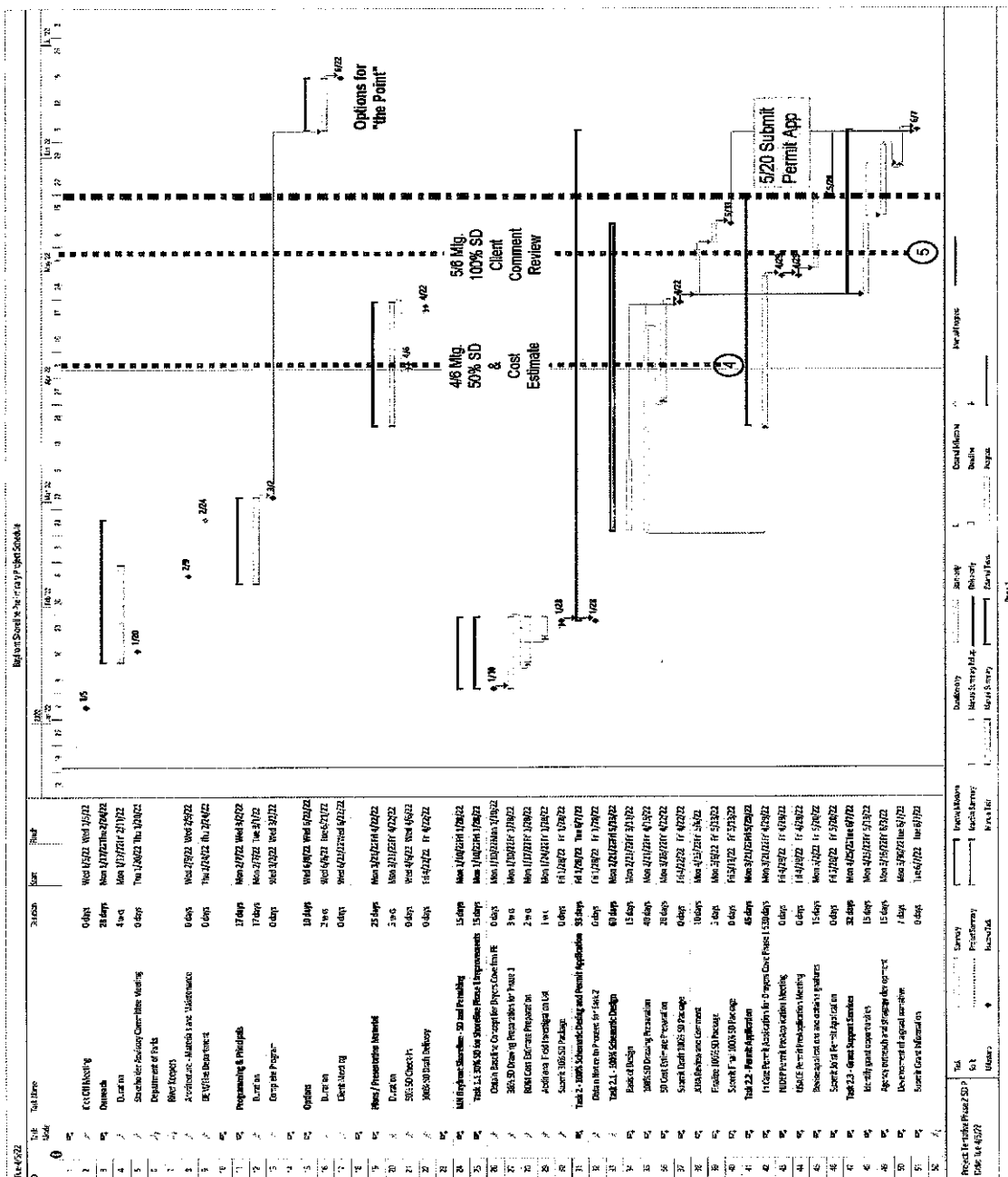
- Meeting agendas and follow up "actions and decisions" memoranda from each meeting
- Schedule updates

*Special Conditions/Dependencies:*

- Additional meetings not identified in this proposal shall be reimbursed on a time and materials basis using the attached rate schedule
- We assume, due to the ongoing Covid 19 pandemic that these meetings will be conducted in a virtual forum.

## **B. TEAM**

Perkins-Eastman will be the prime consultant, responsible for overall coordination of the team, maintaining design continuity with the master plan, the design of all vertical structures, and integration with adjacent uplands. As Principal-in-Charge, I will continue providing overall direction and implementation strategy. Paul Song and Sunghwan Yoon will continue as senior designer and project designer, respectively. SWA/Balsley will provide the shoreline landscape design. SWA will continue to be led by Tom Balsley, Steven Lee and Jacob Glazer. Moffat & Nichol led by Bill Shute, Mark Piriello, and Rob Sloop will lead the shoreline design and permitting effort. We understand SWA will be retained by JCRA under separate contract for the design of the land side component of Riverfont Park.



#### D. COMPENSATION

We propose to complete this work for a fixed fee of \$567,280. This breaks down as follows updated to reflect invoiced as of 2/28/2022:

##### Step 1 - 30% Schematic Design and Initial Regulatory Agency Outreach

Task	PE	Moffatt & Nichol	SWA/Balsely	Total	Invoiced 2/28/2022	Remaining
1.1 Shoreline Improvements	\$ 4,000	\$ 65,000	\$ 1,000	\$ 70,000	\$ 70,000	\$ -
1.2 Initial Regulatory Agency Outreach		\$14,250		\$ 14,250	\$ 14,250	\$ -
1.3 Meetings and Coordination	\$ 8,000	\$ 8,000	\$ 1,000	\$ 17,000	\$ 17,000	\$ -
1.4 Step 1A - Completion of 30% SD	\$ 12,500		\$ 5,000	\$ 17,500	\$ 17,500	\$ -
<b>Subtotal</b>	<b>\$ 24,500</b>	<b>\$ 87,250</b>	<b>\$ 7,000</b>	<b>\$ 118,750</b>	<b>\$ 118,750</b>	<b>\$ -</b>
Reimbursables	\$ 100	\$ 100		\$ 200	\$ 200	\$ -
<b>Total - Step 1</b>	<b>\$ 24,600</b>	<b>\$ 87,350</b>	<b>\$ 7,000</b>	<b>\$ 118,950</b>	<b>\$ 118,950</b>	<b>\$ -</b>

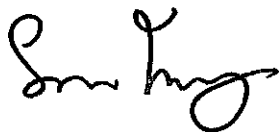
##### Step 2 - 100% Schematic Design and Preparation of Permit Application

Task	PE	Moffatt & Nichol	SWA/Balsely	Total		
2.1 Shoreline Improvements		\$ 148,810		\$ 148,810	\$ 7,440	\$ 141,370
2.2 Vertical Structures & Public Environments	\$ 134,000			\$ 134,000	\$ 17,776	\$ 116,224
2.3 Shoreline Landscape			\$ 79,000	\$ 79,000		\$ 79,000
2.4 Preparation of Permit Application for Phase 1/Droyers Cove		\$24,030		\$ 24,030	\$ 1,495	\$ 22,535
2.5 Implementation Strategy & Grant Support Services	\$ 5,160	\$ 18,870		\$ 24,030		\$ 24,030
2.6 Meetings and Coordination	\$ 15,500	\$ 16,960	\$ 4,000	\$ 36,460	\$ 8,995	\$ 27,465
<b>Subtotal</b>	<b>\$ 154,660</b>	<b>\$ 208,670</b>	<b>\$ 83,000</b>	<b>\$ 446,330</b>	<b>\$ 35,706</b>	<b>\$ 410,624</b>
Reimbursables	\$ 700	\$ 900	\$ 400	\$ 2,000	\$ 235	\$ 1,765
<b>Total - Step 2</b>	<b>\$ 155,360</b>	<b>\$ 209,570</b>	<b>\$ 83,400</b>	<b>\$ 448,330</b>	<b>\$ 35,941</b>	<b>\$ 412,389</b>

<b>Grand Total</b>	<b>\$ 179,960</b>	<b>\$ 296,920</b>	<b>\$ 90,400</b>	<b>\$ 567,280</b>	<b>\$ 154,891</b>	<b>\$ 412,389</b>
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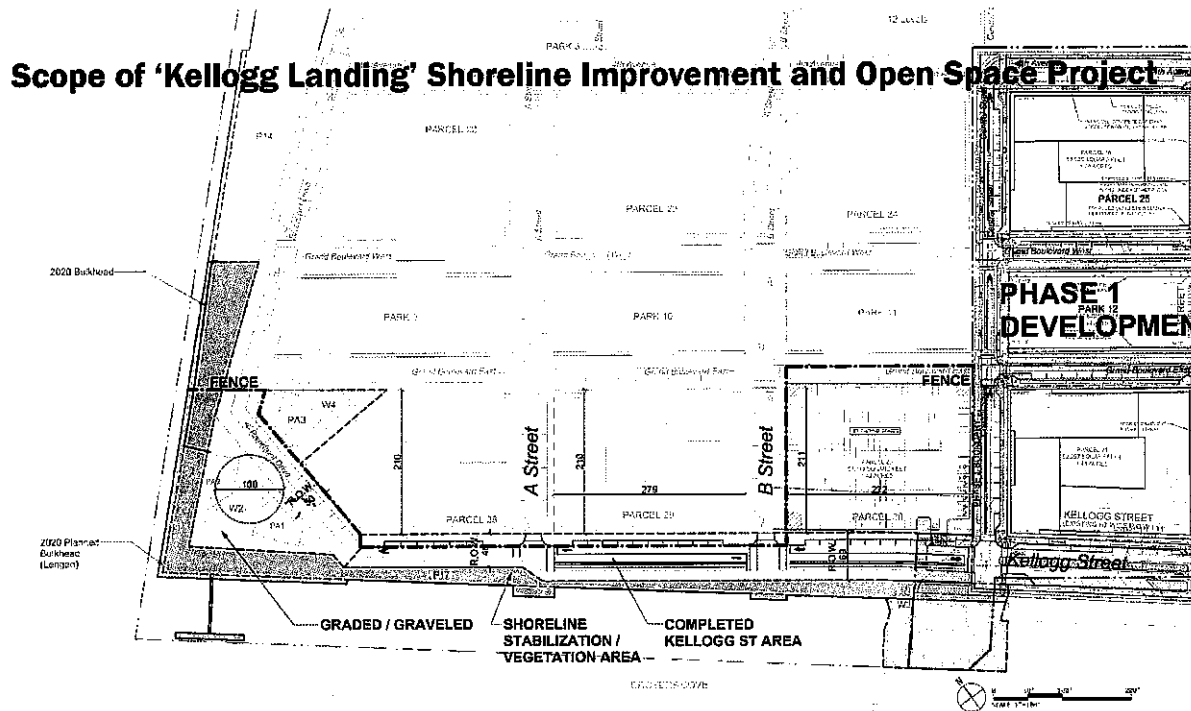
Your signature on the line below will serve as notice to proceed. Please call me should you have any questions or need any further information.

Sincerely,



Eric C.Y. Fang AIA, AICP, LEED AP  
Principal  
Jersey City Redevelopment Agency

Chris Fiore  
Assistant Executive Director





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

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

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

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

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

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

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

**WHEREAS**, on April 4, 2022, Perkins submitted an updated proposal to the Agency (the “**Proposal**”) requesting reauthorization of Contract 18-11-MPN7 and detailing the scope of professional services anticipated during the term of the reauthorized contract; and

**WHEREAS**, the Agency wishes to reauthorize Contract No. 18-11-MPN7 with Perkins to provide the architectural implementation services as set forth in the Proposal, which includes ongoing implementation support with respect to the Plan and coordination with the other parties involved, which services are to be provided on an as-needed basis, for a term of six (6) months and a contract amount not to exceed Ten Thousand Dollars (\$10,000.00) per month and not to exceed Sixty Thousand Dollars (\$60,000.00) total, to be paid in accordance with the rates set forth in the Proposal; and

**WHEREAS**, Perkins has completed and submitted a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the City in the previous year, and acknowledges that the contract approved herein will prohibit Perkins from making any reportable contributions through the term of the contract; and

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

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

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

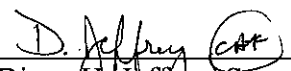
**Section 1.** The recitals hereto are hereby incorporated herein as if set forth at length.

**Section 2.** The Board of Commissioners hereby reauthorizes Contract No.18-11-MPN7 for the continued performance of certain the architectural services as set forth in the Proposal for a contract amount not to exceed Ten Thousand Dollars (\$10,000.00) per month and not to exceed Sixty Thousand Dollars (\$60,000.00) total and for a term of six (6) months, all in accordance with terms and conditions set forth in the Agency's form professional services agreement and the Proposal.

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

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

**Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of April 19, 2022.**

  
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	✓			

# PERKINS — EASTMAN

April 4, 2022

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

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

Dear Chris,

We are proposing to extend our contract dated September 10, 2021 for Ongoing Implementation Support (attached) for an additional six months. The services anticipated under this contract included services to support the JCRA in the implementation of Bayfront Phase I. These tasks were primarily involving support in responding to and reviewing work by others that would impact the implementation of the Bayfront Master

Plan, including:

- Technical support, and participation in meetings with City and State agencies;
- Technical coordination and participation in meetings with Honeywell, Glenn Stock, the landscape architect, etc.;
- Review of Phase I architectural drawings; support in the development of the Phase I park; and
- Presentations to the Advisory Committee and other stakeholders as needed.
- Building a 1"=150' (30"x30") physical scale model of the Bayfront site and adjacent context to study ongoing projects within the larger Bayfront development for use by PE and/or JCRA in meeting with developers and other stakeholders

These services are intended to be provided on an 'as needed' basis, so JCRA would pay only for services required. Our original proposal was budgeted to provide these services for a six-month period. Realizing the variable nature and timing of the matters outlined in the proposal we have endeavored to conserve our budget and limit the time expended to the minimum needed to support the JCRA as needed. As such, to date we have expended \$14,009.50 of the \$60,000 contract amount to date. Because we anticipate the implementation matters outlined above to continue into the foreseeable future, we propose to keep our billing on a timecard basis per the current rate chart attached to the contract to a maximum of \$60,000 (monthly maximum of \$10,000.) Please let me know if you have any questions or need further information. Your signature on the line below will serve at the bottom of this page will serve as authorization to proceed.

Sincerely,



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

cc: Victoria Bonners

SCHEDULE OF STANDARD CHARGES (As of January 1, 2022)

- 1.0 Perkins Eastman Architects, DPC, as agreed, will provide its services on an hourly basis for all hours worked by its personnel and will invoice at a fixed rate for the category to which an individual is assigned to the project.
- 2.0 The current hourly rates for the categories of personnel are listed below. Rates are adjusted annually to reflect increases to employees' salaries.

<u>Category</u>	<u>Rate</u>
Principal Level 1	210
Principal Level 2	256
Principal Level 3	286
Principal Level 4	320
Principal Level 5	393
Professional Level 1	30
Professional Level 2	73
Professional Level 3	100
Professional Level 4	117
Professional Level 5	133
Professional Level 6	150
Professional Level 7	167
Professional Level 8	180
Professional Level 9	203
Professional Level 10	260

- 3.0 Services of consultants, if required, will be billed at a multiple of 1.10 times the amount billed to the Architect for such services. Consultants will only be engaged when authorized by the Owner.
- 4.0 Reimbursable expenses, as described below, will be billed at a multiple of 1.10 times the expenses incurred by the Architect, the Architect's employees, and consultants in the interest of the project. Reimbursable expenses consist of all non-salary expenses directly related to the project, such as:
1. Expense of transportation in connection with the project.
  2. Fees paid for securing approval of authorities having jurisdiction over the project.
  3. Reproductions of all drawings, specifications, and other documents.
  4. Long-distance communications.
  5. Computer plotting (no charges for computer time or computer drafting).
  6. Postage, delivery services, and electronic facsimile transmissions.
  7. Professional and/or presentation quality models or renderings, if requested by the Owner.
  8. Expense of additional insurance coverage or limits, including professional liability insurance, requested by the owner in excess of that normally carried by the Architects.
- 5.0 The Architect will generally submit invoices monthly for services performed and reimbursables incurred during the prior month.
- 6.0 Please make checks payable to Perkins Eastman Architects, DPC and forward them to 115 Fifth Avenue, New York, NY 10003. Payments will be due the Architect upon presentation of the invoice, and if unpaid after 30 days from the

date of the invoice, the outstanding amount shall bear interest at the rate of 1.5% per month from the due date.

- 7.0 Should the Owner's failure to make payments in accordance with this agreement cause the Architect to pursue collection means, the Architect shall be entitled to reimbursement of all costs actually incurred by it in collecting overdue accounts including, without limitation, reasonable legal fees.

**PROFESSIONAL SERVICES CONTRACT NO. 21-04-MPN4**

**THIS PROFESSIONAL SERVICES CONTRACT NO. 21-04-MPN4** (the "Contract"), entered into as of this 21<sup>st</sup> day of April, 2021 (the "Effective Date"), by and between the **JERSEY CITY REDEVELOPMENT AGENCY**, a public body corporate and politic of the State of New Jersey, with offices at 66 York Street, Floor 3, Jersey City, New Jersey 07302 (the "Agency"), and **PERKINS EASTMAN ARCHITECTS, DPC**, with offices at 115 Fifth Avenue, New York, New York 10003 ("Perkins" or the "Consultant") (Perkins and the Agency, collectively, the "Parties", and each individually, a "Party").

**WITNESSETH:**

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

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

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

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

**WHEREAS**, 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; and

**WHEREAS**, Perkins submitted that certain Proposal for design, permitting, and implementation services dated March 31, 2021 (the "Proposal"), attached hereto as **Exhibit A**, to provide architectural services for Bayfront shoreline improvements in coordination with the schematic design of the riverfront park including, but not limited to, schematic design, environmental permitting, implementation strategy and grant support, and overall team coordination, for a total Contract amount not to exceed Five Hundred Sixty-Seven Thousand Two Hundred Eighty Dollars (\$567,280.00); and

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

WHEREAS, the Agency finds Perkins to possess the skills and expertise to perform the Services, their Proposal to be fair and equitable, and wish to enter into a contract for the Services; and

WHEREAS, by Resolution No. 21-04-7, attached hereto as Exhibit B, dated April 20, 2021, the Agency's Board of Commissioners authorized execution of Contract No. 20-04-MPN4 with Perkins to provide the Services as outlined in the Proposal; and

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

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

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

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

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

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

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

at a minimum the work performed, anticipated upcoming tasks, and any problems encountered in rendering the Services.

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

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

- A. Compensation paid by the Agency to Perkins for the performance of the Services shall be for a total Contract amount not to exceed Five Hundred Sixty-Seven Thousand Two Hundred Eighty Dollars (\$567,280.00). Such compensation shall include all labor, overhead costs and basic support services incurred by Perkins. The Agency will not reimburse Perkins for costs deemed by the Agency to be part of Perkins' labor costs, overhead costs and/or basic support services.
- B. Prior to engaging in work that may expand the scope of the Services, Perkins shall submit to the Agency, in writing, a request to expand the scope of the Services, detailing the nature of the work, the cost of performing such work, and the need for the expanded scope of Services. Perkins shall not proceed with any work that expands the scope of the Services without obtaining the prior, written consent of the Agency. Any modifications of the Services which would result in increasing the compensation owed by the Agency to Perkins as set forth in Section 3(A) shall require the prior authorization of the Agency's Board of Commissioners, and shall in all cases be conditioned upon the availability of funds.
- C. Perkins shall submit to the Agency any invoices, and any required Agency accounts payable vouchers, showing the Services performed and the charges therefor during the period covered thereby, in proportion to the total Services to be completed hereunder, as described in the Proposal attached to this Contract. Perkins understands that said invoices and vouchers must be submitted to the Agency for approval prior to payment.

### **SECTION 4 – INSURANCE**

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



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

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

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

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

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

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

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

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

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

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

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

#### **SECTION 5 – TERMINATION**

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

#### **SECTION 6 – DISPUTE RESOLUTION**

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

#### **SECTION 7 – INDEMNITY**

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

officials may be subjected or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, to the extent resulting from any negligent act, error, omission, or willful misconduct of Perkins, or its officers, employees, contractors or agents, in the performance of this Contract.

#### **SECTION 8 – TERM OF CONTRACT**

This Contract shall terminate April 20, 2022 unless otherwise terminated by the Agency before such termination date in accordance with Section 5 herein.

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

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

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

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

#### **SECTION 11 – CONFIDENTIALITY**

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

#### **SECTION 12 – ENTIRE CONTRACT**

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

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

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

#### **SECTION 14 – COUNTERPARTS**

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

#### **SECTION 15 – NOTICES**

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

#### **SECTION 16 – CONFLICTS**

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

#### **SECTION 17 – APPLICABLE LAW**

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

*[Signatures appear on the following page]*

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

WITNESS

PERKINS EASTMAN ARCHITECTS, DPC



Marissa Alvarez  
Notary Public, State of New York  
Registration No. 01AL6397652  
Qualified in New York County  
Commission Expires September 9, 2023

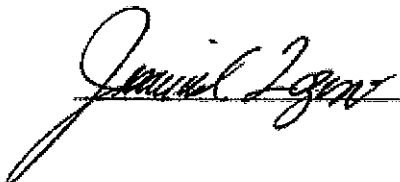
By: 

Name:  
Title:

Eric Fong  
Principal

WITNESS

JERSEY CITY REDEVELOPMENT AGENCY



By: 

Diana Jeffrey  
Executive Director

**EXHIBIT A**

**PROPOSAL DATED MARCH 31, 2021**

# PERKINS — EASTMAN

March 31, 2021

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

Re: Bayfront Shoreline Improvements and Riverfront Park Architectural Elements  
Proposal for Schematic Design, Permitting and Implementation Services

Dear Chris,

Perkins Eastman is pleased to submit our revised proposal for Schematic Design Services for the Bayfront Shoreline Improvements. We have based our proposal based on our understanding of your needs to:

- to keep momentum going on the ongoing Implementation of Bayfront Redevelopment;
- maintain and advance the current vision;
- integrate the design of the Riverfront Park with the goals and principles of the master plan;
- advance the design and documentation for the Shoreline Improvements in coordination with the Schematic Design of the Riverfront Park;
- coordinate the efforts of the engineering, landscape, and architecture in developing the conceptual and Schematic Design of the public realm, and vertical structures of the Shoreline Improvements and Riverfront Park;
- develop program criteria for the food and beverage concessions;
- obtain environmental approvals for the shoreline improvements;
- allow the City to get a better understanding of the project budget for the Shoreline Improvements; and
- establish a more detailed strategy for public and private implementation for the Riverfront Park destination areas (i.e. the "Point", and the "Landing").

We understand that the JCRA would like to advance in a staged manner to make sure we are not getting out too far in front of the regulatory agencies. As such, we have organized our original scope of work into two steps to allow us to the minimum amount of work needed to get meaningful response from NJDEP in a relatively short period of time. They are: Step 1 / 30% Schematic Design and Initial Regulatory Agency Outreach, and Step 2 will focus on completion of 100% Schematic Design, and completing Environmental Permit applications

Perkins Eastman  
Architects OPC  
115 Fifth Avenue  
New York, NY 10003  
+1 212 353 7200  
PERKINS EASTMAN CO INC

## **A. SCOPE**

### **Approach**

The scope of work is comprised of four primary tasks:

#### **1. Schematic design**

##### **a. Shoreline improvements for Droyers Cove/Phase I Area**

- The approximately 900 feet of living shoreline (high and low marsh areas and rock sills) along Droyers Cove, 450 linear feet of bulkhead near the proposed Floating Dock, up to 2 timber walkways/overlooks along the shoreline, a timber pier and kayak dock, and a transient floating dock (including gangway and utilities.)

##### **- Hackensack River Shoreline Improvements**

The planned improvements along the river shoreline include construction of a 555 linear feet rock revetment and upland retaining wall consistent with the existing permit authorizations; approximately 790 linear feet of living shoreline located riverward of Parcels SA-6S and SA-7; a 6,000 square foot transient pier; a 2,000 square foot pile-supported perched beach; a 3,000 square foot floating dock, and a 5,500 square foot pile supported boardwalk.

##### **b. Vertical Structures and public environments for Riverfront Park**

##### **c. Shoreline Landscape Architecture**

#### **2. Environmental Permitting**

#### **3. Implementation Strategy and Grant Support**

#### **4. Overall Team Coordination and Meetings**

We have organized these four tasks into two steps:

**Step 1 / 30% Schematic Design and Initial Regulatory Agency Outreach** will entail 30% Schematic Design, Initial Regulatory Agency Outreach and an engineer's estimate for shoreline construction costs. This will be followed by a review period for JCRA to assess the feedback from the regulatory agencies and the engineer's estimate.

**Step 2** will focus on completion of 100% Schematic Design ( for the Droyers Cove/Phase I Area and Hackensack River Shoreline), and completing Environmental Permit applications for Droyers Cove/Phase I Area; revised engineer's estimate for shoreline construction costs; as well as also identify potential grant funding sources.

### **Scope of Work**

#### **STEP 1 - 30% SCHEMATIC DESIGN, INITIAL REGULATORY AGENCY OUTREACH**

##### **1.1. 30% Schematic Design for Shoreline Improvements**

This subtask will advance the master plan concept to an approximately a 30% Schematic Design level, the minimum level we believe is needed to hold a meaningful initial round of meetings with DEP. The 30% Schematic Design together with the already completed Master Plan will serve as a basis for the meetings with the New Jersey Department of Environmental Preservation (NJDEP) and the United States Army Corps of Engineers (USACE).

### **Scope**

- Attend a Schematic Design kickoff charette to review work to date, confirm



- the objectives of this subtask, establish communication protocols, and review the project scope, schedule and key milestone activities.
- Prepare 30% Schematic Design drawings which include plan and typical cross sections of the waterside components including rock sills, timber walkways/overlooks, low and high marshes, bulkhead, gangway landing platform, floating transient dock, and the outfall scour protection.
  - Prepare a rough order of magnitude construction cost estimate for the Droyers Cove/Phase 1 Area Shoreline Improvements and Hackensack River Shoreline Improvements.
  - Prepare a list of additional field investigations that are required to support design development and regulatory agency approvals.
  - Attend up to 4 project coordination meetings via video conference.

*Deliverables*

- 30% Schematic Design Figures (up to one revision from the development plan concept)
- Engineers Estimate for Construction

**1.2 Initial Agency Outreach and Pre-Application Meeting**

In conjunction with the 30% Schematic Design, M&N will initiate and attend a pre-application meeting with the New Jersey Department of Environmental Protection (NJDEP) and U.S. Army Corps of Engineers (USACE) to describe the proposed shoreline development and identify key regulatory agency concerns for the project.

The purpose of the initial meetings will be to solicit feedback from the regulatory agencies on the 'permissibility' of the proposed shoreline development, and determine which aspects of the proposed design are favorable or unfavorable in the opinion of the regulatory agencies. This information will be extremely important in providing direction for how the shoreline development will evolve through the later stages of schematic design and beyond. The meetings will also discuss what items, if any, can be incorporated into a modification of the existing waterfront permit for the steel sheet pile bulkhead, in an effort to expedite the permitting process.

The Team will attend up to two pre-application meetings with USACE and NJDEP to discuss Droyers Cove/Phase 1 and Hackensack River shoreline improvements so that the regulatory agencies will have a clear understanding of project objectives and goals.

Information gained from the Pre-Application meeting will be used to focus work such as: additional field investigations (if required); identifying the process for relocation of the pierhead line and federal channel setbacks required for future phases; and determining key refinements to the schematic design which will be incorporated as part of the 100% SD submittal. We will also discuss potential modification to the existing shoreline permit for the steel sheet pile bulkhead, in order to determine what portions of the previous permitting activities are still applicable to this project.

**1.2 Deliverables:**

- Presentation to serve as basis for discussions with regulatory agencies
- Meeting minutes from regulatory agency meetings

**1.3 Meetings and Coordination**

The Perkins Eastman Team will work in conjunction with JCRA and its other technical consultants to ensure that the Phase 1 Shoreline Schematic Design is coordinated with the adjacent parks, streets, and buildings. This includes frequent and open communication with team members via weekly coordination meetings and bi-weekly progress meetings with JCRA. We assume, due to the ongoing Covid 19 pandemic that these meetings will be conducted in a virtual forum. As team lead, Perkins Eastman will continue to provide overall coordination and management of the Shoreline Improvements design and engineering team.

**Meetings:**

- Host a Schematic Design kickoff video conference
- Participate in bi-weekly coordination meetings with the JCRA team
- Participate in one stakeholder meetings with Hackensack Riverkeeper and the landside park design team
- Participate in one stakeholder advisory committee meetings and two meetings with private developers to get market input on programming and development concept for the Point and the Landing.
- Participate in a milestone deliverable comment review meeting to discuss client comments on the 30% Schematic Design deliverable

**Deliverables**

- Meeting agendas and follow up "actions and decisions" memoranda from each meeting
- Schedule updates

**Special Conditions/Dependencies:**

- Additional meetings not identified in this proposal shall be reimbursed on a time and materials basis using the attached rate schedule

**Step 2 - 100% Schematic Design and Preparation of Permit Application**

*This subtask will advance the 30% Schematic Design level to a 100% Schematic Design Level (approx. 30% level of design completion). The 100% Schematic Design will provide a basis for an updated construction cost estimate for the shoreline development and serve as a basis for the Joint Permit Application to the NJDEP the USACE for the Droyer's Cove/Phase 1 Area and establish programming criteria for the Point and Landing areas to inform future public-private implementation efforts. The concepts will also provide a basis for future Design Development and Final Design/Construction Document phases of the project.*

**2.1 100% Schematic Design Shoreline Improvements**

- Prepare Basis of Design memorandum for the waterfront elements that will capture the functional requirements for the various project components, design loads, environmental conditions, codes and standards, and site restrictions.

- Prepare 100% Schematic Design drawings which advance the 30% submission to incorporate client comments, feedback from regulatory agencies, and advancement of the shoreline design. The plan set will incorporate comments from JCRA as well as planting plans prepared by SWA/Balsley.
- Establish the limits of demolition and type and volume of materials to be removed.
- Perform coastal analysis of water level measurements from the Bergen Point West Reach, NY tide gage and/or the USGS gage located on the Hackensack River. Operational and extreme analysis that accounts for Sea Level Rise will be performed. Various water levels and their probability of exceedance will be calculated to produce a cumulative frequency analysis.
- Evaluate settlement potential of existing soils to define preliminary construction template. Conduct preliminary structural analysis of the transient pier, pile supported boardwalk, and pile supported perched beach to determine pile type, size, and length, pile caps geometry and deck panels. If a timber substructure is preferred for the boardwalk, substructure members and decking will be determined. For the perched beach, evaluate deck system to support and maintain sand fill.
- Develop debris deflection panels to be integrated into the boardwalk substructure
- Evaluate stability of the rock structures due to storm wave conditions and define rock size and sill geometry. Identify acceptable damage levels to rock sill for extreme storm events.
- Evaluate scour potential at any stormwater outfalls proposed by the upland development and develop shoreline erosion protection scheme/spillway.
- Evaluate existing bulkhead design prepared by Langan Engineering to determine if the final cap elevation and typical structural section will require modification. Develop bulkhead concept for the Schematic Design Package.
- Evaluate and define transient dock and kayak dock locations and geometry.

#### *Deliverables*

- 100% Schematic Design Figures
- Basis of Design Memorandum
- Updated Engineers Estimate for Construction
- A list of opportunities for potential grant funding based on the Schematic Design Concepts
- Attend semimonthly coordination meetings via video conference.

#### *Special Conditions/Dependencies (Applicable to both Subtask 1a.1 and 1a.2)*

- Schematic design documents are based on existing topographic, bathymetric and geotechnical surveys. Design adjustments based on modified site conditions is not included.
- Drawings to be delivered electronically as DWG and PDF files on 22"x34" sheets.
- Aquatic resource surveys and geotechnical investigations to be provided by others.
- Drawings to be delivered electronically as DWG and PDF files on 22"x34" sheets.

- Responses to comments and request for additional information from federal and state regulatory agencies, if required, is not included in this task and will be invoiced on a T&M basis in accordance with the attached hourly rate schedule and mutually agreed to between JCRA and M&N.
- Design of any required mitigation as stipulated by the regulatory agencies is not included in this proposal.
- No additional field and engineering studies are included in this task.
- Schematic design documents will be based on existing topographic, bathymetric and geotechnical surveys. Design adjustments based on modified site conditions is not included.
- Additional field investigations (i.e. site surveys, geotechnical investigations, environmental surveys) required to advance the design will be identified during this task though the cost has not been included in this proposal.

## **2.2 Vertical Structures and Public Environments**

On the land side, the Riverfront Park incorporates "key places" such as the Landing, and the Point. The Point and the Landing encompass three freestanding buildings each. For both places, creating a distinct character that encompasses the buildings and the public realm together is essential to attracting interest from quality developers. Establishing the program requirements for these buildings is also a necessary first step for the design of the buildings and understanding their costs.

On the water side, the Shoreline Improvements will include the Public Pier along the Hackensack Riverfront, which will serve as Bayfront's gateway to the west. The design of the Pier will need to be integrated with the design of the Landing and the integration of the two will be central to its success.

- Provide overall coordination and direction for the Shoreline Improvements design and engineering team
- Prepare a conceptual program for the six freestanding buildings at the Point and the Landing
- Prepare schematic design for:
  - Three freestanding buildings at the Point and the three freestanding buildings at the Landing
  - The Public Pier
  - Architectural elements within both the Riverfront Park and Shoreline Improvements such as pylons, canopies, trellises, gateways, and overlooks

### **Task 2.2 Deliverables:**

- Conceptual Program and site restrictions memorandum
- Two three-dimensional renderings: one for the Point, and one for the Landing
- 50% Schematic Design Drawings (ground floor plan, upper level plan (as applicable), roof plan, sections, elevations) in PDF and AutoCad formats

The Team will work with JCRA, the Department of City Planning, and the other design consultants retained by JCRA to ensure that the Shoreline Schematic Design is coordinated with the Riverfront Park and the adjacent parks, streets, and buildings.

***Deliverables:***

- Meeting agendas and follow up "actions and decisions" memoranda from each meeting
- Schedule updates

***Tasks 2.2 Exclusions and Assumptions:***

We assume that cost estimating and code consultant for the architectural components of the Shoreline Improvements will be the responsibility of JCRA.

**2.3 Shoreline Landscape Architecture**

The Team, led by SWA, shall provide landscape architectural design consultation for the extended waterfront, including items such as:

- Sloping paths or steps down to revetment level
- Layout of the revetments and revetment trail in plan
- Seating overlooks
- Bridges or boardwalks across the cove openings
- Pier shape and details
- Plantings (DEP-approved tidal marsh plantings by others)

SWA shall provide schematic design, as later described, for the following scope items:

- Design grading
- Pedestrian pavements
- Landscape walls under 3' in height, steps, railings and related site elements not a part of the buildings
- Fences, decks and seating devices
- Fixed site furniture
- Planting (DEP-approved tidal marsh planting by others)
- Coordination with lighting (Site lighting selection, layout, design, photometric studies, structural engineering (if any) and circuitry are not included in this contract)
- Coordination with site graphics and signage by others
- Coordination with public art by others
- Coordination with marine structures (piers, docks, gangways, etc.) by others
- Coordination with architects for site structures such as pavilions, overlooks, etc. Coordination with site civil and environmental engineers for grading, drainage, water courses, and site structures.

SWA shall refine the concept design, as shown in the final Bayfront Master Plan document, to a schematic level of design. The schematic design drawings shall define the character and essentials of the project, including preliminary proposal for materials.

***Task 2.3 Deliverables:***

- Schematic illustrative plan
- Materials plan and planting palette
- Illustrative sections
- Diagrams explaining various aspects of the design
- Perspective Lumion renderings produced in-house (up to 3) using client or

- architect's 3D models
- Precedent images
- Review and comment on preliminary cost estimate by others

**Task 2.3 Exclusions:**

- a. We assume that JCRA will provide the following information or services as required for performance of the work. SWA assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should SWA be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.
  1. Digital topography and boundary surveys
  2. Legal descriptions of property
  3. Soils testing and/or engineering
  4. Existing site engineering and utility base information
  5. Engineering, structural, MEP, civil, marine, environmental, waterproofing
  6. Engineering other than that provided within the Scope of Services
  7. Architectural design and documents and supporting digital files including plans, sections and 3D files of the site architectural elements
- b. We assume JCRA will retain and direct the services of the professional consultants needed to perform these services:
  1. Government approval expediting
  2. Cost estimating and code consultant for the landscape components of the *Shoreline Improvements*
  3. Final grading, drainage, and marine habitat
  4. Structural, mechanical, marine, environmental, and electrical engineering
  5. Site lighting design, layout photometrics, fixture selection, layout, manufacturing specifications or shop drawings.
  6. Signage and wayfinding design layout and documentation
  7. Structural engineering for landscape walls, steps, railings and all related site structural elements
  8. Ecological consulting and wetland planting design, permits, and meetings
  9. Environmental and archeological assessment and remediation
  10. Preparation of LEED submissions (or similar)

**2.2 Preparation of Permit Application**

Based on the 100% Schematic Design, the team, led by M&N will prepare the joint permit application, technical narratives, and drawings for regulatory review and approval of Phase 1/Droyers Cove Shoreline Improvements. Additionally, as part of this task, M&N will provide technical narratives and documentation to support the landside design team with Jersey City Municipal Utilities Authority (JCMUA) approvals related to proposed stormwater outfalls.

**Task 2.2 Permit Application Preparation (to be performed in conjunction with 100% SD SubTask 1.a.2):**

- Prepare joint permit application for USACE and NJDEP. Preparation of individual permit application has been assumed based on the proposed project elements. A project narrative will be developed to describe and support the preferred design, and calculations documenting the amount of in water fill and overwater coverage will be performed

- Prepare a permit modification of existing bulkhead permit to reflect Phase 1 shoreline improvements
- Identify the process for relocation of the pierhead line along the Hackensack River and variance in the federal channel setback requirements (if required) for future phases of the shoreline development
- Maintain permit matrix listing all required permits and, tasks/steps to be undertaken on each permit, and noting progress data requests. This permit progress matrix will be updated weekly, or as applicable

**Task 2.2 Deliverables:**

- Permit applications
- Permit drawings in appropriate USACE and/or NJDEP format
- Technical narrative of alternatives assessment, and construction methodology for federal and state permit applications

**Special Conditions/Dependencies:**

- This task assumes that waterside components will be modified to reasonably accommodate regulatory agency requests
- Responses to comments and request for additional information from federal and state regulatory agencies, if required, is not included in this task and will be invoiced on a T&M basis in accordance with the attached hourly rate schedule
- Design of any required mitigation as stipulated by the regulatory agencies is not included in this proposal
- Permit Fees are not included in this proposal
- No additional field and engineering studies are included in this task

**2.3 Implementation Strategy and Grant Support**

**a. Implementation Strategy**

We anticipate that the Riverfront Park will be implemented by some of traditional City-led procurement and public-private partnerships. This task will focus on advising the City on strategies for the development of the Riverfront Park, including phasing and defining the scope and boundaries for areas of the park, such as the Landing and the Point which may be implemented through public-private partnerships. Because phasing may extend over time, staging must be carefully considered. Individual phases must be able to function on their own, look complete and project the overall vision, or brand of the park.

**Scope:**

- Support JCRA in establishing a phasing strategy for the Park
- Define boundaries of the individual phases, and public-private implementation areas

**b. Grant Support Services**

Several potential Federal and State grant sources for boating and other publicly accessible waterside developments were identified during the Master Plan phase. This task consists of identifying the grants to be pursued and associated application contacts, deadlines, disbursement schedules including project matching, and compliance requirements

which are applicable to the Phase 1 Shoreline development.

**Scope:**

- Identify potential grant funding sources
- Initiate conversation with state or federal agency to review eligibility, matching and compliance requirements and timelines.
- Identify competing projects that may affect the timing of grant awards.
- Prepare project narrative to provide economic and social justification

**Special Conditions/Dependencies:**

Preparation and submittal of the candidate grant applications is not included in this task and will be individually scoped once identified

**Task 3 Deliverables**

- Summary memorandum on implementation strategy for the park
- Phasing diagram
- Fact sheet with program breakdown and public and private actions for each phase
- Summary memorandum of potential grant sources and associated application, contacts, deadlines, disbursement schedules, and requirements
- Project Narrative for future grant applications

**2.4 Meetings and Coordination**

The Perkins Eastman Team will continue to work with JCRA and its other technical consultants to ensure that the Phase 1 Shoreline Schematic Design is coordinated with the adjacent parks, streets, and buildings. This includes frequent and open communication with team members via weekly coordination meetings and bi-weekly progress meetings with JCRA. As team lead, Perkins Eastman will continue to provide overall coordination and management of the Shoreline Improvements design and engineering team.

**Meetings:**

- Participate in bi-weekly coordination meetings with the JCRA team
- Participate in one stakeholder meeting with Hackensack Riverkeeper and the landside park design team
- Participate in one stakeholder advisory committee meeting to get input to schematic design for Riverfront Park.
- Participate in a milestone deliverable comment review meetings to discuss client comments on the 100% Schematic Design deliverable

**Deliverables**

- Meeting agendas and follow up "actions and decisions" memoranda from each meeting
- Schedule updates

**Special Conditions/Dependencies:**

- Additional meetings not identified in this proposal shall be reimbursed on a time and materials basis using the attached rate schedule
- We assume, due to the ongoing Covid 19 pandemic that these meetings will be conducted in a virtual forum.



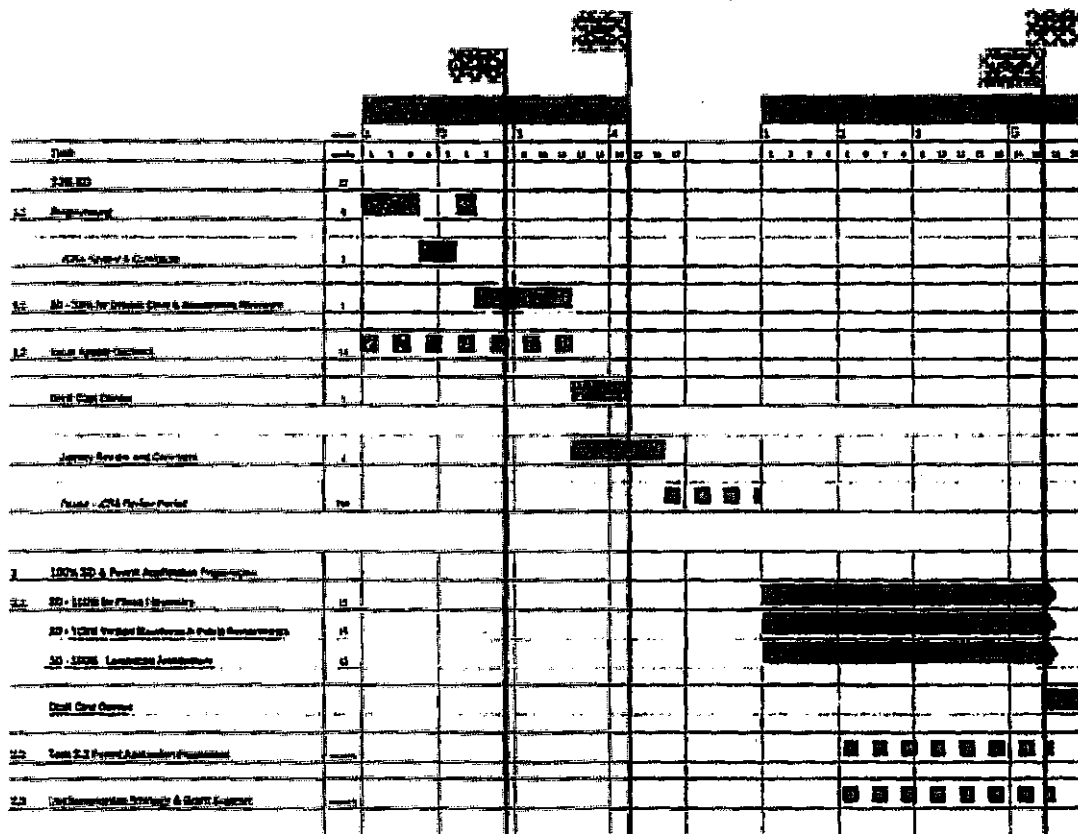
**B. TEAM**

Perkins-Eastman will be the prime consultant, responsible for overall coordination of the team, maintaining design continuity with the master plan, the design of all vertical structures, and integration with adjacent uplands. As Principal-In-Charge, I will continue providing overall direction and implementation strategy. Paul Song and Sunghwan Yoon will continue as senior designer and project designer, respectively. SWA/Balsley will provide the shoreline landscape design. SWA will continue to be led by Tom Balsley, Steven Lee and Jacob Glazer. Moffat & Nichol led by Bill Shute, Mark Piriello, and Rob Sloop will lead the shoreline design and permitting effort. We understand SWA will be retained by JCRA under separate contract for the design of the land side component of Riverfont Park.

### C. SCHEDULE

We anticipate completing this scope of work in two steps per the timetable below.

- Step 1/30% SD and Initial Agency and Initial agency outreach will be completed three months from notice to proceed. With the Pre-Application meetings to occur approximately three weeks prior to the time of the 30% schematic design submittal
- Step 2/100% Schematic Design will be completed three and a half months from receipt of comments from the JCRA on the 30% Schematic Design drawing set with the Draft Basis of Design to be completed approximately three weeks from notice to proceed on Step 2, and permit applications to be submitted along with the 100% schematic design submittal.



#### D. COMPENSATION

We propose to complete this work for a fixed fee of \$567,280. This breaks down as follows:

##### Step 1 - 80% Schematic Design and Initial Regulatory Agency Outreach

Task	FE	Moffatt & Nichol	BWA/Balsely	Total
1.1 Shoreline Improvements	\$ 4,000	\$ 65,000	\$ 1,000	\$ 70,000
1.2 Initial Regulatory Agency Outreach		\$14,250		\$ 14,250
1.3 Meetings and Coordination	\$ 8,000	\$ 8,000	\$ 1,000	\$ 17,000
Subtotal	\$ 12,000	\$ 87,250	\$ 2,000	\$ 101,250
Reimbursables	\$ 100	\$ 100		\$ 200
Total - Step 1	\$ 12,100	\$ 87,350	\$ 2,000	\$ 101,450

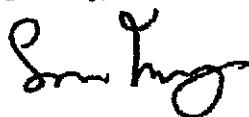
##### Step 2 - 100% Schematic Design and Preparation of Permit Application

Task	FE	Moffatt & Nichol	BWA/Balsely	Total
2.1 Shoreline Improvements		\$ 148,810		\$ 148,810
2.2 Vertical Structures & Public Environments	\$ 146,500			\$ 146,500
2.3 Shoreline Landscape			\$ 84,000	\$ 84,000
2.4 Preparation of Permit Application for Phase 1/Dryden Cove		\$24,030		\$ 24,030
2.5 Implementation Strategy & Grant Support Services	\$ 5,160	\$ 18,870		\$ 24,030
2.6 Meetings and Coordination	\$ 15,500	\$ 16,350	\$ 4,000	\$ 35,850
Subtotal	\$ 157,160	\$ 208,670	\$ 88,000	\$ 453,830
Reimbursables	\$ 700	\$ 900	\$ 400	\$ 2,000
Total - Step 2	\$ 157,860	\$ 209,570	\$ 88,400	\$ 455,830

Grand Total	\$ 178,960	\$ 296,920	\$ 90,400	\$ 567,280
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Your signature on the line below will serve as notice to proceed. Please call me should you have any questions or need any further information.

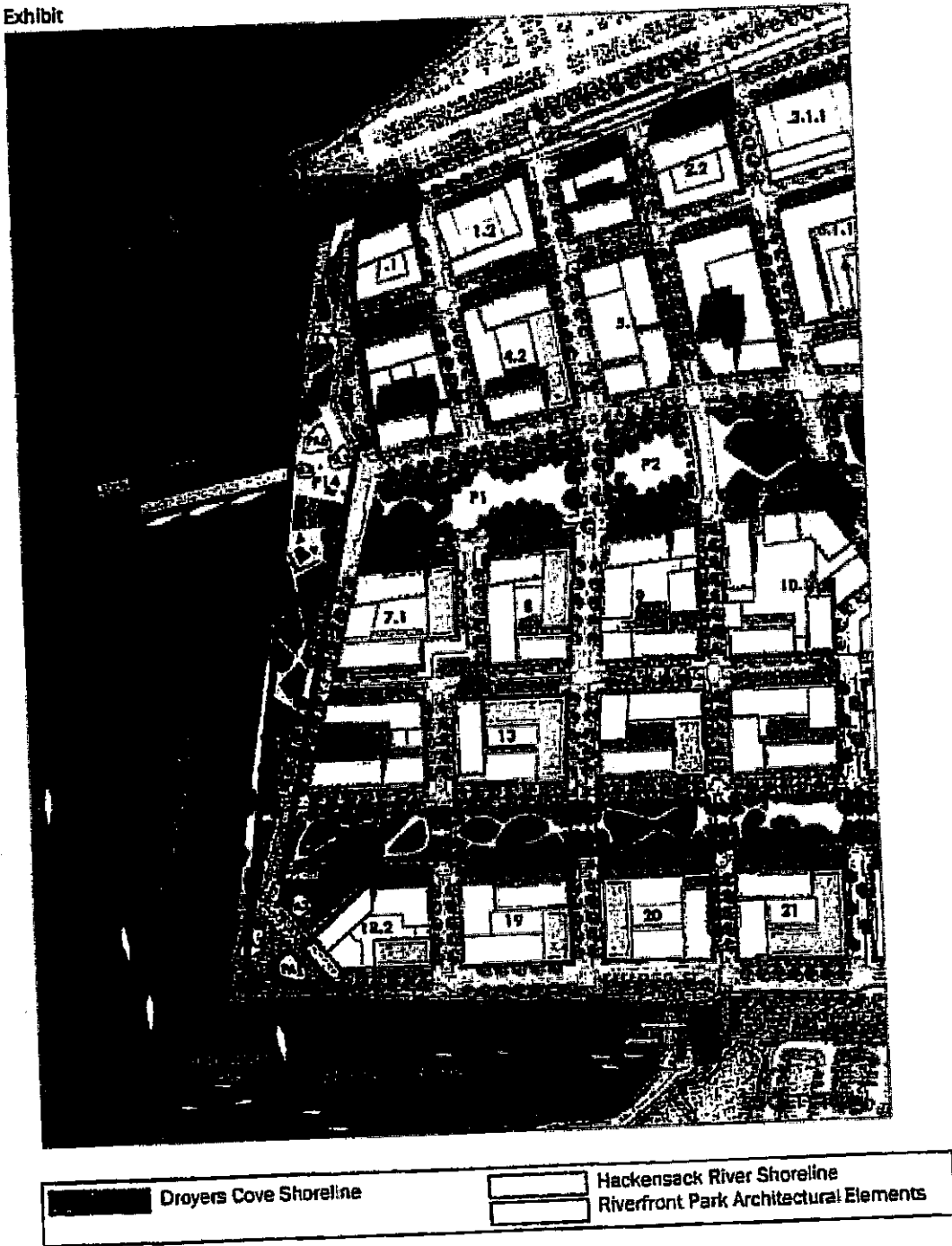
Sincerely,



Eric C.Y. Fang AIA, AICP, LEED AP  
Principal  
Jersey City Redevelopment Agency

Chris Fiore  
Assistant Executive Director

Exhibit



**EXHIBIT B**

**RESOLUTION 21-04-7**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING 612 COMMUNIPAW LLC AS REDEVELOPER AND AUTHORIZING EXECUTION OF A FUNDING AGREEMENT IN CONNECTION WITH REDEVELOPMENT OF PROPERTY IDENTIFIED AS BLOCK 17905, LOTS 18-22, COMMONLY KNOWN AS 612-616 COMMUNIPAW AVENUE AND 91-93 HARRISON AVENUE, WITHIN THE JACKSON HILL REDEVELOPMENT AREA**

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

**WHEREAS**, 612 Communipaw LLC (the “**Redeveloper**”) proposes to redevelop that certain property within the Redevelopment Area identified on the official tax maps of the City as Block 17905, Lots 18, 19, 20, 21, and 22, commonly known as 612-616 Communipaw Avenue and 91-93 Harrison Avenue (collectively, the “**Property**”) in accordance with the Redevelopment Plan; and

**WHEREAS**, the Redeveloper proposes to redevelop the Property by developing, financing and constructing thereon a six (6) story mixed-use building containing fifty-nine (59) dwelling units, of which ten percent (10%) or five (5) of which shall be Affordable Housing Units (as defined herein), and tenant amenities; twenty (20) parking spaces; approximately 12,249 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 and the Redeveloper intend to pursue pre-development activities, including negotiation of a redevelopment agreement and purchase and sale agreement and other related actions (the “**Pre-Development Activities**”); and

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

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

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

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

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


**Section 3.** 612 Communipaw LLC is hereby designated as the Redeveloper of the Property for a period commencing upon the adoption of this resolution and ending on November 30, unless extended for up to two (2) additional periods of no more than thirty (30) days each by the Executive Director in her sole discretion, *provided, however*, that designation of Redeveloper as authorized hereunder is conditional upon Redeveloper's full execution and funding of the Funding Agreement.

**Section 4.** If, by November 30, 2022 or such later date as established by the Executive Director in accordance with Section 3 hereof, the Agency and the Redeveloper have not executed a mutually acceptable redevelopment agreement, the designation of 612 Communipaw LLC as Redeveloper of the Property shall automatically expire without any need for any further action of the Board.

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

**Section 6.** This Resolution shall take effect immediately.

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of April 19, 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	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

REVISIONS				
DATE	BY	LIC NO	BLOCK	LOT
01/2015	CHARLES A. ATKINSON	33994	17907	31-32
02/2021	ED. GAY	34682	17903	2-3

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AVENUE

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511

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STREE

AVENUE

COMMUNIPAW

SEE SHEET 185

SEE SHEET 167

EMORY

BRINKERHOFF

HARRISON

AVENUE

AVENUE

DR. MARTIN

10

SEE SHEET 186

SEE SHEET 169

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

**CITY OF JERSEY CITY**  
**HUDSON COUNTY, NEW JERSEY**  
SCALE: 1" = 50' AUGUST 2004

**RICHARD A. MORALLE, P.E., P.L.S.**  
T & M ASSOCIATES  
11 TINDALL ROAD, MIDDLETOWN TOWNSHIP  
NEW JERSEY, 07049



## **FUNDING AGREEMENT**

**THIS FUNDING AGREEMENT** (the “**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ (the “**Effective Date**”) by and between the **JERSEY CITY REDEVELOPMENT AGENCY**, a body corporate and politic of the State of New Jersey (the “**Agency**”), with an address of 4 Jackson Square, Jersey City, New Jersey 07302, and **612 COMMUNIPAW LLC**, a limited liability company of the State of New Jersey (the “**Developer**”, together with the Agency, the “**Parties**”), with an address 361 15th Street, Hoboken, New Jersey 07030.

### **W I T N E S S E T H :**

**WHEREAS**, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, as amended and supplemented (the “**Act**”), provides a process for municipalities to participate in the redevelopment and improvement of areas designated by the municipality as in need of redevelopment; and

**WHEREAS**, the Agency and the Developer intend to pursue pre-development activities, including but not limited to review of Developer’s application, negotiation in good faith and preparation of a redevelopment agreement and other related actions (the “**Pre-Development Activities**”), with respect to certain property within the City of Jersey City (the “**City**”) identified as Block 17905, Lots 18, 19, 20, 21, and 22 on the official tax map of the City, commonly known as 612-616 Communipaw Avenue (the “**Property**”) located within the Jackson Hill Redevelopment Area, an area designated by the City as an area in need of redevelopment pursuant to the Act, which is subject to the Jackson Hill Redevelopment Plan; and

**WHEREAS**, the Redeveloper proposes to redevelop the Property by developing, financing and constructing thereon a six (6) story mixed-use building containing fifty-nine (59) dwelling units, of which ten percent (10%) or five (5) of which shall be Affordable Housing Units, tenant amenities, twenty (20) parking spaces, approximately 12,249 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 Developer recognizes that the Agency will incur costs and expenses in connection with the Pre-Development Activities and other Reimbursable Activities, as defined below, and the Developer is willing to defray those costs and expenses, with no assurance of a particular result for the Developer from the Agency; and

**WHEREAS**, as an inducement to the Agency to engage in Pre-Development Activities, and as a precondition thereto, the Developer has agreed to deposit with the Agency the initial amount of **TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)** (the “**Initial Escrow Deposit**”), to be held in escrow and disbursed in accordance with the provisions of this Agreement to defray certain costs incurred by or on behalf of the Agency arising out of or in connection with the Pre-Development Activities,

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, and intending to be legally bound hereby, the Parties hereto agree as follows:

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

**Section 2.** The Initial Escrow Deposit and all additions thereto shall be separate from and in addition to all other fees and escrow deposits that the Agency may require the Developer to pay. The Developer shall deposit additional funds to the Initial Escrow Deposit as same becomes necessary in order to cover all reimbursable expenses incurred by the Agency pursuant to the terms of this Agreement.

**Section 3.** The Developer shall reimburse the Agency for all professional services charges incurred in connection with the Pre-Development Activities, including but not limited to correspondence, meetings and all communications (including by telephone and e-mail) with the Developer and its professionals, Agency staff and the Agency's retained professional(s), and including all such costs incurred by the Agency in connection with the Pre-Development Activities as of the Effective Date (collectively, and together with the Pre-Development Activities, the "**Reimbursable Activities**"). Charges incurred with professionals retained by the Agency shall be in accordance with the then-effective fee agreements between the Agency and such professionals.

**Section 4.** The Initial Escrow Deposit and all additions thereto 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, separate from all Agency operating funds. The Initial Escrow Deposit shall be deposited in an account referenced to the Parties. Concurrently with its submission of the Initial Escrow Deposit to the Agency, the Developer shall provide a copy of its Business Registration Certificate and Form W-9 to aid in the administration of funds.

**Section 5.** (a) The Agency shall use the Initial Escrow Deposit and all additions thereto to pay Reimbursable Activities.

(b) The Developer shall not be charged for any costs and expenses that do not constitute Reimbursable Activities.

(c) Each payment for professional services charged to the escrow account shall be pursuant to a voucher from the professional, identifying the personnel performing the Reimbursable Activities, each date the services were performed, the hours spent, in not greater than one-tenth (1/10) hour increments, the hourly rate, and specifying Reimbursable Activities. All professionals shall submit the required vouchers or statements to the Agency on a monthly basis in accordance with the schedule and procedures established by the Agency. Each professional shall make a voucher or statement available to the Developer upon request and to the extent the Developer requires an informational copy of a voucher or statement submitted to the Agency, each such informational voucher or statement may be redacted if and as necessary to prevent disclosure of privileged or otherwise confidential matters.

**Section 6.** Upon the termination of Reimbursable Activities, or as reasonably requested by the Developer, the Agency shall prepare and send to the Developer a statement which

shall include an accounting of funds listing all deposits, disbursements and the cumulative balance of the escrow account. If at any time the balance in the escrow account is less than **SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00)**, the Agency shall provide the Developer with a notice of the insufficient escrow deposit balance. The Developer shall deposit to the respective escrow account additional funds such that the total amount on deposit in such escrow account shall be not less than **TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)**, such deposit to be made within five (5) business days of the Agency's notice, failing which the Agency may unilaterally cease work without liability to the Developer.

**Section 7.** Upon termination of Reimbursable Activities, the Developer shall send written notice by certified mail to the Agency, to the attention of the Agency's General Counsel, requesting that the remaining balance of the funds in the escrow account be refunded, or otherwise applied as agreed. After receipt of such notice, the professional(s) shall render a final bill to the Agency within thirty (30) days and shall send an informational copy simultaneously to the Developer. Within thirty (30) days of receipt of the final bill, the Agency shall pay all outstanding bills in accordance with this Agreement and render a written final accounting to the Developer detailing the uses to which the escrow funds were applied. The Developer will not be responsible for any additional charges once the final accounting has been rendered by the Agency in accordance with this section.

**Section 8.** (a) The Developer may dispute the propriety or reasonableness of professional charges paid out of the Initial Escrow Deposit and all additions thereto by written notice to the Agency. The Developer shall simultaneously send a copy of such notice to the professional(s) whose charges or estimated costs are the subject of the dispute. Such written notice of a disputed charge shall be given within thirty (30) days from the Developer's receipt of the informational copy of the professional's voucher, except that if the professional has not supplied the Developer with an informational copy of the voucher, then the Developer shall send notice within thirty (30) days from receipt of the first statement of activity against the escrow account containing the disputed charge. Failure to dispute a charge in writing within the prescribed time shall constitute the Developer's acceptance of the charge and a waiver by the Developer of all objections to the charge and to payment thereof out of the escrow account.

(b) If the Agency and the Developer cannot agree on the resolution of a disputed charge, the Parties agree to arbitrate the matter with a retired judge mutually agreeable to the Parties acting as arbitrator. During the pendency of a dispute, the Agency shall not pay the disputed charges out of the escrow account but may continue to pay undisputed charges out of the escrow account.

**Section 9.** This Agreement shall be governed, construed and enforced according to the laws of the State of New Jersey, without regard to its conflicts 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 Developer hereby waives all objections to such venue.

**Section 10.** This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and upon each party's successors and assigns.

**Section 11.** Interpretation of this Agreement shall be made without regard to or any presumption against or other rule requiring construction against the entity drawing or causing this Agreement to be drawn, as counsel for both the Developer and the Agency have combined in their review and approval of same.

**Section 12.** This Agreement contains the entire agreement of the Parties relative to the subject matter hereof. Any amendment hereto or modification or variation hereof shall be ineffective unless in writing signed by each of the Parties hereto.

**Section 13.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

**Section 14.** This Agreement shall not become effective unless and until the Developer makes the Initial Escrow Deposit.

*[signatures appear on the following page]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**WITNESS OR ATTEST:**

**JERSEY CITY REDEVELOPMENT AGENCY,**  
a body corporate and politic of the State of New Jersey

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

By: \_\_\_\_\_  
Name: Diana H. Jeffrey  
Title: Executive Director

**WITNESS OR ATTEST:**

**612-616 COMMUNIPAW LLC,**  
a New Jersey limited liability company

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

By: \_\_\_\_\_  
Name:  
Title: Authorized Signatory

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE AGENCY TO ENTER INTO AN ACCESS AGREEMENT WITH JC CAPITAL FUND MLK, LLC FOR USE OF AGENCY-OWNED PROPERTY LOCATED AT 174-178 MLK DRIVE AND 204 STEGMAN STREET WITHIN THE JACKSON HILL REDEVELOPMENT AREA**

**WHEREAS**, the JCRA owns certain property commonly known as 174-178 MLK Drive and 204 Stegman Street, Jersey City, New Jersey 07305 (the "Premises"); and

**WHEREAS**, JC Capital Fund MLK, LLC ("JC Capital") owns real property at 168-172 Martin Luther King Jr. Drive, Jersey City, New Jersey 07305, that is adjacent to the Premises; and

**WHEREAS**, JC Capital by way of its employees, agents, servants and/or independent contractors, have and continue to engage in certain construction activities at JC Capital's property which require the erection of a scaffold, which would be facilitated by access to the Premises; and

**WHEREAS**, JC Capital, its employees, agents, servants and/or independent contractors wish to obtain access to the Premises in order to erect a scaffold for use in its construction activities adjacent to the Premises; and

**WHEREAS**, JC Capital and JCRA wish to formalize such access to the Premises by JC Capital; and

**WHEREAS**, the JCRA and JC Capital wish to formalize the grant of access to the Premises by the WRC, by way of a written Access Agreement; and

**WHEREAS**, a copy of the proposed Access Agreement is attached hereto, which permits JC Capital limited access to the Premises, pursuant to the terms and conditions set forth therein.

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

- 1) The above recitals are incorporated herein as if set forth at length.
- 2) The Agency shall endeavor to negotiate and enter into an Access Agreement, providing JC Capital access to the Premises subject to certain terms and conditions.
- 3) The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to take all actions and execute all documents necessary to effectuate this Resolution, in consultation with counsel.
- 4) This Resolution shall take effect immediately.

  
Diana H. Jeffrey, Executive Director

<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	✓			

### **ACCESS AGREEMENT**

This Access Agreement (the "Agreement") made on January 10, 2022, (the "Effective Date") between JC Capital Fund MLK, LLC ("JC Capital") with offices at 7 Glenwood Avenue, Suite 418, East Orange, New Jersey 07017 and the Jersey City Redevelopment Agency, a body corporate and politic of the State of New Jersey (hereinafter "JCRA") with offices at 4 Jackson Square, Jersey City, New Jersey 07305.

### **WITNESSETH:**

**WHEREAS**, the JCRA owns certain property commonly known as 204 Stegman Street, Jersey City, New Jersey 07305 (the "Premises"); and

**WHEREAS**, JC Capital owns real property at 168-172 Martin Luther King Jr. Drive, Jersey City, New Jersey 07305, that is adjacent to the Premises; and

**WHEREAS**, JC Capital by way of its employees, agents, servants and/or independent contractors, have and continue to engage in certain construction activities at JC Capital's property which require the erection of a scaffold, which would be facilitated by access to the Premises; and

**WHEREAS**, JC Capital, its employees, agents, servants and/or independent contractors wish to obtain access to the Premises in order to erect a scaffold for use in its construction activities adjacent to the Premises; and

**WHEREAS**, JC Capital and JCRA wish to formalize such access to the Premises by JC Capital; and

**WHEREAS**, by this agreement, JC Capital, its employees, agents, servants and/or independent contractors, are permitted to access the Premises, subject to the terms and conditions of this Agreement as set forth below; and

**NOW, THEREFORE**, in consideration for the promises and covenants set forth herein and for other good and valuable consideration, the parties hereby agree to the following terms and conditions:

1. JC Capital, its employees, agents, servants and/or independent contractors may access the Premises only to erect a scaffold to be used in construction activities at 168-172 Martin Luther King Jr. Drive, Jersey City, New Jersey 07305, and for no other purpose.
2. This Access Agreement shall be effective immediately upon execution by all parties, and unless extended by way of separate executed written agreement, shall automatically terminate without further notice, within four weeks of this Agreement being fully executed.
3. If the scaffold erection activities that require access to the Premises are completed before the expiration of this Agreement, JC Capital, its employees, agents, servants and/or



independent contractors, will no longer be permitted to access the Premises and must immediately and permanently cease such access.

4. The JCRA reserves the right to terminate this Agreement in whole or in part, and to require immediate cessation of access to the Premises, upon furnishing telephonic or e-mail notice to JC Capital.
5. Any damage to the Premises or property owned by the JCRA resulting from or in any way arising out of the use of the Premises by JC Capital, its employees, agents, servants and/or independent contractors, will be promptly reported by JC Capital to JCRA, and repaired by JC Capital its own cost and expense. If the JCRA requests that JC Capital make a repair, and if JC Capital fails to make such repairs within a reasonable time after being requested to do so, the JCRA shall have the right to make such repairs and JC Capital agrees to reimburse the JCRA for all costs and expenses thereof.
6. JC Capital agrees to assume any and all risk of loss or damage of any kind whatsoever, including any injury or death of any person, including wrongful death, or loss of damage to property, arising out of the use by JC Capital, its employees, agents, servants and/or independent contractors, of the Premises, or as a result of JCRA's alleged acts/omissions/palpably unreasonable conduct with respect to the Premises.
7. JC Capital agrees to defend, indemnify and hold harmless the JCRA, its officers, directors, employees, members, managers, agents, attorneys and insures from and against any and all claims, suits and demands based upon or arising out of the use by JC Capital, its employees, agents, servants and/or independent contractors, of the Premises including such claims, suits and demands based on the JCRA's alleged acts/omissions/palpably unreasonable conduct with respect to the Premises, and for all costs and expenses incurred by the JCRA in the defense, settlement and/or satisfaction of any such claims, including attorneys' fees and costs of suit. If so directed, JC Capital shall, at no cost or expense to the JCRA, defend JCRA against such claims.
8. Nothing herein contained shall be understood or construed to create or grant any benefits, rights or property interests to any third party with respect to entry onto the Premises, unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.
9. The JCRA shall not be responsible for any injury, loss or theft sustained by JC Capital, its agents, servants, employees or independent contractors, arising out of the use of the Premises.
10. The JCRA makes no representations or warranties regarding the condition of the Premises. The JCRA expressly disclaims, and JC Capital expressly waives, all implied warranties, including without limitation, any warranty of suitability or fitness of the

Premises for any use or purpose. JC Capital acknowledges the Premises will be "as is" condition, and the JCRA has no obligation to warn of any hazards, known or unknown, or to engage in any repair and/or improvement, to facilitate the use of the Premises or make JC Capital's use of the Premises safe in any way. Furthermore, the JCRA owes no such duty to make representations or warranties to JC Capital's employees, agents, servants and/or independent contractors of any condition of the Premises.

11. Upon completion of its work at the Premises, JC Capital, its agents, servants, employees or independent contractors shall leave the Premises in substantially the same condition as it was at the inception of this Agreement.

12. JC Capital, and any employees, agents, servants and/or independent contractors who enter the Premises, are required to obtain the Comprehensive General Liability Insurance and Worker's Compensation Insurance, that would cover property damage or bodily injury claims arising out of the use of the Premises by JC Capital, its employees, agents, servants and/or independent contractors.

13. Evidence of the existence of all insurance required hereunder, in the form of Certificates of Insurance, will be provided to JCRA by JC Capital, prior to the entry by JC Capital, or its any employees, agents, servants and/or independent contractors, onto the Premises. JC Capital, its agents, employees cannot enter the Premises until the JCRA provides JC Capital with e-mailed notification that the Certificates of Insurance are acceptable to the JCRA.

14. All notices between the parties hereto shall be in writing and addressed and delivered to:

JCRA: Diana Jeffrey, Esq.  
Executive Director  
Jersey City Redevelopment Agency  
66 York St.  
3<sup>rd</sup> Floor  
Jersey City, New Jersey 07302

JC Capital: Chris Stead  
JC Capital Fund MLK, LLC  
7 Glenwood Dr.  
Suite 418  
East Orange, New Jersey 07017  
chrismstead@gmail.com

15. This Agreement is non-transferable by either JC Capital or JCRA.

16. This Agreement may be executed in counterparts, which of which shall be deemed an original and shall constitute one and the same instrument.
17. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey.
18. If any provision of this Agreement shall be deemed unenforceable as a matter of law, it shall be severed from the remainder of the Agreement and the remainder of the Agreement shall remain in full force and effect.
19. This Agreement represents the entirety of the Agreement between the Parties. This Agreement may not be modified in whole or in part except by written agreement among the Parties.
20. By signing this Agreement, the signatories acknowledge that they are imbued with the requisite authority to enter into this Agreement.

JERSEY CITY REDEVELOPMENT AGENCY  
(JCRA)

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

Diana H. Jeffrey, Esq.

Executive Director

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

JC Capital Fund MLK, LLC

(JC Capital)

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

Chris Stead

Date: 1/10/22

Attest: \_\_\_\_\_

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
AUTHORIZING EXTENSION OF A LICENSE  
AGREEMENT WITH THE CITY OF JERSEY CITY WITH  
RESPECT TO PROPERTY IDENTIFIED AS BLOCK 7902,  
LOTS 25, 26, 27, 28, AND 29, COMMONLY KNOWN AS 693-  
701 NEWARK AVENUE, WITHIN THE JOURNAL SQUARE  
2060 REDEVELOPMENT AREA**

**WHEREAS**, the Jersey City Redevelopment Agency (the “**Agency**”) was established by the City of Jersey City (the “**City**”) 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**, pursuant to the Redevelopment Law, the City designated certain parcels of land as an “area in need of redevelopment” known as the Journal Square 2060 Redevelopment Area (the “**Redevelopment Area**”) and adopted the Journal Square 2060 Redevelopment Plan (the “**Redevelopment Plan**”) in order to effectuate the redevelopment of the Redevelopment Area; and

**WHEREAS**, on November 29, 2016, the Parking Authority of the City of Jersey City (which was subsequently dissolved) transferred to the Agency certain properties within the Redevelopment Area, including those identified on the official tax maps of the City as Block 7902, Lots 25, 26, 27, 28, 29, commonly known as 693-701 Newark Avenue (collectively, the “**Property**”), which Property is subject to the Redevelopment Plan; and

**WHEREAS**, the Property consists of a paved parking facility (the “**Parking Facility**”), which is being operated and managed by the City pursuant to that certain License Agreement dated May 24, 2021 (the “**License Agreement**”), as approved by the Agency Board of Commissioners pursuant to Resolution No. 21-SP02-2-10 adopted on February 23, 2021 and by City Council pursuant to Resolution 21-362 adopted on May 13, 2021; and

**WHEREAS**, the License Agreement is set to expire on May 23, 2022; and

**WHEREAS**, the City desires to continue operating the Parking Facility on the Property and the Agency desires to permit the City to continue operating and managing the Parking Facility on the Property; and

**WHEREAS**, the Agency desires to extend the License Agreement for a period of six (6) months, subject to approval of same by the City, provided that the Agency shall have the right to terminate the License Agreement in whole or in part at its sole discretion upon providing at least thirty (30) days’ written notice to the City of such termination, all in accordance with Section 3 of the License Agreement,

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

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

**Section 2.** The License Agreement is hereby extended for a period of six (6) months, provided that the Agency shall have the right to terminate the License Agreement in whole or in part at its sole discretion upon providing at least thirty (30) days' written notice to the City of such termination, all in accordance with Section 3 of the License Agreement. Except as expressly authorized herein, all other terms and conditions of the License Agreement shall remain unchanged and in full force and effect.

**Section 3.** The Chairman, Vice Chair, Executive Director, and Secretary are hereby authorized to execute and deliver any and all documents necessary to effectuate this Resolution, including an amendment to the License Agreement, all in consultation with counsel.

**Section 4.** The Chairman, Vice Chair, Executive Director and/or Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate the License Agreement and 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 held on April 19, 2022.**

  
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 AUTHORIZING A LICENSE AGREEMENT TO OPERATE A PARKING LOT WITH THE CITY OF JERSEY CITY WITH RESPECT TO PROPERTY IDENTIFIED AS BLOCK 7902, LOTS 25, 26, 27, 28, AND 29, COMMONLY KNOWN AS 693-701 NEWARK AVENUE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA**

**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the "**Redevelopment Law**") authorizes municipalities to determine whether certain parcels of land located therein constitute areas in need of redevelopment and to create redevelopment plans which provide development controls for any area so designated; and

**WHEREAS**, pursuant to the Redevelopment Law, the City of Jersey City (the "**City**") designated certain parcels known as the Journal Square 2060 Redevelopment Area (the "**Redevelopment Area**") as an "area in need of redevelopment" and adopted the Journal Square 2060 Redevelopment Plan (the "**Redevelopment Plan**") in order to effectuate the redevelopment of the Redevelopment Area; and

**WHEREAS**, on November 29, 2016, the City of Jersey City (which was subsequently dissolved) transferred to the Jersey City Redevelopment Agency (the "**Agency**") those certain properties identified on the official tax maps of the City as Block 7902, Lots 25, 26, 27, 28, 29 and 45 on the City's official tax map and commonly known as 693-701 Newark Avenue and 30 Cottage Street (collectively, the "**Original Property**"), which Original Property is within the Redevelopment Area and subject to the Redevelopment Plan; and

**WHEREAS**, the Original Property consists of a paved parking facility (the "**Parking Facility**"), which is being operated and managed by the City; and

**WHEREAS**, on February 26, 2020, the City and the Agency entered into a license agreement (the "**2020 License Agreement**") in order to formalize the existing arrangement and to set forth the respective roles and responsibilities of the City and Agency with respect to the City's operation of the Parking Facility on the Original Property; and

**WHEREAS**, the 2020 License Agreement is set to expire on the February 26, 2021; and

**WHEREAS**, as authorized by Resolution 19-12-24 adopted December 17, 2019, the Agency entered into a certain Temporary Construction Access and Staging Area License Agreement with 26-28 Cottage, LLC, an affiliate of Homestead Assemblage

LLC, the designated redeveloper certain parcels within the Redevelopment Area adjacent and/or in close proximity to the Original Property, granting 26-28 Cottage LLC non-exclusive access to that portion of the Original Property identified on the official tax maps of the City as Block 7902, Lot 45 ("Lot 45"), for use of Lot 45 as a construction staging area for its nearby project; and

**WHEREAS**, the City desires to continue to operate the Parking Facility on that portion of Original Property identified on the official tax maps of the City as Block 7902, Lots 25, 26, 27, 28, and 29 (collectively, the "**Property**") and excluding Lot 45; and

**WHEREAS**, the Agency wishes to permit the City to enter onto the Property for the purpose of operating and managing the Parking Facility; and

**WHEREAS**, the Agency desires to enter into a new license agreement (the "**License Agreement**"), subject to approval of same by the City, in order to formalize their continued arrangement and to set forth the respective roles and responsibilities of the City and the Agency with respect to the City's operation of the Parking Facility on the Property,

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

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

**Section 2.** The Executive Director is hereby authorized and directed to negotiate and execute a License Agreement with the City for use of the Property, which shall exclude Lot 45, subject to substantially the same terms and conditions as set forth in the 2020 License Agreement.

**Section 3.** The Chair, Vice Chair, Executive Director, and Secretary are hereby authorized to execute and deliver the License Agreement and any and all other documents necessary to effectuate this Resolution in consultation with counsel.

**Section 4.** The Chairman, Vice Chair, Executive Director and/or Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate the License Agreement and this Resolution.

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

Resolution No. 21-SP02-2-10

Certified to be a true and correct copy of a resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Special Meeting held on February 23, 2021.

  
DIANA H. JEFFREY, Secretary

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



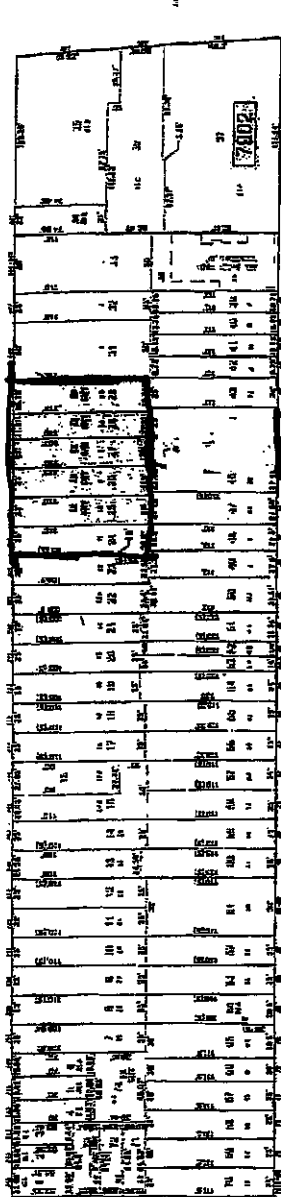
SEE SHEET 03

SEE DETAIL 11

NEWARK

NEWARK AVENUE

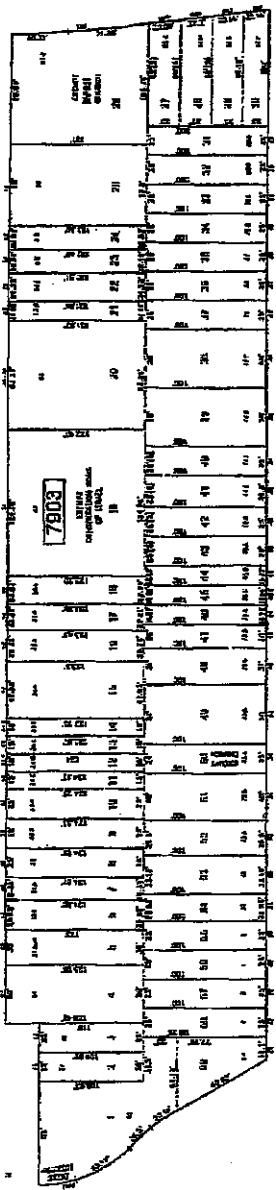
NEWARK AVENUE



SUMMIT AVENUE

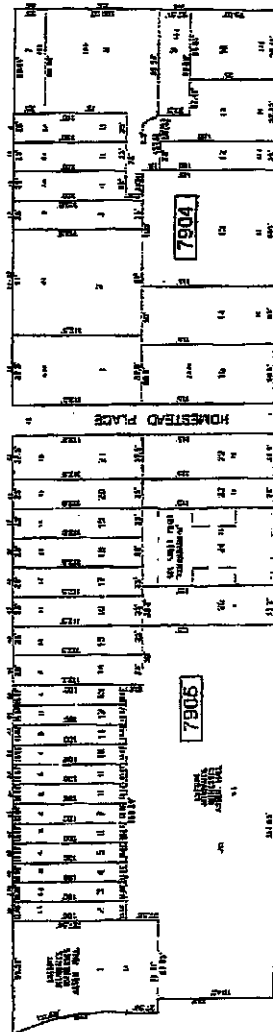
COTTAGE STREET

NEWARK AVENUE



VAN HEDDEN AVENUE

AVENUE

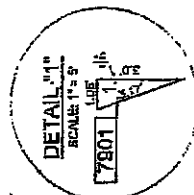


BOULEVARD

PANONIA AVENUE

AVENUE

AVENUE



SEE SHEET 94

**TAX MAP**  
CITY OF JERSEY  
HUDSON COUNTY, NEW JERSEY  
RICHARD A. MORA  
11 THRU 111 (SEE SHEET 95)

THIS MAP HAS BEEN GIVEN A  
FORMAL CERTIFICATION BY THE  
DIVISION OF TAXATION ON  
MAY 2006, SIGNED  
BY SANTO C. DIDONATO, CTA AND  
ASSIGNED SERIAL NUMBER 958

SEE SHEET 95

LOT	OWNER'S NAME	ADDRESS	AREA
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THIS MAP WAS MADE BY THE JERSEY DEPARTMENT OF TREASURY AND REVENUE, DIVISION OF TAXATION, AND IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A  
COOPERATION AGREEMENT WITH THE JERSEY CITY  
ECONOMIC DEVELOPMENT CORPORATION FOR THE  
REHABILITATION OF THE LOEW'S JERSEY THEATRE  
WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT  
AREA**

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

**WHEREAS**, pursuant to the Redevelopment Law, the City designated certain parcels of land as an "area in need of redevelopment" known as the Journal Square 2060 Redevelopment Area (the "**Redevelopment Area**") and adopted the Journal Square 2060 Redevelopment Plan (the "**Redevelopment Plan**") in order to effectuate the redevelopment of the Redevelopment Area; and

**WHEREAS**, the City owns the historic Loew's Jersey Theatre (the "**Loew's**") together with certain property within the Redevelopment Area upon which the Loew's is situated identified as Block 10601, Lot 41 on the official tax map of the City and located at 54 Journal Square Plaza, which is in need of substantial renovation and restoration; and

**WHEREAS**, the Jersey City Economic Development Corporation ("**JCEDC**") is a Title 15A New Jersey Nonprofit Corporation incorporated in 1980, that facilitates community and economic development in the City; and

**WHEREAS**, the City and the JCEDC (the "**Parties**") have determined to undertake a project to redevelop the Loew's with an aim to rehabilitate (i.e., restore, renovate and upgrade) and provide commercial operation and management of the Loew's (the "**Project**"); and

**WHEREAS**, the Parties wish to see the Loew's rehabilitated, because the renovation and operation of the theater will have a positive impact on the City and the Redevelopment Area; and

**WHEREAS**, the JCEDC will require legal services related to its involvement in the Project, with no funding source to pay for those legal services; and

**WHEREAS**, the Agency has received funding from the City for activities related to the development of the Loew's; and

**WHEREAS**, the JCEDC and the Agency have agreed that the Agency will reimburse the JCEDC for JCEDC's legal fees related to the Project; and

**WHEREAS**, the Parties find it mutually beneficial and in the public interest to enter into a cooperation agreement for the Project (the "**Cooperation Agreement**") for a term to expire upon the issuance of a certificate of completion for the Loew's, with the option to extend the term for an additional five (5) year period immediately following issuance of a certificate of completion (the "**Option Period**"),

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

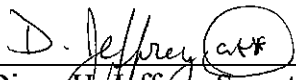
**Section 1.** The recitals hereto are hereby incorporated herein as if set forth at length.

**Section 2.** The Board of Commissioners hereby authorizes the Cooperation Agreement for a term to expire upon the earlier of (a) termination by either Party in accordance with the terms set forth in the Cooperation Agreement, or (b) completion of redevelopment of the Loew's, which shall mean the issuance of a Certificate of Completion for the Loew's, and expiration of the Option Period, if exercised.

**Section 3.** The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to: (i) execute any and all documents necessary to effectuate this Resolution, including but not limited the Cooperation Agreement, in consultation with counsel; and (ii) take all actions and execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

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

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of April 19, 2022.**

  
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 AUTHORIZING A COOPERATION AGREEMENT WITH THE CITY OF JERSEY CITY FOR THE DESIGN AND CONSTRUCTION OF THE COURTHOUSE PARK WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA**

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

**WHEREAS**, pursuant to the Redevelopment Law, the City designated certain parcels of land as an "area in need of redevelopment" known as the Journal Square 2060 Redevelopment Area (the "**Redevelopment Area**") and adopted the Journal Square 2060 Redevelopment Plan (the "**Redevelopment Plan**") in order to effectuate the redevelopment of the Redevelopment Area; and

**WHEREAS**, the County of Hudson (the "**County**") intends to build the Honorable Frank J. Guarini Justice Complex, which would render the Hudson County Administration Building (the "**Administration Building**") obsolete and no longer necessary for County use; and

**WHEREAS**, the County and the City mutually desire to provide the residents of the County and the City with access to an open public green space at property identified as Block 8002, Lot 1, commonly known as 595 Newark Avenue (the "**Property**") where the Administration Building is presently located; and

**WHEREAS**, the City and the County contemplate an arrangement whereby the City shall be permitted to enter the Property to demolish the Administration Building and thereafter design and construct a public park (the "**Park**") on the Property, and the County shall hold the Property for these purposes, without transferring it to any other party, and shall operate and maintain the Park, in perpetuity upon completion of the Park's construction; and

**WHEREAS**, the City and the Agency find it mutually beneficial and in the public interest to enter into a cooperation agreement (the "**Cooperation Agreement**") for coordination of the demolition of the Administration Building and design and construction of the Park,

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

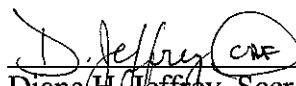
**Section 1.** The recitals hereto are hereby incorporated herein as if set forth at length.

**Section 2.** The Board of Commissioners hereby authorizes the Cooperation Agreement for a term to expire on the fifth anniversary of the effective date of the Cooperation Agreement, unless the completion of the Park occurs sooner, upon which the Cooperation Agreement shall expire.

**Section 3.** The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to: (i) execute any and all documents necessary to effectuate this Resolution, including but not limited to the Cooperation Agreement in substantially the form on file with the Agency, in consultation with counsel; and (ii) take all actions necessary to effectuate this Resolution, in consultation with counsel.

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

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of April 19, 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 A CONTRACT WITH ARUP US, INC., FOR ACOUSTICS, AUDIOVISUAL, INFORMATION TECHNOLOGY AND COMMUNICATIONS SERVICES, FOR THE PROPERTY LOCATED AT BLOCK 9501, LOT 22, COMMONLY KNOWN AS 84 SIP AVENUE/25 JOURNAL SQUARE, ALSO KNOWN AS 25 PATHSIDE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA**

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

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

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

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

**WHEREAS**, in furtherance of the goals and objectives of the Redevelopment Law and the Journal Square 2060 Redevelopment Plan, the Agency requires from time to time extraordinary unspecifiable services which are specialized and qualitative in nature; and

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

**WHEREAS**, on March 10, 2022, the Agency issued a Request for Proposals (“**RFP**”) for the acoustics, audiovisual, information technology and communications services for the Property (“**Acoustics/AVIT Services**”), which RFP describes the anticipated scope of the Acoustics/AVIT Services required by the Agency; and

**WHEREAS**, Arup US, Inc. (“**Arup**”) submitted a detailed proposal to the Agency for the Acoustics/AVIT Services dated March 25, 2022, attached hereto as **Exhibit A** (the “**Proposal**”); and

**WHEREAS**, Arup possesses expertise, training and a proven reputation in the field of acoustics, audiovisual, information technology and communications, and possesses the experience and specialized knowledge necessary to perform and complete the Acoustics/AVIT Services set forth in the Proposal; and

**WHEREAS**, Diana H. Jeffrey, Executive Director of the Agency, has attached a Declaration for an Extraordinary Unspecifiable Service Certification with this resolution as **Exhibit B**; and

**WHEREAS**, the Agency desires to enter into a contract with Arup (the “**2022 Contract**”) to perform the Acoustics/AVIT Services as outlined in the Proposal, for a total amount of fees and reimbursable expenses not to exceed Two Hundred Seventy-Six Thousand Dollars (\$276,000.00), to be paid in accordance with the rates set forth in the Proposal; and

**WHEREAS**, the 2022 Contract will be funded by monies received from the City in accordance with the Cooperation Agreement and/or grant funds to be received by the Agency from New Jersey Department of State Council on the Arts; and

**WHEREAS**, Arup has completed and submitted a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the City in the previous year, and acknowledging that the 2022 Contract will prohibit Arup from making any reportable contributions through the term of the 2022 Contract; and

**WHEREAS**, notice of the award of the 2022 Contract shall be published in a newspaper of general circulation in accordance with *N.J.S.A. 40A:11-5(1)(a)*,

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

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

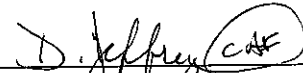


**Section 2.** The Chairman, Vice-Chair, Executive Director and/or Secretary are each hereby authorized and directed to enter into and deliver the 2022 Contract with Arup to perform and complete the Acoustics/AVIT Services and to undertake all actions necessary to effectuate the 2022 Contract and this Resolution, all in accordance with the LPCL, and to execute any and all other documents necessary to effectuate this Resolution, in consultation with counsel. Arup shall provide the Acoustics/AVIT Services in exchange for compensation not exceed Two Hundred Seventy-Six Thousand Dollars (\$276,000.00) payable in accordance with the rates set forth in the Proposal for a term to expire upon completion of the Acoustics/AVIT Services and all related tasks, or twelve (12) months after the effective date of the 2022 Contract, whichever is earlier, which term may be extended for an additional term of up to twelve (12) months, subject to approval of such extension by resolution of the Board of Commissioners and the availability of funds. The 2022 Contract shall be subject to the terms and conditions of the Agency's form contract attached to the RFP, together with any such additions, deletions and/or modifications as may be deemed necessary or desirable by the Agency in consultation with counsel. The 2022 Contract amount authorized herein shall include all overhead costs and basic support services incurred by Arup. The Agency will not reimburse Arup for costs deemed by the Agency to be part of Arup's overhead costs and basic support services.

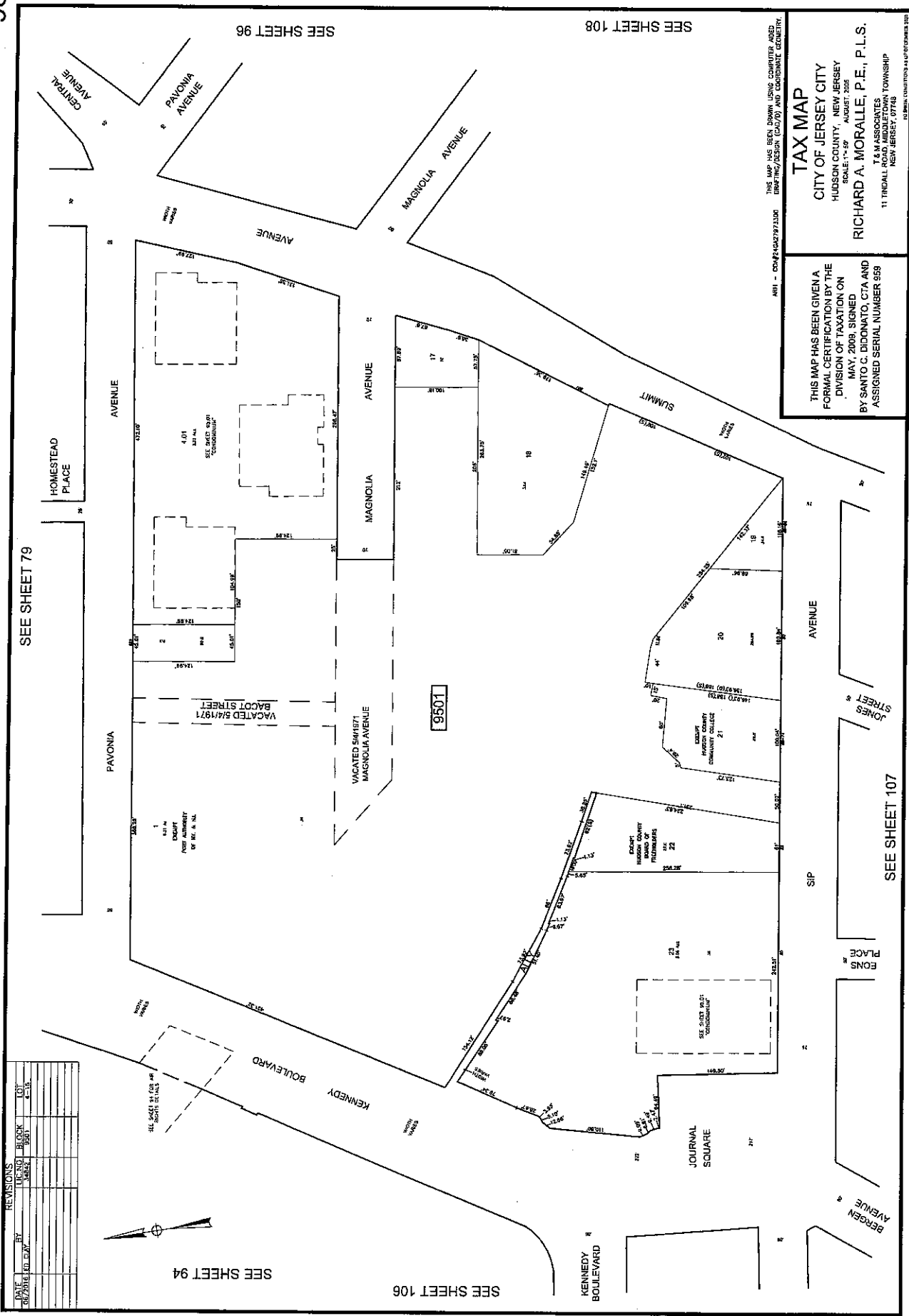
**Section 3.** The Agency shall publish notice of the award of the 2022 Contract in a newspaper of general circulation in accordance with *N.J.S.A. 40A:11-5(1)(a)*.

**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 April 19, 2022.**

  
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	✓			



DATE	BY	REVISIONS	LOT
06/20/10	AD. JAY	1.00	4-15
06/20/10	AD. JAY	1.01	4-15
06/20/10	AD. JAY	1.02	4-15
06/20/10	AD. JAY	1.03	4-15
06/20/10	AD. JAY	1.04	4-15
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06/20/10	AD. JAY	1.18	4-15
06/20/10	AD. JAY	1.19	4-15
06/20/10	AD. JAY	1.20	4-15

**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 ASSOCIATES  
11 TRIDELL ROAD, MIDDLETOWN TOWNSHIP  
NEW JERSEY 07748

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

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED  
DRAWING/DESIGN (CAD) AND COORDINATE GEOMETRY.  
A011 - C0021-G007917300

**CERTIFICATION FOR AN EXTRAORDINARY  
UNSPECIFIABLE SERVICE**

**TO:** Board of Commissioners of the Jersey City Redevelopment Agency (“**Agency**”)  
**FROM:** Diana H. Jeffrey; Executive Director  
**DATE:** April 12, 2022  
**SUBJECT:** Extraordinary Unspecifiable Services for Acoustics, Audiovisual, Information Technology and Communications Services to be provided by Arup US, Inc. (“**Arup**”) in connection with the Pathside Building (84 Sip Avenue, Jersey City) (the “**Pathside Museum**”)

This is to request your approval of a resolution authorizing a contract to be executed as follows:

**Firm:** Arup US, Inc.

**Cost:** An amount not to exceed Two Hundred Seventy-Six Thousand Dollars (\$276,000.00).

**Duration:** Not to exceed twelve (12) months which term may be extended for an additional term of up to twelve (12) months, subject to approval of such extension by resolution of the Agency’s Board of Commissioners and the availability of funds.

**Purpose:** Provide specialized services, including, acoustics, audiovisual, information technology and communications services (the “**Services**”), in connection with converting the Pathside Building into the Pathside Museum in accordance with the Memorandum of Understanding with the City, Agency and the Centre national d’art et de culture Georges Pompidou as the cultural partner (“**Centre Pompidou**”) for the redevelopment of the Pathside Building.

1. **Provide a clear description of the nature of the work to be done.**  
Arup shall provide the Services in connection with the development of the Pathside Museum. Arup will provide interdisciplinary design, taking advantage of overlap in acoustics and audio design systems roles on its team.
2. **Describe in detail why the contract meets the provisions of the statute and rules.**  
The services to be provided under this engagement are very specialized and unique. Centre Pompidou houses one of the largest collections of modern and contemporary art in the world, ranging from pillars of modern art to key figures in contemporary art, from cinema to photography, from architecture to design and new media. The Pompidou will be providing its art, as well as programming guidance for the Pathside Museum. The Services must be provided by a contractor with extensive experience with providing the Services for a museum or cultural institution. Arup has such experience. Further, in the Local Finance Notice (LFN AU-2002-2) issued on February 26, 2002, by the Division of Local Government Services, specification drafting and information and telecommunications technology preliminary feasibility studies, design of systems and preparation of specifications, , all constitute services that might satisfy the criteria for an EUS. A significant portion of the Services consist of drafting bid specifications and the balance is the provision of Information Technology services.
3. **The service(s) is of such a specialized and qualitative nature that the performance of the service(s) cannot be reasonably described by written specifications because:**


The Services cannot be reasonably described by written specifications because the Agency requires a contractor with specialized skills, including but not limited to designing and configuring acoustically sensitive rooms, designing and configuring spaces for optimal audiovisual programming, and configuring and designing communications infrastructure. The contractor must possess such experience in the context of developing museums in order to create a unique, memorable experience for visitors that maximizes the impact of the artistic mediums to be displayed. Arup's technical skills combined with its experience renovating museums and reputation for developing cultural projects uniquely qualifies Arup for the specialized work that the Agency needs for this unique and special redevelopment project. The Agency issued a request for proposals with a description of the anticipated deliverables required in connection with the provision of the Services. In Arup's proposal, it specified the full extent of services that it would provide. The Agency is relying on Arup's expertise and training to inform the full extent of the Services that may be needed to develop the Pathside Museum into a leading international cultural hub serving as a dynamic destination for visitors.

4. **Describe the informal solicitation of quotations:**

The solicitation process began with the project architect, OMA\*AMA Architecture PC ("OMA") identifying four potential professionals able to provide the Services. Thereafter, the Agency provided each of those four professionals with a request to provide a proposal for the Services. All four professionals submitted proposals. The Agency selected Arup because the proposal was the most comprehensive, Arup has significant experience providing the Services for museums, Arup's pricing is competitive and because Arup is already providing other services to the Agency in connection with this project. In addition, Arup is providing similar Services for the Loew's Theatre renovation in Jersey City.

5. **I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof.**

Respectfully,

Name:   
Diana H. Jeffrey  
Title: Executive Director

*(Original to be retained by governing body's Clerk with the affirmed copy of the resolution; signed duplicate to be kept by appropriate official.)*

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A CONTRACT WITH THORNTON TOMASETTI, INC. FOR FAÇADE SERVICES FOR THE PROPERTY LOCATED AT BLOCK 9501, LOT 22, COMMONLY KNOWN AS 84 SIP AVENUE/25 JOURNAL SQUARE, ALSO KNOWN AS 25 PATHSIDE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA**

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

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

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

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

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

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

**WHEREAS**, in order to undertake the Pathside Museum Project, the Agency determined it has a need for façade services for the Property (“**Façade Services**”); and

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

**WHEREAS**, on March 2, 2022, the Agency issued a Request for Proposals for the Facade Services to certain professionals with museum expertise ("**RFP**") which RFP fully describes the scope of the Facade Services required by the Agency; and

**WHEREAS**, in response to the RFP, Thornton Tomasetti, Inc. ("**TT**") submitted a detailed proposal to the Agency for the Facade Services dated March 21, 2022 (the "**Proposal**"); and

**WHEREAS**, TT possesses the skills and expertise necessary to perform and complete the Facade Services set forth in the Proposal; and

**WHEREAS**, the Agency desires to enter into a professional services contract with TT (the "**2022 Contract**") to perform the Façade Services as outlined in the Proposal, for a total amount of fees not to exceed One Hundred Ninety-Five Thousand Dollars (\$195,000.00), to be paid in accordance with the rates set forth in the Proposal; and

**WHEREAS**, the 2022 Contract will be funded by monies received from the City in accordance with the Cooperation Agreement and/or grant funds to be received by the Agency from New Jersey Department of State Council on the Arts; and

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

**WHEREAS**, TT has completed and submitted a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the City in the previous year, and acknowledging that the 2022 Contract will prohibit TT from making any reportable contributions through the term of the 2022 Contract; and

**WHEREAS**, notice of the award of the 2022 Contract shall be published in a newspaper of general circulation in accordance with *N.J.S.A. 40A:11-5(1)(a)(i)*,

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

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

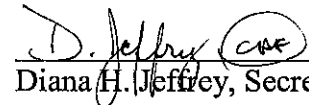
**Section 2.** The Board of Commissioners hereby awards a contract to TT to perform and complete the Facade Services for a term to expire upon completion of the Facade Services and all related tasks, or twelve (12) months after the effective date of the 2022 Contract, whichever is earlier, payable in accordance with the rates set forth in the Proposal for a total amount not to exceed One Hundred Ninety-Five Thousand Dollars (\$195,000.00), subject to the terms and conditions of the Agency's form professional services agreement attached to the RFP, together with any such additions, deletions and/or modifications as may be deemed necessary or desirable by the Agency in consultation with counsel. The Agency will not reimburse TT for costs deemed by the Agency to be part of TT's overhead costs and basic support services.

**Section 3.** The Chairman, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to execute and deliver the 2022 Contract and any and all other documents necessary to effectuate this Resolution, and to undertake all actions necessary to effectuate the 2022 Contract and this Resolution, all in accordance with the LPCL and in consultation with counsel.

**Section 4.** The Agency shall publish notice of the award of the 2022 Contract 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.

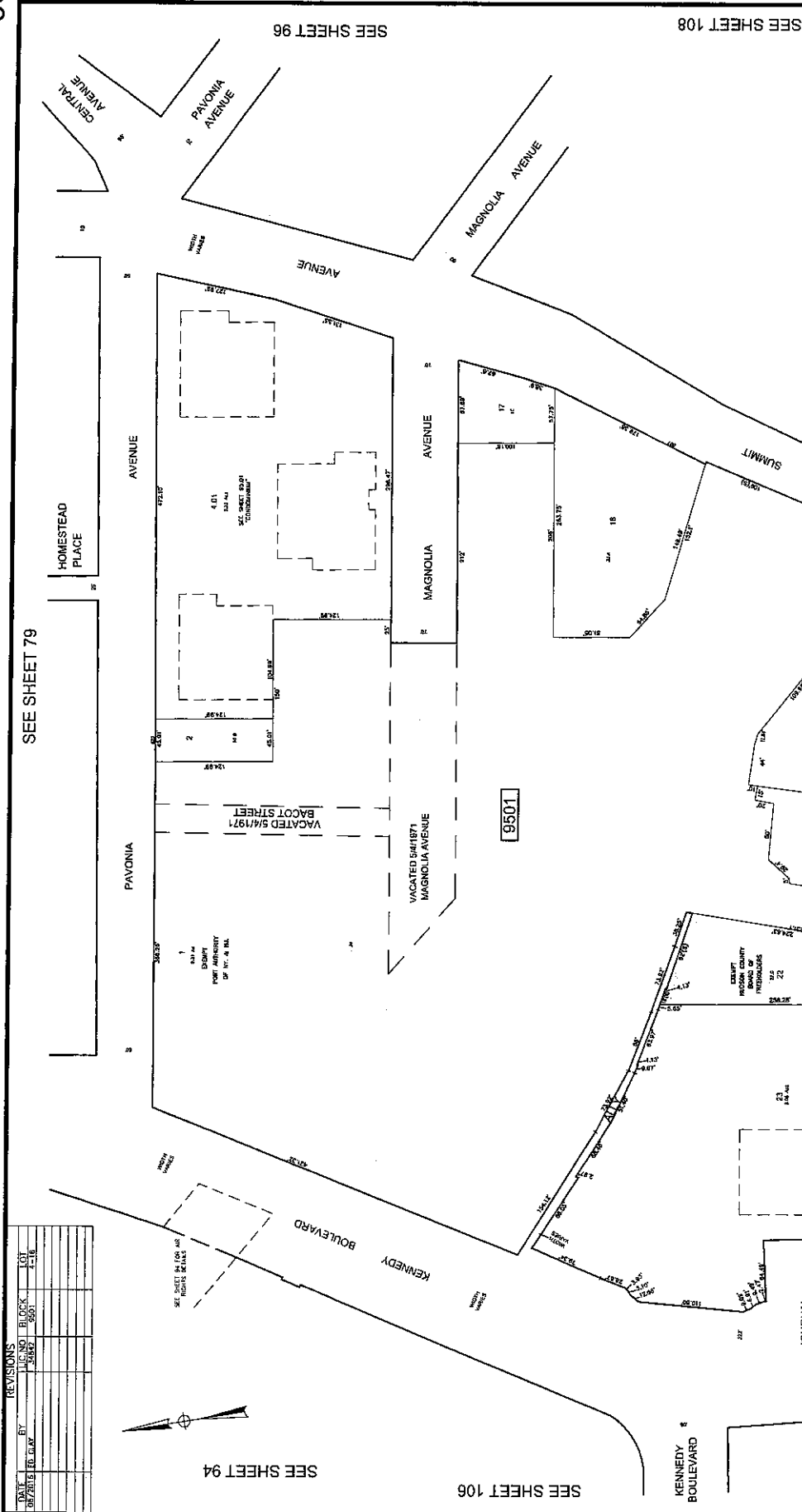
**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting on April 19, 2022.**

  
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	✓			

DATE	BY	REVISIONS	BLOCK	SHEET
08/20/15	BY	1. 01	9501	1-16
08/20/15	BY	2. 02	9501	1-16
08/20/15	BY	3. 03	9501	1-16
08/20/15	BY	4. 04	9501	1-16
08/20/15	BY	5. 05	9501	1-16
08/20/15	BY	6. 06	9501	1-16
08/20/15	BY	7. 07	9501	1-16
08/20/15	BY	8. 08	9501	1-16
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08/20/15	BY	10. 10	9501	1-16
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08/20/15	BY	28. 28	9501	1-16
08/20/15	BY	29. 29	9501	1-16
08/20/15	BY	30. 30	9501	1-16

SEE SHEET 79



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

**TAX MAP**  
CITY OF JERSEY CITY  
HUDSON COUNTY, NEW JERSEY  
SCALE 1" = 50' AUGUST 2006  
MAY 2006, 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  
MAY 2006, SIGNED  
BY RICHARD A. MORALE, P.E., P.L.S.  
TLM ASSOCIATES  
11 TINDALL ROAD, MOORETOWN TOWNSHIP  
NEW JERSEY, 07748



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A CONTRACT WITH MATRIX NEW WORLD ENGINEERING, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, PC FOR CIVIL ENGINEERING AND GEOTECHNICAL ENGINEERING SERVICES, FOR THE PROPERTY LOCATED AT BLOCK 9501, LOT 22, COMMONLY KNOWN AS 84 SIP AVENUE/25 JOURNAL SQUARE, ALSO KNOWN AS 25 PATHSIDE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA**

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

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

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

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

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

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

**WHEREAS**, in order to undertake the Pathside Museum Project, the Agency determined it has a need for civil engineering and geotechnical engineering services for the Property ("**Civil/Geotech Services**"); and

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

**WHEREAS**, on March 2, 2022, the Agency issued a Request for Proposals for the Civil/Geotech Services ("**RFP**") which RFP fully describes the scope of the Civil/Geotech Services required by the Agency; and

**WHEREAS**, in response to the RFP, Matrix New World Engineering, Land Surveying and Landscape Architecture, PC ("**Matrix**") submitted a detailed proposal for the Civil/Geotech Services dated March 21, 2022 (the "**Proposal**"); and

**WHEREAS**, Matrix possesses the skills and expertise necessary to perform and complete the Civil/Geotech Services set forth in the Proposal; and

**WHEREAS**, the Agency desires to enter into a professional services contract with Matrix (the "**2022 Contract**") to perform the Civil/Geotech Services as outlined in the Proposal, for a total amount of fees and reimbursable expenses not to exceed Fifty One Thousand Eight Hundred Fifty Dollars (\$51,850.00), to be paid in accordance with the rates set forth in the Proposal; and

**WHEREAS**, the 2022 Contract will be funded by monies received from the City in accordance with the Cooperation Agreement and/or grant funds to be received by the Agency from New Jersey Department of State Council on the Arts; and

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

**WHEREAS**, Matrix has completed and submitted a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the City in the previous year, and acknowledging that the 2022 Contract will prohibit Matrix from making any reportable contributions through the term of the 2022 Contract; and

**WHEREAS**, notice of the award of the 2022 Contract shall be published in a newspaper of general circulation in accordance with *N.J.S.A. 40A:11-5(1)(a)(i)*,

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

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

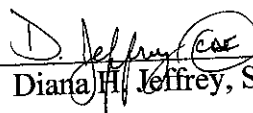
**Section 2.** The Board of Commissioners hereby awards a contract to Matrix to perform and complete the Civil/Geotech Services for a term to expire upon completion of the Civil/Geotech Services and all related tasks, or twelve (12) months after the effective date of the 2022 Contract, whichever is earlier, payable in accordance with the rates set forth in the Proposal for a total amount not to exceed Fifty One Thousand Eight Hundred Fifty Dollars (\$51,850.00), subject to the terms and conditions of the Agency's form professional services agreement attached to the RFP, together with any such additions, deletions and/or modifications as may be deemed necessary or desirable by the Agency in consultation with counsel. The Agency will not reimburse Matrix for costs deemed by the Agency to be part of Matrix's overhead costs and basic support services.

**Section 3.** The Chairman, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to execute and deliver the 2022 Contract and any and all other documents necessary to effectuate this Resolution, and to undertake all actions necessary to effectuate the 2022 Contract and this Resolution, all in accordance with the LPCL and in consultation with counsel.

**Section 4.** The Agency shall publish notice of the award of the 2022 Contract 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 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 April 19, 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	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A CONTRACT WITH DOT DASH LLC FOR ARCHITECTURAL LIGHTING SERVICES, FOR THE PROPERTY LOCATED AT BLOCK 9501, LOT 22, COMMONLY KNOWN AS 84 SIP AVENUE/25 JOURNAL SQUARE, ALSO KNOWN AS 25 PATHSIDE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA**

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

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

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

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

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

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

**WHEREAS**, in order to undertake the Pathside Museum Project, the Agency determined it has a need for architectural lighting services for the Property ("**Lighting Services**"); and

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

**WHEREAS**, on March 4, 2022, the Agency issued a Request for Proposals for the Lighting Services to certain professionals with museum expertise ("**RFP**") which RFP fully describes the scope of the Lighting Services required by the Agency; and

**WHEREAS**, in response to the RFP, Dot Dash LLC ("**Dot Dash**") submitted a detailed proposal for the Lighting Services dated March 21, 2022 (the "**Proposal**"); and

**WHEREAS**, Dot Dash possesses the skills and expertise necessary to perform and complete the Lighting Services set forth in the Proposal; and

**WHEREAS**, the Agency desires to enter into a professional services contract with Dot Dash (the "**2022 Contract**") to perform the Lighting Services as outlined in the Proposal, for a total amount of fees not to exceed One Hundred Fifty-Four Thousand Dollars (\$154,000.00), to be paid in accordance with the rates set forth in the Proposal; and

**WHEREAS**, the 2022 Contract will be funded by monies received from the City in accordance with the Cooperation Agreement and/or grant funds to be received by the Agency from New Jersey Department of State Council on the Arts; and

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

**WHEREAS**, Dot Dash has completed and submitted a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the City in the previous year, and acknowledging that the 2022 Contract will prohibit Dot Dash from making any reportable contributions through the term of the 2022 Contract; and

**WHEREAS**, notice of the award of the 2022 Contract shall be published in a newspaper of general circulation in accordance with *N.J.S.A.* 40A:11-5(1)(a)(i),

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

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

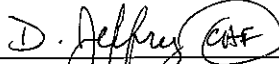
**Section 2.** The Board of Commissioners hereby awards a contract to Dot Dash to perform and complete the Lighting Services for a term to expire upon completion of the Lighting Services and all related tasks, or twelve (12) months after the effective date of the 2022 Contract, whichever is earlier, payable in accordance with the rates set forth in the Proposal for a total amount not to exceed One Hundred Fifty-Four Thousand Dollars (\$154,000.00), subject to the terms and conditions of the Agency's form professional services agreement attached to the RFP, together with any such additions, deletions and/or modifications as may be deemed necessary or desirable by the Agency in consultation with counsel. The Agency will not reimburse Dot Dash for costs deemed by the Agency to be part of Dot Dash's overhead costs and basic support services.

**Section 3.** The Chairman, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to execute and deliver the 2022 Contract and any and all other documents necessary to effectuate this Resolution, and to undertake all actions necessary to effectuate the 2022 Contract and this Resolution, all in accordance with the LPCL and in consultation with counsel.

**Section 4.** The Agency shall publish notice of the award of the 2022 Contract 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 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 April 19, 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 THE AWARD OF AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT WITH PARATUS GROUP FOR OWNER'S REPRESENTATIVE SERVICES, FOR THE PROPERTY LOCATED AT BLOCK 9501, LOT 22, COMMONLY KNOWN AS 84 SIP AVENUE/25 JOURNAL SQUARE, ALSO KNOWN AS 25 PATHSIDE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA**

**WHEREAS**, the Jersey City Redevelopment Agency (the "**Agency**") was established by the City of Jersey City (the "**City**") 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**, the City has designated that certain area known as the Journal Square 2060 Redevelopment Area (the "**Redevelopment Area**") as an area in need of redevelopment pursuant to the Redevelopment Law; and

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

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

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

**WHEREAS**, in furtherance of the goals and objectives of the Redevelopment Law and the Journal Square 2060 Redevelopment Plan, the Agency requires from time to time extraordinary unspecifiable services which are specialized and qualitative in nature; and



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

**WHEREAS**, on March 31, 2022, the Agency issued a Request for Proposals (“**RFP**”) to select candidates for owner’s representative services for the Property (“**OR Services**”), which RFP describes the anticipated scope of OR Services required by the Agency; and

**WHEREAS**, Paratus Group (“**Paratus**”) submitted a detailed proposal to the Agency for the OR Services dated April 13, 2022, a copy of which is on file with the Agency (the “**Proposal**”); and

**WHEREAS**, Paratus possesses expertise, training and a proven reputation in the field of museum and cultural project development and representation of owner’s interests in connection with such projects, and possesses the experience and specialized knowledge necessary to perform and complete the OR Services set forth in the Proposal; and

**WHEREAS**, Diana H. Jeffrey, Executive Director of the Agency, has attached a Declaration for an Extraordinary Unspecifiable Service Certification with this resolution as **Exhibit A**; and

**WHEREAS**, the Agency desires to enter into a contract with Paratus (the “**2022 Contract**”) to perform the OR Services as outlined in the Proposal, for a total amount of fees in an amount not to exceed Twenty-Eight Thousand Dollars (\$28,000.00) per month and reimbursable expenses in an amount not to exceed Two Hundred Sixty-Five Dollars (\$265.00) per month, to be paid in accordance with the rates set forth in the Proposal; and

**WHEREAS**, the 2022 Contract will be funded by monies received from the City in accordance with the Cooperation Agreement and/or grant funds to be received by the Agency from New Jersey Department of State Council on the Arts; and

**WHEREAS**, Paratus has completed and submitted a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the City in the previous year, and acknowledging that the 2022 Contract will prohibit Paratus from making any reportable contributions through the term of the 2022 Contract; and

**WHEREAS**, notice of the award of the 2022 Contract shall be published in a newspaper of general circulation in accordance with *N.J.S.A.* 40A:11-5(1)(a),

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

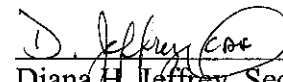
**Section 1.** The aforementioned recitals are incorporated herein as though fully set forth at length.

**Section 2.** The Chairman, Vice-Chair, Executive Director and/or Secretary are each hereby authorized and directed to execute and deliver the 2022 Contract with Paratus to perform the OR Services and to undertake all actions necessary to effectuate the 2022 Contract and this Resolution, all in accordance with the LPCL, and to execute any and all other documents necessary to effectuate this Resolution, in consultation with counsel. Paratus shall provide the OR Services in exchange for compensation not exceed Twenty-Eight Thousand Dollars (\$28,000.00) per month and reimbursable expenses in an amount not to exceed Two Hundred Sixty-Five Dollars (\$265.00) per month, all payable in accordance with the rates set forth in the Proposal for a term to expire upon completion of the OR Services and all related tasks, or twelve (12) months after the effective date of the 2022 Contract, whichever is earlier, which term may be extended for an additional term of up to twelve (12) months, subject to approval of such extension by resolution of the Board of Commissioners and the availability of funds. The 2022 Contract shall be subject to the terms and conditions of the Agency's form contract attached to the RFP, together with any such additions, deletions and/or modifications as may be deemed necessary or desirable by the Agency in consultation with counsel. The 2022 Contract amount authorized herein shall include all overhead costs and basic support services incurred by Paratus, except for those reimbursable expenses explicitly set forth in the Proposal.

**Section 3.** The Agency shall publish notice of the award of the 2022 Contract in a newspaper of general circulation in accordance with *N.J.S.A. 40A:11-5(1)(a)*.

**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 April 19, 2022.**

  
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	✓			

**EXHIBIT A**

**CERTIFICATION FOR AN EXTRAORDINARY  
UNSPECIFIABLE SERVICE**

**TO:** Board of Commissioners of the Jersey City Redevelopment Agency (“**Agency**”)  
**FROM:** Diana H. Jeffrey; Executive Director  
**DATE:** April 18, 2022  
**SUBJECT:** Extraordinary Unspecifiable Services for Owner’s Representative Services to be provided by Paratus Group (“**Paratus**”) in connection with the Pathside Building (84 Sip Avenue, Jersey City) (the “**Pathside Museum**”)

This is to request your approval of a resolution authorizing a contract to be executed as follows:

**Firm:** Paratus Group

**Cost:** An amount not to exceed Twenty-Eight Thousand Dollars (\$28,000.00) per month and reimbursable expenses in an amount not to exceed Two Hundred Sixty-Five Dollars (\$265.00) per month, for a total of twelve (12) months for a total amount not to exceed Three Hundred Thirty-Nine Thousand One Hundred Eighty Dollars (\$339,180). The monthly rate shall be the same during the optional extension period, if exercised.

**Duration:** Not to exceed twelve (12) months which term may be extended for an additional term of up to twelve (12) months, subject to approval of such extension by resolution of the Agency’s Board of Commissioners and the availability of funds.

**Purpose:** Provide specialized services, including owner’s representative services (the “**Services**”), in connection with converting the Pathside Building into the Pathside Museum in accordance with the Memorandum of Understanding with the City, Agency and the Centre national d’art et de culture Georges Pompidou as the cultural partner (“**Centre Pompidou**”) for the redevelopment of the Pathside Building.

**1. Provide a clear description of the nature of the work to be done.**

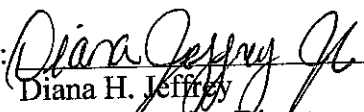
Paratus will assist the Agency and the City of Jersey City (the “**City**”) in overseeing and supervising the development of the Pathside Building into the Pathside Museum. Paratus will supervise all professionals, monitor costs, interact with the City and Centre Pompidou, monitor construction, and track project progress, as well as other tasks identified during the course of its work for the Agency.

**2. Describe in detail why the contract meets the provisions of the statute and rules.**

The Services to be provided under this engagement are very specialized and unique. Centre Pompidou houses one of the largest collections of modern and contemporary art in the world, ranging from pillars of modern art to key figures in contemporary art, from cinema to photography, from architecture to design and new media. Centre Pompidou will be providing its art, as well as programming guidance for the Pathside Museum. The project requires extensive renovations to convert the Pathside Building into a museum, multidisciplinary artistic and cultural center. Paratus will be able to provide budget monitoring services that will ensure the project stays on budget. Paratus has specialized and unique experience working with public entities on museum and cultural center projects and that specialized knowledge will enable the Agency to complete this massive undertaking in a timely and cost-efficient manner.

3. **The service(s) is of such a specialized and qualitative nature that the performance of the service(s) cannot be reasonably described by written specifications because:**  
The exact services cannot reasonably be described by written specifications because the Agency requires a representative with specialized skills including, but not limited to, construction advisement, budget review and monitoring, and rehabilitation of buildings. Furthermore, the professional must possess such experience in the specific context of developing museums and cultural facilities. Paratus' extensive experience and specialized skills uniquely qualifies Paratus for the specialized work that the Agency needs for this unique and special redevelopment project. The Agency issued a request for proposals with a description of the anticipated deliverables required in connection with the provision of the Services. In Paratus' proposal, it specified the full extent of services that it would provide. The Agency is relying on Paratus' expertise and training to inform the full extent of the Services that may be needed to develop the Pathside Museum into a leading international cultural hub serving as a dynamic destination for visitors.
4. **Describe the informal solicitation of quotations:**  
The solicitation process began with the identification of potential owner's representative candidates by the Agency and the project architect, OMA\*AMA Architecture PC ("OMA"). Thereafter, OMA provided information to the potential owner's representative candidates and the Agency and City representatives conducted interviews of those potential candidates. Thereafter, the Agency provided each of those candidates with a request to provide a proposal for owner's representative services. Two of the three candidates submitted proposals. The Agency selected Paratus because of the cost of the Services as well as the reputation, experience and capabilities of Paratus.
5. **I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof.**

Respectfully,

Name:   
Diana H. Jeffrey  
Title: Executive Director

*(Original to be retained by governing body's Clerk with the affirmed copy of the resolution; signed duplicate to be kept by appropriate official.)*

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH TEAM WALKER, INC., THE REDEVELOPER OF PROPERTY IDENTIFIED AS BLOCK 20102, LOT 40 COMMONLY KNOWN AS 379 COMMUNIPAW AVENUE AND BLOCK 20102, LOT 41.01 COMMONLY KNOWN AS 373 COMMUNIPAW AVENUE 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**, Team Walker, Inc. (the "**Redeveloper**") applied to the JCRA to be designated redeveloper of Block 20102, Lot 40 (379 Communipaw Avenue) and Block 20102, Lot 41.01 (373 Communipaw Avenue) (the "**Property**"), within the Morris Canal Redevelopment Plan area and made a public presentation to the JCRA whereby the Redeveloper proposed the development of a five-story mixed-use building including classrooms, 28 residential units and commercial retail space (the "**Project**"); and

**WHEREAS**, on March 15, 2022, the JCRA adopted Resolution No. 22-03-09, 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 60 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 Team Walker, Inc. as the designated redeveloper of Block 20102, Lot 40 (379 Communipaw Avenue) and Block 20102, Lot 41.01 (373 Communipaw Avenue) within the Morris Canal Redevelopment Area for all purposes under the LRHL.
3. The JCRA hereby approves its entry into a Redevelopment Agreement with Team Walker, Inc., 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 April 19, 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	✓			

## **REDEVELOPMENT AGREEMENT**

**THIS REDEVELOPMENT AGREEMENT** (the "**Agreement**" or "**Redevelopment Agreement**") is entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (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

**TEAM WALKER, INC. ("Redeveloper")**, a New Jersey Non-Profit Corporation established, operated and authorized to do business within the State of New Jersey, having a business office located at 373 Communipaw Avenue, 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 the Designated Acquisition Parcel's Current Owner, which shall be the just compensation value determined by the condemnation process either in bona fide negotiations with the Designated Acquisition Parcel's 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 Parcel"** shall mean Block 20102, Lot 40 (commonly known as 379 Communipaw Avenue) as currently shown on the official tax map of the City of Jersey City.

**"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 Parcel necessary to complete the assemblage for the Project.

**"Redeveloper"** means Team Walker, Inc., a New Jersey Non-Profit Corporation, or any assignee, transferee or successor in interest as authorized pursuant to the terms of this Agreement as may be formed.

**"Redeveloper Property"** shall mean Block 20102, Lot 41.01 (commonly known as 373 Communipaw Avenue) as currently shown on the official tax map of the City of Jersey City.

**"Redevelopment Plan"** means the Morris Canal Redevelopment Plan, as amended.

**"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 the construction of a four-story extension to the existing Team Walker building, which extension will include 28 residential units, six of which are income-restricted, 650 square feet of ground floor retail, roof deck, bike storage, and parking. Four residential units will be income-restricted for Jersey City youth aging out of foster care. Two studio units will be income restricted at 50% of the median income; two studio units will be income restricted at 65% of the median income; and two 1-bedroom units will be income restricted at 65% of the median income. The affordability controls for the Project will be subject to the approval of and written agreement with the City's Division of Affordable Housing, or such other department or division of the City as may be designated to implement the City's affordable housing programs, which written agreement shall be entered into within 180 days of the Effective Date of this Redevelopment Agreement. 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 180 days, by providing written notice to the JCRA prior to the expiration of the Approval Period.

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

## **ARTICLE 4 CONSTRUCTION OF PROJECT**

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

#### **4.2 Suspension of Construction.**

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

B. If the Redeveloper shall abandon or substantially suspend construction activities on the Project for a period in excess of 90 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 \$10,000 shall also be paid to the JCRA on the Effective Date, and on the same date annually thereafter, until the issuance of the Certificate of Completion to cover the JCRA's administrative expenses. 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 Parcel by the Redeveloper.** The Parties hereto acknowledge that Marla Lubetkin is the current owner of Block 20102, Lot 40 ("**Current Owner**"). The Redeveloper shall use commercially reasonable efforts to acquire fee simple title to the Designated Acquisition Parcel in an arm's length transaction between the Redeveloper and the Current Owner, with the non-monetary cooperation from the JCRA and other governmental agencies. To the extent that the Redeveloper is unable to acquire title to the Designated Acquisition Parcel from the Current Owner 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 the Designated Acquisition Parcel, 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 Parcel in an arm's length transaction with the Current Owner, the Redeveloper is unable to acquire such parcel, 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 Designated Acquisition Parcel 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 parcels or a designated interest therein.

(i) The JCRA shall acquire the Designated Acquisition Parcel 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 Parcel and permit the Redeveloper to conduct due diligence on the Designated Acquisition Parcel 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 Parcel 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 Parcel 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 Parcel 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 Parcel 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 Parcel 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 Parcel 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 Parcel which require Remediation or any governmental agency with jurisdiction over the Designated Acquisition Parcel requires or recommends any mitigation or Remediation as a condition to the sale or development of the Designated Acquisition Parcel, 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 Parcel 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 Parcel 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 Parcel 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 Parcel, 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 Designated Acquisition Parcel 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 owner of the Designated Acquisition Parcel. Such negotiations shall include an offer in writing to the owner of the Designated Acquisition Parcel, identifying the Designated Acquisition Parcel 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 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 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 Owner, tenants or occupants will be undertaken in accordance with the WRAP.

(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 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 Parcel 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 Parcel

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 Designated Acquisition Parcel 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 Designated Acquisition Parcel, the structural and mechanical condition of the Designated Acquisition Parcel, the buildings, structures and improvements situate thereon, the plumbing, heating, electric and ventilating systems (if any) serving the Designated Acquisition Parcel 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 Designated Acquisition Parcel 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 Parcel 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 Parcel 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 Parcel, all of which shall be the responsibility of the Redeveloper as the Designated Acquisition Parcel is being conveyed in "as is" condition. Upon acquisition of the Designated Acquisition Parcel, 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 Parcel, 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 Parcel, including, without limitation, the environmental condition of the Designated Acquisition Parcel. REDEVELOPER IS ACCEPTING THE DESIGNATED ACQUISITION PARCEL 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 JCRA 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 Parcel, 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 Parcel 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 Parcel 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 Parcel or operations on the Designated Acquisition Parcel.

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 Parcel 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 Parcel 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 non-profit corporation 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 ("**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 Parcel 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 Parcel 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 Parcel. This reversion shall re-vest in the JCRA all title, rights and interests in and to the Designated Acquisition Parcel back to the JCRA. At the same time that the JCRA enters onto and takes possession of the Designated Acquisition Parcel, Redeveloper shall execute and deliver a deed to the JCRA for the Designated Acquisition Parcel 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 Parcel. 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.

i. Upon the vesting in the JCRA of the title to the Designated Acquisition Parcel, the JCRA shall use its best efforts to resell the Designated Acquisition Parcel (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 Parcel in this Agreement and the Redevelopment

Plan. Upon any resale of the Designated Acquisition Parcel, 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 Parcel; all taxes, assessments, and water and sewer charges with respect to the Designated Acquisition Parcel; any payments made or necessary to be made to discharge any encumbrances or liens existing on the Designated Acquisition Parcel 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 Parcel; 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 Parcel, 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, P.C.  
10 Highway 35  
Red Bank, New Jersey 07701

**and if to Redeveloper, to:**

Jerry Walker  
Team Walker, Inc.  
373 Communipaw Avenue  
Jersey City, New Jersey 07304-4007

**with a copy to:**

Elnardo J. Webster, II, Esq.  
Inglesino, Webster, Wyciskala & Taylor, LLC  
600 Parsippany Road, Suite 204  
Parsippany, New Jersey 07054

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 10 days' prior notice to the JCRA (except as to conveyances in Sections (A) and (B)), to the following conveyances:

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

**13.3 Conveyance to a Qualified Entity.** Upon a conveyance of all rights and obligations hereunder to a Qualified Entity, pursuant to Section 2.6, which shall not be

unreasonably delayed or denied, the Redeveloper shall be relieved of its right and obligations hereunder.

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

## **ARTICLE 14**

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

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

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

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

---

**ATTEST:**

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223915114v1

**REDEVELOPER**

---

**JERSEY CITY**

**REDEVELOPMENT AGENCY**

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**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE AGENCY TO ENTER INTO A SECOND MODIFICATION AGREEMENT WITH THE HUDSON ECONOMIC DEVELOPMENT CORPORATION WITH RESPECT TO A BROWNFIELDS CLEANUP REVOLVING LOAN AS TO 1 BERRY LANE, JERSEY CITY, NEW JERSEY.**

**WHEREAS**, the Jersey City Redevelopment Agency ("Agency") owns certain property commonly known as 1 Berry Lane, Jersey City, New Jersey (the "Property"); and

**WHEREAS**, on June 20, 2012 Agency entered into a certain Loan Agreement (the "Original Loan Agreement") with the Hudson Economic Development Corporation ("HEDC") regarding certain funds relating to the Brownfields Cleanup Revolving Loan Fund in connection with a loan from HEDC to the Agency, in the amount of two hundred seventy-three thousand (\$273,000.00) dollars (the "Loan"); and

**WHEREAS**, pursuant to the Original Loan Agreement, the Agency was to use the Loan proceeds exclusively for the abatement and removal of environmental hazards located at the Property; and

**WHEREAS**, the Original Loan Agreement set forth the relevant terms and conditions associated with the making of the Loan by the HEDC, and the repayment thereof by the Agency, including the amortization schedule and interest rate associated with the repayment of the Loan; and

**WHEREAS**, thereafter, the Agency and HEDC entered into a Loan Modification Agreement (the "First Modification Agreement" and together with the Original Loan Agreement, the "Loan Agreement") whereby the Original Loan Agreement was modified to reflect an increased Loan amount three hundred seventeen thousand two hundred four (\$317,204.00) dollars, with all other terms and conditions of the Original Loan Agreement remaining unchanged; and

**WHEREAS**, as of the date of this Agreement, there remains an outstanding unpaid principal balance on the Loan in the amount of one hundred seventy-six thousand seven hundred forty and 83/100 (\$176,740.83) dollars (the "Current Outstanding Balance"); and

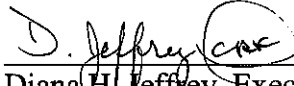
**WHEREAS**, the Agency and HEDC now wish to further modify the Loan Agreement to set forth a new amortization schedule for the repayment of the Current Outstanding Balance of the Loan; and

**WHEREAS**, in order to effectuate the modification of the Loan Agreement as set forth herein above, the Agency and HEDC now wish to enter into a Second Modification to Loan Agreement; and

**WHEREAS**, a copy of the proposed Second Modification to Loan Agreement is attached hereto;

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

- 1) The above recitals are incorporated herein as if set forth at length.
- 2) The Agency shall endeavor to negotiate and enter into the proposed Second Modification to Loan Agreement with HEDC.
- 3) The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to take all actions and execute all documents necessary to effectuate this Resolution, in consultation with counsel.
- 4) This Resolution shall take effect immediately.

  
 Diana H. Jeffrey, Executive Director

<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				

## **SECOND MODIFICATION AGREEMENT TO LOAN AGREEMENT**

This Second Modification Agreement (this "Agreement") is entered into as of this \_\_\_\_\_ day of March, 2022 by and among The Jersey City Redevelopment Agency, having a principal place of business at 4 Jackson Square, Jersey City, New Jersey 07305 ("Borrower") and the Hudson County Economic Development Corporation, having a principal place of business at 830 Bergen Avenue, Jersey City, New Jersey 07306 ("Lender").

### **WITNESSETH:**

**WHEREAS**, on June 20, 2012 Borrower and Lender into a certain Loan Agreement (the "Original Loan Agreement") regarding certain funds relating to the Brownfields Cleanup Revolving Loan Fund in connection with a loan from Lender to Borrower in the amount of two hundred seventy-three thousand (\$273,000.00) dollars (the "Loan"); and

**WHEREAS**, pursuant to the Original Loan Agreement, Borrower was to use the Loan proceeds exclusively for the abatement and removal of environmental hazards located at the real property commonly known as 1 Berry Lane, Jersey City, New Jersey (the "Property"); and

**WHEREAS**, the Original Loan Agreement set forth the relevant terms and conditions associated with the making of the Loan by the Lender, and the repayment thereof by the Borrower, including the amortization schedule and interest rate associated with the repayment of the Loan; and

**WHEREAS**, on or about, \_\_\_\_\_, Borrower and Lender entered into a Loan Modification Agreement (the "First Modification Agreement" and together with the Original Loan Agreement, the "Loan Agreement") whereby the Original Loan Agreement was modified to reflect an increased Loan amount three hundred seventeen thousand two hundred four (\$317,204.00) dollars, with all other terms and conditions of the Original Loan Agreement remaining unchanged; and

**WHEREAS**, as of the date of this Agreement, there remains an outstanding unpaid principal balance on the Loan in the amount of one hundred seventy-six thousand seven hundred forty and 83/100 (\$176,740.83) dollars (the "Current Outstanding Balance"); and

**WHEREAS**, Borrower and Lender now wish to further modify the Loan Agreement to set forth a new amortization schedule for the repayment of the Current Outstanding Balance of the Loan; and

**WHEREAS**, in order to effectuate the modification of the Loan Agreement as set forth herein above, the parties now wish to enter into this Second Modification to Loan Agreement;

**NOW THEREFORE**, in consideration of the mutual promises herein contained and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties, the parties hereto hereby agree as follows:



1. As of the date of this Agreement, it is hereby confirmed that the Current Outstanding Balance due from Borrower to Lender with respect to repayment of the Loan is one hundred seventy-six thousand seven hundred forty and 83/100 (\$176,740.83) dollars.

2. The Loan Agreement is hereby modified to reflect that the Current Outstanding Balance shall be repaid by Borrower to Lender as set forth in Schedule A attached hereto (the "Revised Amortization Schedule"). The Revised Amortization Schedule shall expressly supersede any other amortization schedule or term relating to the timing and amount of payments to be made by Borrower to Lender with respect to repayment of the Current Outstanding Balance.

3. This Agreement, when fully and duly executed by the parties hereto, shall constitute a proper and fully binding and enforceable modification to the Loan Agreement in accordance with the requirements for modification thereof set forth therein.

4. To the extent that it may be required by, or in order to effectuate, the Revised Amortization Schedule set forth in Schedule A hereto, any terms or conditions of the Loan Agreement relating thereto that may now be inconsistent or in contradiction with the terms set forth in this Agreement, are hereby modified or updated to ensure consistency with the effectuation of the Revised Amortization Schedule, but only to the minimum extent required to make such terms or conditions consistent with the terms hereof. Nothing in this Paragraph 4 shall be construed to provide either party with any additional rights or obligations except to the extent expressly set forth hereunder.

5. This Agreement shall take effect immediately upon the proper and due execution of both parties hereto. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws during the term of the Loan Agreement, such provision shall be fully severable and the remaining provisions of the Loan Agreement shall remain in full force and effect.

6. The terms of this Agreement can only be changed or modified by the written and signed agreement of both parties hereto. To the extent that any term or condition of this Agreement is inconsistent with, or conflicts with, any term or condition set forth in the Loan Agreement, the terms and conditions of this Agreement shall supersede and control. Except as expressly set forth in this Agreement, all other terms and conditions of the Loan Agreement remain unchanged and in full force and effect.

7. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

8. Each of the parties hereto (a) has agreed to permit the use, from time to time and where appropriate, of faxes or electronically delivered signatures, (b) intends to be bound by its respective faxed or electronic signature, (c) acknowledges such reliance and waives any defenses to the enforcement of the documents effecting the transactions contemplated hereby contemplated by this Agreement based on the fact that a signature was sent by fax or electronic means. This

Agreement shall be fully executed and delivered when each party hereto shall have received counterparts hereof signed by all of the parties hereto.

9. This Agreement and its consummation have been duly authorized and approved on behalf of both Borrower and Lender by all requisite company/entity action. Neither the execution and delivery by both Borrower and Lender of this Agreement nor the consummation by both Borrower and Lender of the transactions contemplated herein will conflict with in any material respect, result in a material breach of, constitute a material default under, or accelerate the performance provided by the terms of (i) any law, ordinance, rule or regulation of any governmental body, authority or agency to which Borrower or Lender is subject; (ii) any judgment, order, or decree of any court or other agency of any government to which Borrower or Lender may be subject; or (iii) any material contract, material agreement, or material instrument to which Borrower or Lender is a party or by which Borrower or Lender is bound or committed.

[ SIGNATURE PAGE TO FOLLOW ]

**IN WITNESS WHEREOF**, Borrower and Lender, on the day and year first written above, have caused this Second Modification to Loan Agreement to be executed.

WITNESS:

THE JERSEY CITY  
REDEVELOPMENT AGENCY,  
Borrower

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

By: \_\_\_\_\_  
Name:  
Title:

HUDSON COUNTY ECONOMIC  
DEVELOPMENT CORPORATION,  
Lender

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

By: \_\_\_\_\_  
Name:  
Title:

## SCHEDULE A

### Revised Amortization Schedule

<b>Date</b>	<b>Beginning Principal Balance</b>	<b>Interest Due</b>	<b>Payment</b>	<b>Ending Principal Balance</b>
June 20, 2022	\$176,740.83	\$985.29	(\$59,701.84)	\$118,024.28
June 20, 2023	\$118,024.28	\$789.28	(\$59,701.84)	\$59,111.72
June 20, 2024	\$59,111.72	\$590.12	(\$59,701.84)	\$0.00

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY AWARDING A  
CONTRACT TO T&M ASSOCIATES FOR ENVIRONMENTAL  
ENGINEERING SERVICES IN CONNECTION WITH PROPERTY  
LOCATED AT BLOCK 27804, LOT 13 AND BLOCK 28401, LOT 40  
WITHIN THE MORRIS CANAL GREENWAY IN THE CITY OF  
JERSEY CITY**

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

**WHEREAS**, the City and the Agency have determined to participate in a project to develop certain properties throughout the City along the route of the historic Morris Canal, once a freight corridor that connected the Delaware and Hudson Rivers, into a 111-mile continuous pedestrian and bicycle trail (the “Morris Canal Greenway”); and

**WHEREAS**, in furtherance of the goals and objectives of the Redevelopment Law, specifically *N.J.S.A. 40A:12A-22(k)*, the Agency from time to time requires the services of certain environmental engineering professionals to assist the Agency in designing the Country Village section of the Morris Canal Greenway; and

**WHEREAS**, T & M Associates (“T&M”) submitted a proposal to the Agency dated January 16, 2020 (the “Proposal”), a copy of which is on file with the Agency, to perform certain environmental engineering services relating to the design of the Country Village Section of the Morris Canal Greenway identified as Block 27804, Lot 13 and Block 28401, Lot 40 on the City’s tax maps (the “Services”); and

**WHEREAS**, T&M has begun performance of the Services pursuant to contracts with the Agency previously approved pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, which contracts have expired; 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 T&M to perform environmental services in all project areas; and

**WHEREAS**, T&M possesses the skills and expertise to perform the Services; and

**WHEREAS**, the Agency desires to enter into a new professional services contract with T&M (the “Contract”) for the continuation and completion of performance of the Services for a total amount not to exceed \$31,938.99, which represents the value of the remaining Services to be performed, which amount shall be paid in accordance with the rates set forth in the Proposal, on file with the Agency; and

**WHEREAS**, the Agency certifies that it has funds available to pay the costs of the Services; and

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

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

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

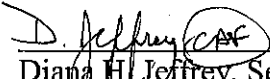
**Section 1.** The recitals hereto are hereby incorporated herein as if set forth at length.

**Section 2.** The Board of Commissioners hereby awards a contract to T&M for a term of one (1) year, for a contract amount not to exceed \$31,938.99, which represents the value of the remaining Services to be performed, which shall be payable in accordance with the rates set forth in the Proposal on file with the Agency, all subject to the terms and conditions set forth in the Agency's form professional services agreement, together with any such additions, deletions and/or modifications as may be necessary and/or desirable in consultation with counsel to the Agency.

**Section 3.** The Chairman, Vice-Chair, Executive Director and/or Secretary are each 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 to take all actions and to execute any and all other documents necessary to effectuate this Resolution, in consultation with counsel.

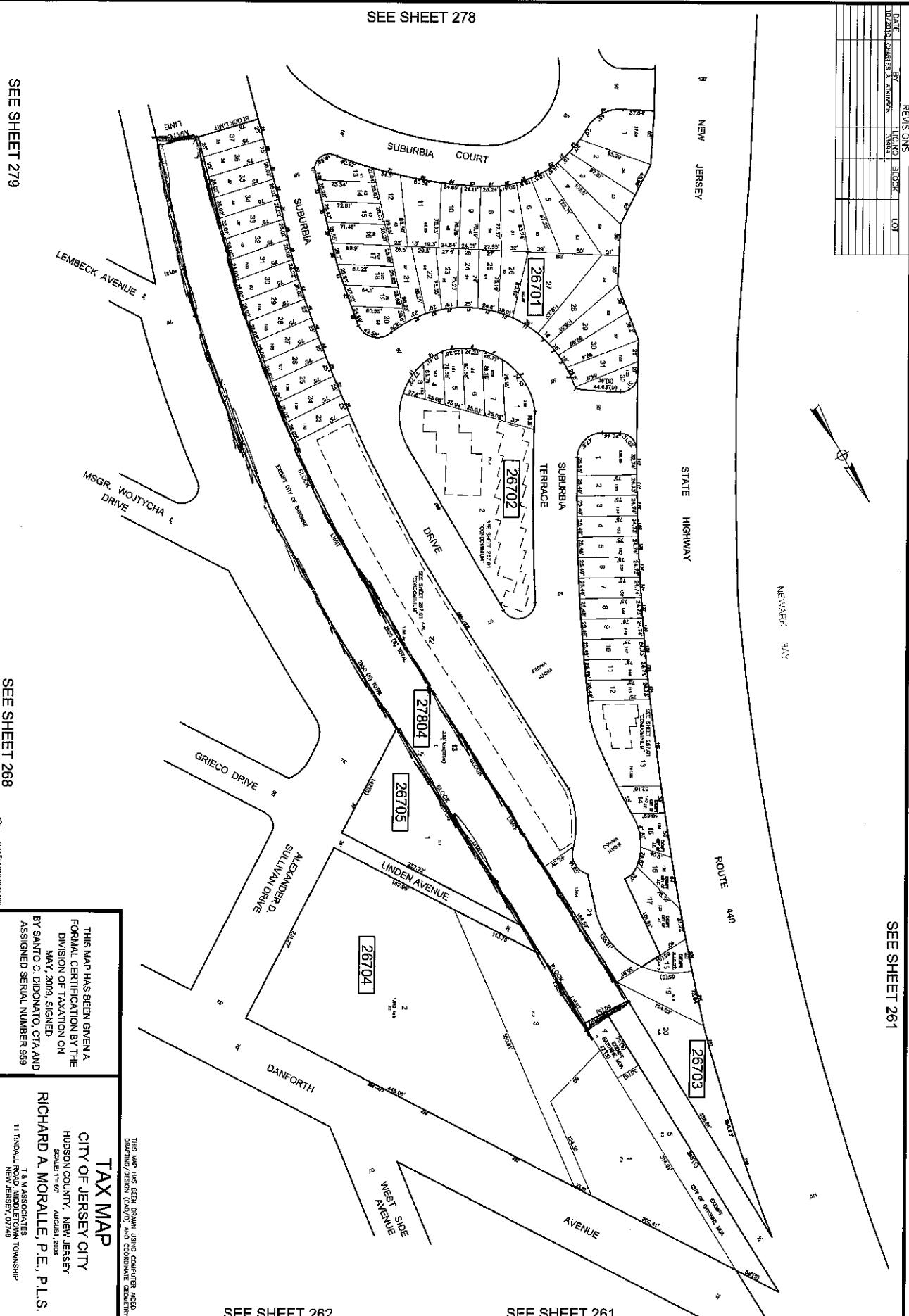
**Section 4.** This Resolution shall take effect immediately.

**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 April 19, 2022.**

  
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	✓			

DATE	BY	REVISIONS	BLOCK	LOT
10/20/10	CHARLES A. AMMONS	1		



SEE SHEET 279

SEE SHEET 268

APR - 2007/2013/100

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 969

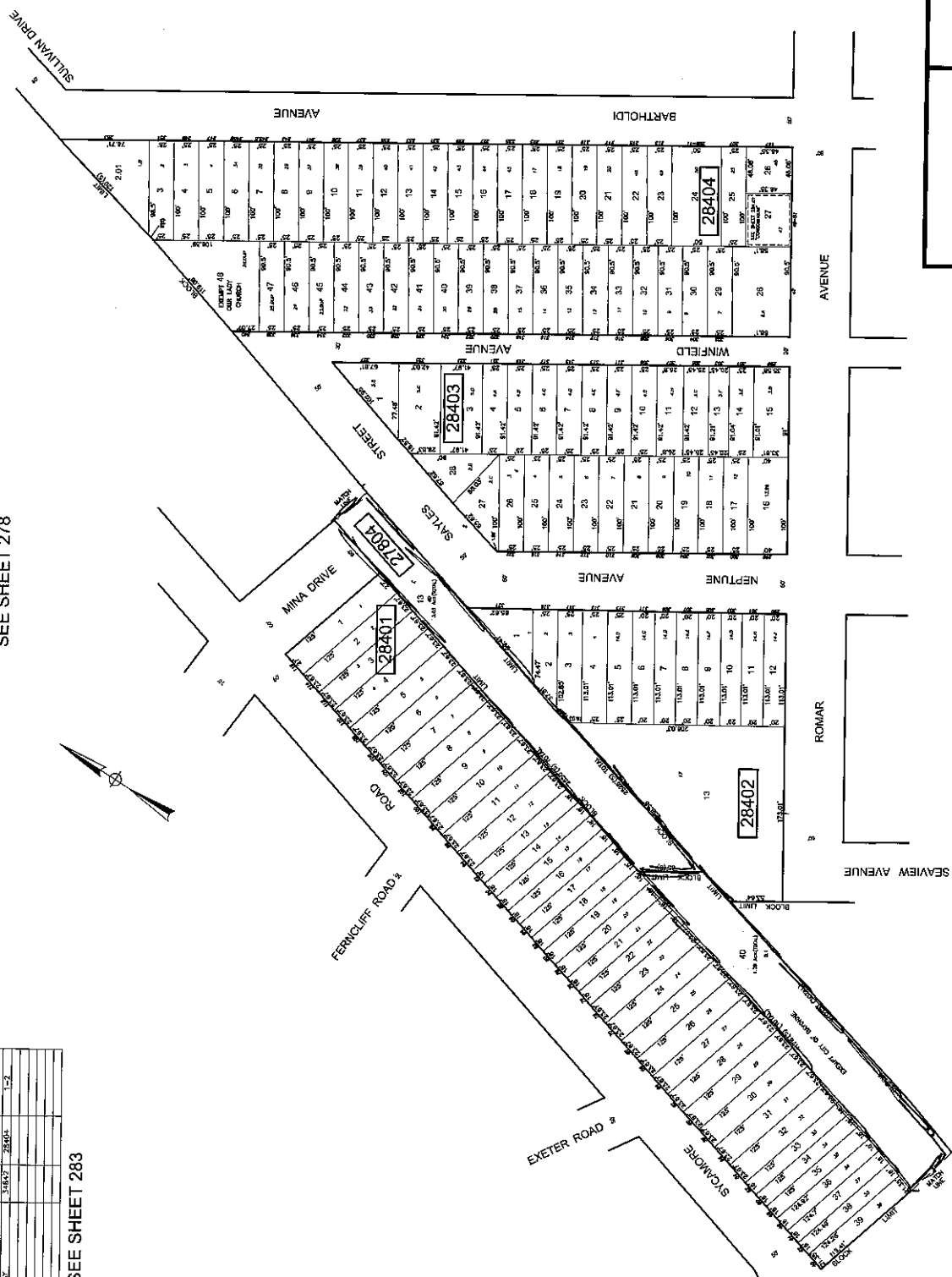
**TAX MAP**  
CITY OF JERSEY CITY  
HUDSON COUNTY, NEW JERSEY  
SCALE: 1"=60' AUGUST 2009  
RICHARD A. MORALE, P.E., P.L.S.  
T & M ASSOCIATES  
11 TROOP, NEW JERSEY 07749



REVISIONS			
DATE	BY	REVISION	LOT
10/20/08	CHERRY & ADAMSON	1.0000	1-2
02/20/07	ED CLAY	28404	

SEE SHEET 278

SEE SHEET 283



SEE SHEET 283

SEE SHEET 290

SEE SHEET 279

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

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

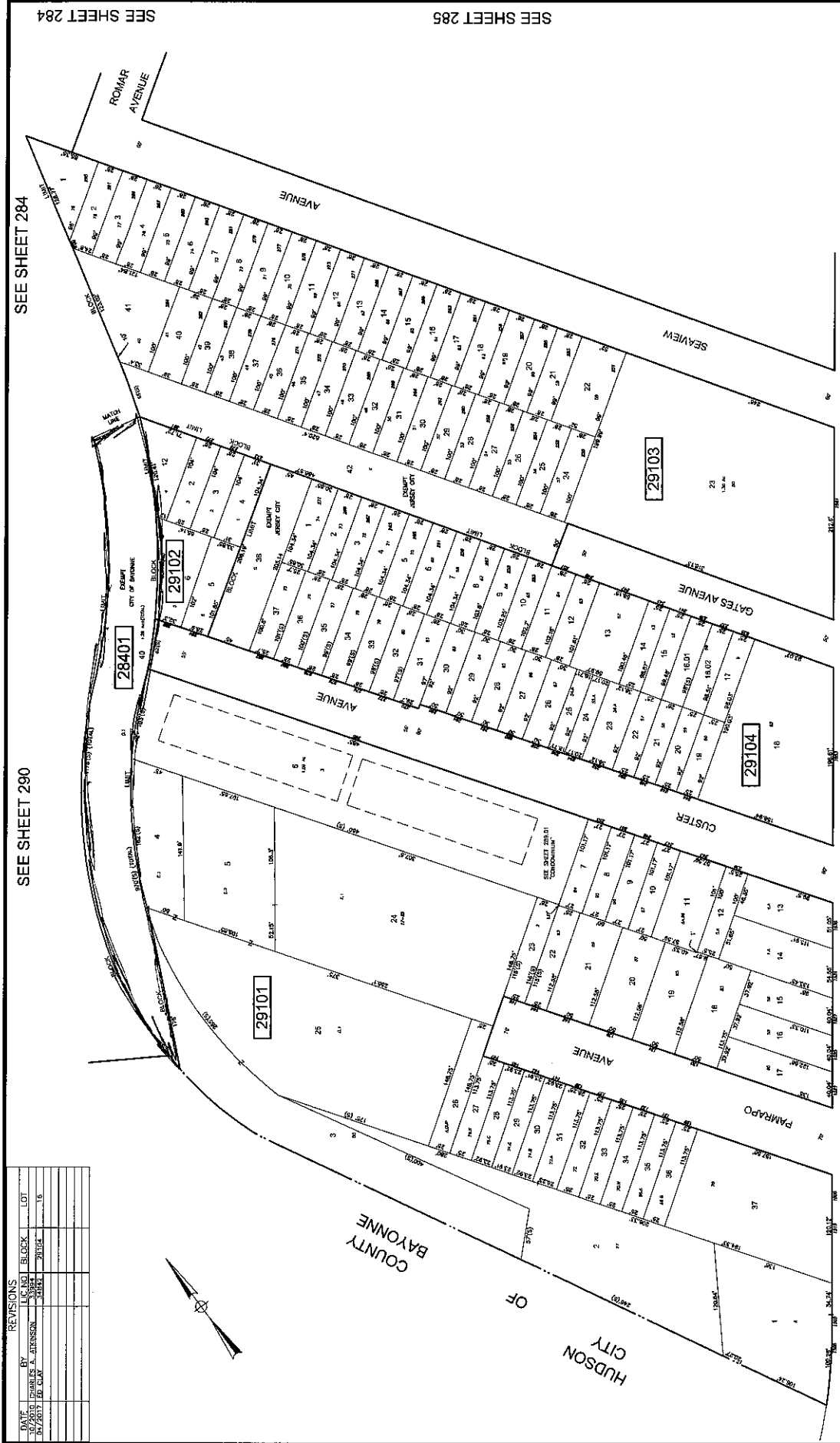
THIS MAP HAS BEEN GIVEN A  
FORMAL CERTIFICATION BY THE  
DIVISION OF TAXATION ON  
MAY, 2009, SIGNED  
BY SANTO C. DIDONATO, CTA AND  
ASSIGNED SERIAL NUMBER 959

SEE SHEET 285

SEE SHEET 291

ADP - COM 2/00/2007/3300

DATE	BY	REVISIONS	LOT
10/20/09	WILLIAM A. ATTENSON	1	15
10/20/09	WILLIAM A. ATTENSON	2	15
10/20/09	WILLIAM A. ATTENSON	3	15
10/20/09	WILLIAM A. ATTENSON	4	15
10/20/09	WILLIAM A. ATTENSON	5	15
10/20/09	WILLIAM A. ATTENSON	6	15
10/20/09	WILLIAM A. ATTENSON	7	15
10/20/09	WILLIAM A. ATTENSON	8	15
10/20/09	WILLIAM A. ATTENSON	9	15
10/20/09	WILLIAM A. ATTENSON	10	15
10/20/09	WILLIAM A. ATTENSON	11	15
10/20/09	WILLIAM A. ATTENSON	12	15
10/20/09	WILLIAM A. ATTENSON	13	15
10/20/09	WILLIAM A. ATTENSON	14	15
10/20/09	WILLIAM A. ATTENSON	15	15



THIS MAP HAS BEEN GIVEN A  
FORMAL CERTIFICATION BY THE  
DIVISION OF TAXATION ON  
MAY 7, 2009, SIGNED  
BY SANTO C. DIDONATO, CTA AND  
ASSIGNED SERIAL NUMBER 859

**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  
NEW JERSEY 07748  
TO SHOW CUSTOMER AS OF SEPTEMBER 2009

SEE SHEET 302 SEE SHEET 299 SEE SHEET 298 SEE SHEET 297 SEE SHEET 296

SEE SHEET 284 SEE SHEET 285 SEE SHEET 290 SEE SHEET 296

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY REAUTHORIZING NUNC PRO TUNC OF CONTRACT NO. 20-01-RN1 WITH T&M ASSOCIATES FOR ENVIRONMENTAL ENGINEERING SERVICES IN CONNECTION WITH PROPERTY LOCATED AT BLOCK 27804, LOT 13 AND BLOCK 28401, LOT 40 AND COMMONLY KNOWN AS THE COUNTRY VILLAGE PORTION OF THE GREENWAY MORRIS CANAL WITHIN THE MORRIS CANAL GREENWAY IN THE CITY OF JERSEY CITY**

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

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

**WHEREAS**, in furtherance of the goals and objectives of the Redevelopment Law, specifically *N.J.S.A. 40A:12A-22(k)*, the Agency requires from time to time the services of certain environmental engineering professionals to assist the Agency in designing the Country Village section of the Morris Canal Greenway; and

**WHEREAS**, T & M Associates ("T&M") submitted a proposal to the Agency dated January 16, 2020 (the "Proposal"), a copy of which is on file with the Agency, to perform certain environmental engineering services relating to the design of the Country Village Section of the Morris Canal Greenway identified as Block 27804, Lot 13 and Block 28401, Lot 40 on the City's tax maps (the "Services"); and

**WHEREAS**, pursuant to *N.J.S.A. 19:44A-20.4 et seq.*, by Resolution No. 20-08-2 adopted on August 18, 2020 the Agency qualified T&M to perform environmental services in all project areas; and

**WHEREAS**, pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the "LPCL"), by Resolution No. 20-01-16 adopted on January 21, 2020, the Agency's Board of Commissioners authorized Contract No. 20-01-RN1 with T&M dated January 22, 2020 (the "Contract") to perform the Services for a period of one (1) year for a total cost not to exceed \$228,321.00; and

**WHEREAS**, T&M requires additional time to complete the Services due to ongoing design work and because construction is not scheduled to begin until August 2021 at the earliest; and

**WHEREAS**, T&M possesses the skills and expertise to perform and complete the Services; and

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

**WHEREAS**, the Contract expired on January 21, 2021 and the Agency wishes to reauthorize the Contract *nunc pro tunc* from January 21, 2021 until December 31, 2021, to be paid in accordance with the rates and for the categories of work set forth in the Proposal for an amount not to exceed the

remaining balance under the Contract, One Hundred Eleven Thousand Six Hundred Seventeen Dollars and Thirty-Three Cents (\$111,617.33); and

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

**WHEREAS**, notice of the award of the 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:

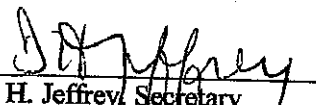
**Section 1.** The aforementioned recitals are incorporated herein as though fully set forth at length.

**Section 2.** The Board of Commissioners hereby reauthorizes the Contract for professional services with T&M for the performance of Services with a term commencing *nunc pro tunc* as of January 21, 2021 and expiring on December 31, 2021 for a total amount not-to-exceed the balance remaining under the Contract of One Hundred Eleven Thousand Six Hundred Seventeen Dollars and Thirty-Three Cents (\$111,617.33) payable according to the rates set forth in the Proposal, all under substantially the same terms and conditions as the Contract.

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

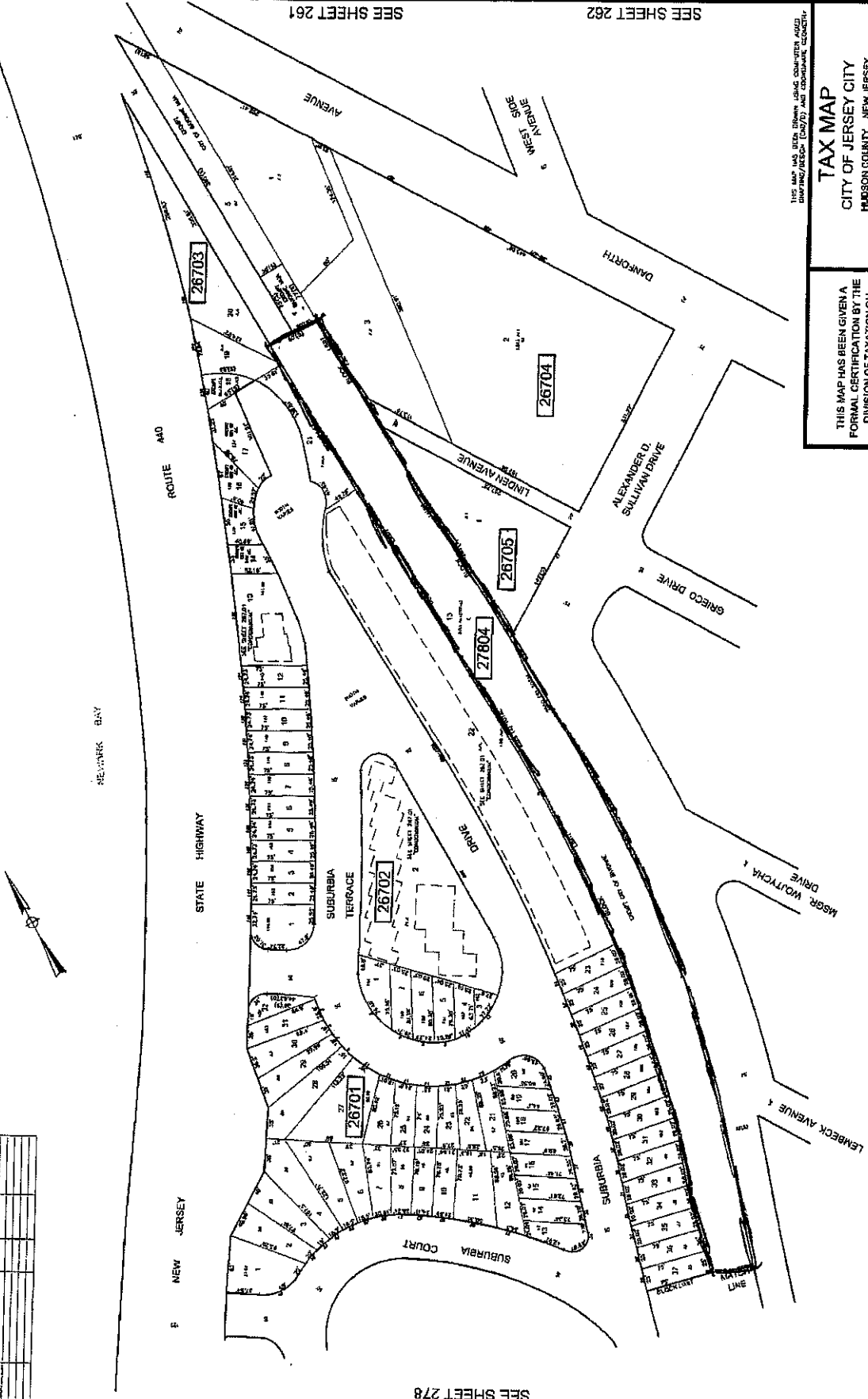
**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Special Meeting of February 23, 2021.**

  
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				✓
Evelyn Jones	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

SEE SHEET 261

REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	05/01/09	AM	INITIAL



SEE SHEET 278

SEE SHEET 261

SEE SHEET 262

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED SURVEYING (CAD) AND IS CONSIDERED TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY RECORD.

**TAX MAP**  
**CITY OF JERSEY CITY**  
HUDSON COUNTY, NEW JERSEY  
SCALE: 1" = 50' AUGUST 2009  
**RICHARD A. MORALLE, P.E., P.L.S.**  
T & M ASSOCIATES  
11 TINDALL NEW JERSEY 07033

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

SEE SHEET 279

SEE SHEET 268

AM - 04/20/09/27/09

SEE SHEET 278

SEE SHEET 283

SEE SHEET 283

SEE SHEET 290

SEE SHEET 279

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED DRAFTING/DESIGN (CAD/2) AND COORDINATE GEOMETRY.

## TAX MAP

CITY OF JERSEY CITY  
HUDSON COUNTY, NEW JERSEY  
SCALE 1"=50' AUGUST, 2005  
RICHARD A. MORALLE, P.E., P.L.S.  
T&M ASSOCIATES  
11 THINDALL ROAD, MERRITTOWN TOWNSHIP  
NEW JERSEY 07109

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

SEE SHEET 285

**SEE SHEET 291**

WORKSHEET - FEB

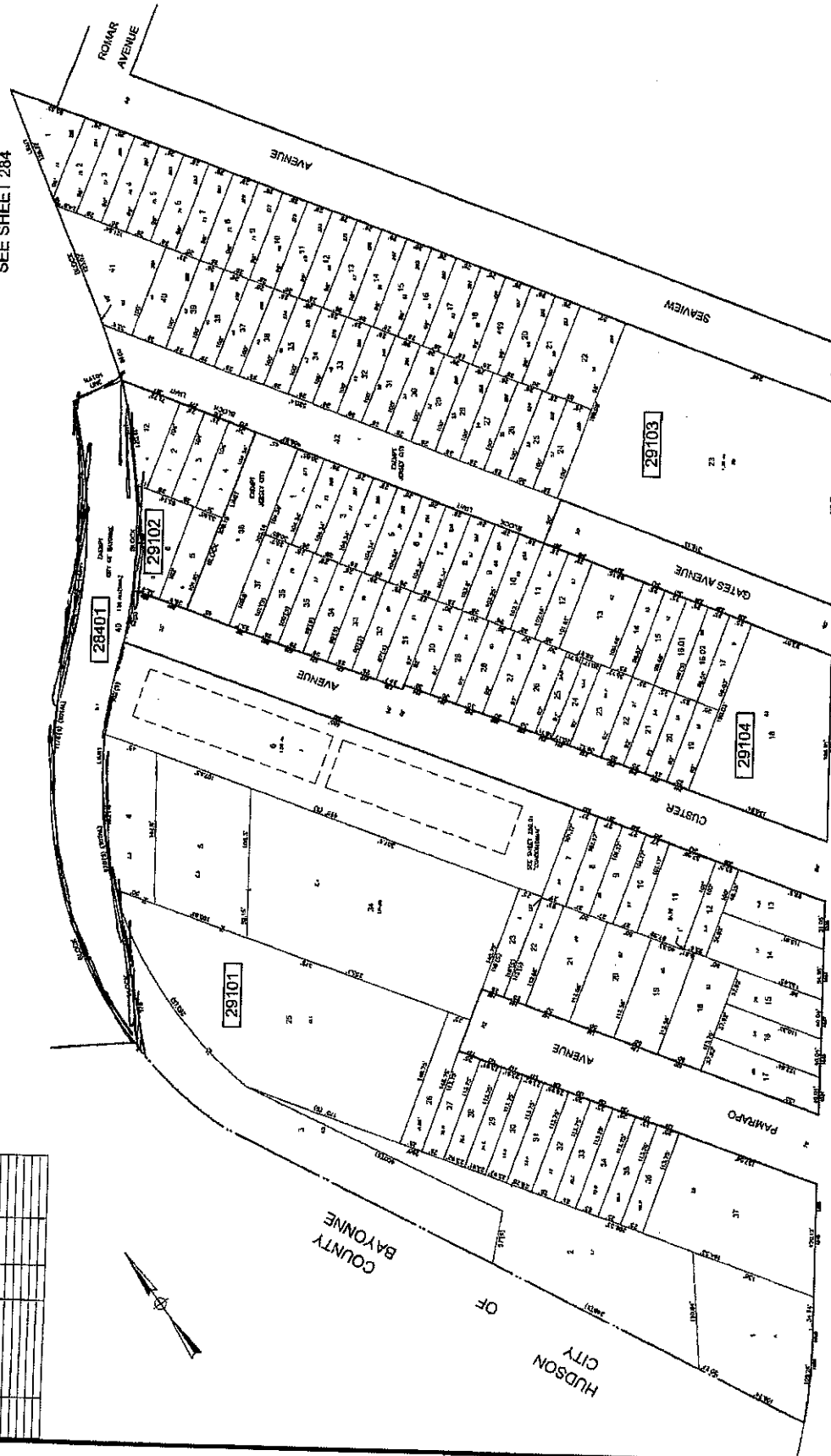
REVISIONS			
NO.	DATE	BY	REVISION
1	10/10/00	ROCK	CO
2	10/10/00	ROCK	CO
3	10/10/00	ROCK	CO
4	10/10/00	ROCK	CO
5	10/10/00	ROCK	CO
6	10/10/00	ROCK	CO
7	10/10/00	ROCK	CO
8	10/10/00	ROCK	CO
9	10/10/00	ROCK	CO
10	10/10/00	ROCK	CO

291

SEE SHEET 290

SEE SHEET 284

SEE SHEET 285



SEE SHEET 302

SEE SHEET 299

SEE SHEET 298

SEE SHEET 297

SEE SHEET 296

BOULEVARD

KENNEDY

**TAX MAP**

CITY OF JERSEY CITY  
HUDSON COUNTY, NEW JERSEY  
SCALE 1" = 100'  
RICHARD A. MORALLE, P.E., P.L.S.  
T&M ASSOCIATES  
NEW JERSEY

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

THIS MAP WAS MEAN DRAWN USING COMPUEN AMED SURVEYING (CADD) AND COORDINATE SYSTEM

291

**PROFESSIONAL SERVICES CONTRACT NO. 20-01-RN1**

**THIS PROFESSIONAL SERVICES CONTRACT NO. 20-01-RN1** (the "Agreement"), is entered into as of this 22<sup>nd</sup> day of January, 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 **T & M ASSOCIATES** with offices at 1455 Broad Street, Suite 250, Bloomfield, New Jersey 07003 (the "Consultant"; together with the Agency, the "Parties"; each, a "Party").

**WITNESSETH:**

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

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

**WHEREAS**, the Agency requires the services of an engineering professional to design the Country Village section of the Project (the "Engineering Services"), which is located at property identified as Block 27804, Lot 13 and Block 28401, Lot 40 on the official tax map of the Jersey City; and

**WHEREAS**, the Consultant submitted that certain Proposal to perform the Engineering Services, dated January 16, 2020, attached hereto as Exhibit A (the "Proposal"); and

**WHEREAS**, the Agency is authorized pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the "LPCL") to enter into contracts, as deemed necessary for the efficient operation of the Agency; and

**WHEREAS**, by Resolution 20-01-16 dated January 21, 2020, attached hereto as Exhibit B, the Agency's Board of Commissioners authorized execution of a professional services contract with the Consultant to perform the Engineering Services in accordance with the Proposal; and

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



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

### **SECTION 1 – PURPOSE**

The above recitals are hereby incorporated by reference into this Agreement, as if set forth in full. The purpose of this Agreement is to set forth the respective rights, obligations, conditions and agreements of the Parties in connection with the Consultant's providing of the Services.

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

A. The Consultant shall perform the Engineering Services and shall prepare all deliverables as outlined in and in accordance with the Proposal.

B. The Consultant's performance of the Engineering Services shall not be materially different from or more or less extensive than as specified in the Proposal, unless such modifications are reduced to writing and signed by authorized representatives of the Agency and the Consultant in accordance with Section 3 herein.

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

D. The Consultant shall perform the Engineering Services in a manner consistent with: (1) that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, and (2) all applicable federal, state, or local statutes, regulations, ordinances, or guidance documents issued by any regulatory agency with appropriate jurisdiction.

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

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

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

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

A. Compensation paid by the Agency to the Consultant for the performance of the Engineering Services shall not exceed Two Hundred Twenty-Eight Thousand, Three Hundred Twenty-One Hundred Dollars (\$228,321.00), which shall be payable in accordance with the Fee

Schedule set forth in the Proposal. Such compensation shall be inclusive of all work required to complete the Services. Such compensation shall include, and the Agency shall not be responsible for paying, any and all costs for labor, overhead and basic support services incurred by the Consultant. The Agency will not reimburse the Consultant for costs deemed by the Agency to be part of the Consultant's labor costs, overhead costs and/or basic support costs. Notwithstanding anything to the contrary in the Proposal, the Consultant shall be solely responsible for its own subcontractor, travel, meal and printing expenses, all of which are hereby deemed part of the Consultant's overhead costs.

B. Prior to engaging in work that may exceed the scope of the Services, the Consultant shall submit to the Agency, in writing, a request to perform such additional work, detailing the nature of the work, the cost of performing such work, and the need for the additional work. The Consultant shall not proceed with any such additional work without obtaining the prior, written consent of the Agency. Any modifications of the scope of the Services that would result in increasing the not to exceed amount set forth in Section 3(A) or other material revisions to this Agreement 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. The Consultant shall submit to the Agency monthly invoices, and any required Agency accounts payable vouchers, showing the Services performed and the charges therefor during the period covered thereby, in proportion to the total Services to be completed hereunder. The Consultant understands that said invoices and vouchers must be submitted to the Agency for approval prior to payment.

#### **SECTION 4 - INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

ii. Upon execution of this Agreement, the Consultant shall provide the Agency with proof of payment of all applicable premiums together with certificates of insurance and complete copies of all policies and any applicable additional insured endorsements thereto reflecting the coverages required pursuant to this Agreement, and in the case of the Consultant's CGL and Automobile Liability Coverage policies, the additional insured status of the Agency and the City.

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

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

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

#### **SECTION 5 - TERMINATION**

A. The Agency reserves the right to terminate this Agreement in whole or in part upon written notice to the Consultant of such termination and specifying, the effective date therefor. In such case, the Consultant shall continue to provide the Services as required by the Agency until the effective date provided in the termination notice.

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

C. All finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Agreement shall be considered the Agency's property, provided, however, that the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Consultant shall provide the Agency with all such documents, data, studies, and reports upon written demand of the Agency, but the Consultant shall be permitted to retain a copy of same for its records. Notwithstanding the above, the Consultant shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this Agreement by the Consultant, and the Agency may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Agency from the Consultant is determined.

#### **SECTION 6 - DISPUTE RESOLUTION**

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

## **SECTION 7 - INDEMNITY**

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

## **SECTION 8 - TERM**

This Agreement shall terminate one (1) year after the effective date of the contract or upon completion of the Engineering Services contemplated in the Proposal, whichever is earlier, unless terminated before such termination date in accordance with Section 5 herein.

## **SECTION 9 - POLITICAL CONTRIBUTION DISCLOSURE**

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

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

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

## **SECTION 11 - CONFIDENTIALITY**

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

## **SECTION 12 - ENTIRE CONTRACT**

This Agreement and all exhibits attached hereto constitute the entire agreement between the Agency and the Consultant with respect to the subject matter hereof. This Agreement supersedes all prior or contemporaneous communications or representations of agreement, whether written or oral, with respect to the subject matter thereof. There have been and are no

covenants, representations, restrictions or agreements other than those herein expressed.

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

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

### **SECTION 14 – COUNTERPARTS**

This Agreement may be executed in counterparts, each of which, when taken together, shall constitute one and the same instrument. Facsimile or PDF format signatures shall be deemed to be originals.

### **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 Agreement and the terms and conditions of the Proposal, the terms and conditions of this Agreement shall control.

### **SECTION 17 – APPLICABLE LAW**

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

### **SECTION 18 – SEVERABILITY**

If any part of this Agreement is for any reason found to be unenforceable, all other portions of this Agreement shall nevertheless remain enforceable.

*[Signatures appear on the following page]*

**EXHIBIT A**

**PROPOSAL FOR ENGINEERING SERVICES  
DATED JANUARY 16, 2020**



YOUR GOALS. OUR MISSION.

JCRAOH-16002

January 16, 2020

Via email

Diana H. Jeffrey, Executive Director  
Jersey City Redevelopment Agency  
66 York Street Suite 30  
Jersey City, NJ 07302

Re: Proposal for Professional Engineering Services  
Country Village Site – Morris Canal Greenway

Dear Ms. Jeffrey:

T&M Associates is pleased to present this scope of services and fee estimate for the Country Village Site – Morris Canal Greenway Project as outlined in the Request For Proposal issued by your office.

It is our understanding that the Jersey City Redevelopment Agency (JCRA) is seeking Professional Engineering Services to survey, basemap, design, permit and prepare construction bid documents for the Morris Canal Greenway for a stretch of approximately three-quarters of a mile situated to the east of Route 440, northwest of John F. Kennedy Boulevard, and southwest of Danforth Avenue.

#### Scope of Services

The following is T&M's scope of services for the above-referenced project. Please note, the short time for proposal submittal resulted in our office making assumptions on the scope that are described within the text and in the exclusions section on pages 4 and 5. If any of the exclusions can be quantified, T&M can modify our scope to address the new information:

#### Task 1 – Field Survey & Basemapping

1. T&M will utilize existing aerial mapping and boundary survey and supplement as needed with additional field survey along the approximately 4,100 l.f. x 55 l.f. corridor and an additional 75' beyond each way.
2. Prior to field survey data collection effort, a crew utilizing GPR (Ground Penetrating Radar) equipment will be dispatched to scan the trail to identify the alignment of the force main as well as other detectable subsurface utilities. These features will be flagged or painted for survey crew to collect.
3. The basemapping service digital deliverable will be a Civil3D based planimetric and topographic basemap created from existing aerial mapping and supplemented with the surveyed data collected along the trail alignment. All points, separated out on layers per the description keys embedded in the Civil3D deliverable drawing. Mapping is likely to be prepared at plan scale of 1"=30' but we will confirm (in case client or PM prefers 1"=20' scale).





**Task 2 – Pre-Design Concept Verification**

1. T&M will coordinate and attend a project kickoff meeting with the JCRA to review the project scope and schedule. T&M will prepare and distribute meeting minutes.
2. T&M will review the initial preferred trail alignment, alignment crossings and access points with the field survey data collected, site reconnaissance information, and any other relevant data received and prepare a preliminary layout plan for the improvements. In addition, any design constraints/impacts will be identified.
3. A memo of understanding will be prepared identifying the proposed alignment, ADA accessibility, design treatment, roadway crossings, jurisdictional areas of concern, project permitting, reports required, areas of easements needed and access points. This memo of understanding will serve as the basis of the preliminary design. Please note, the memo of understanding will identify any items that substantially change the scope will be identified. If a change of scope is needed, T&M will provide information to JCRA.

**Task 3 – Preliminary Design**

1. Preliminary Design will commence and will include the following items:
  - a. Horizontal and vertical alignment of the proposed trail
  - b. Typical sections
  - c. Storm water management design as related to porous pavement and grading
  - d. Regulatory signage & striping and wayfinding & gateway signage
  - e. Curb, sidewalk and crosswalk modifications as necessary
  - f. Landscaping design
  - g. Lighting and electrical design and coordination with utility to provide power
  - h. ADA compliance access design
  - i. Potential areas of conflict with infrastructure and other utilities will be identified
  - j. Incorporate any safety features requested by utility companies. The design of these safety features should be provided by the respective utility companies.
2. The design will keep in mind the Jersey City Resiliency Master Plan adopted on June 13, 2017 and Jersey City Adaptation Master Plan adopted on June 13, 2017 as part of our design approach for the Morris Canal Greenway project.
3. A preliminary construction cost estimate and construction schedule will be developed based on the preliminary design.
4. The preliminary design plans and construction cost estimate will be provided to the JCRA for review and comment.
5. T&M will coordinate and attend a preliminary design review meeting with the JCRA to review the preliminary design. T&M will prepare and distribute meeting minutes.



**Task 4 – Permitting**

1. T&M will identify the tidal Flood Hazard Area within the area of the trail and prepare a permit application to the NJDEP for the approval of the construction of the project. It is anticipated that the Project will only require a General Permit 13 from the NJDEP, which authorizes the construction of a trail up to 10 feet wide, provided the conditions at N.J.A.C. 7:13-9.13 are met. If we are not able to use porous pavement, we will be required to apply for an individual Permit and provide additional drainage design to address all its requirements. The fee for the Individual Permit and associated design are under ALT-B
2. T&M will coordinate and attend a pre-application meeting with NJDEP and SHPO to review the project and confirm the necessary permitting that may be required to construct the project.
3. T&M will retain a subconsultant, Hunter Research, who will prepare a Phase IA cultural resources survey of the approximately 5-acre project alignment and of the immediately adjacent properties. A Phase IA Cultural Resource Survey Technical Report will be submitted to SHPO for review and approval to construct the project. See 5 below.
4. T&M will prepare and submit an application for Soil Erosion and Sediment Control Certification from the Hudson Essex Passaic Soil Conservation District.
5. Assistance with Regulatory Compliance

The project alignment is located entirely within the Morris Canal Historic District, which is listed in the New Jersey and National Registers of Historic Places. Owing to the Morris Canal being a designated historic resource listed in the New Jersey and National Registers of Historic Places, this restoration project is required to be in compliance with the provisions of the New Jersey Register of Historic Places Act. Given the federal funding is being used, the project is also subject to review under Section 106 of the National Historic Preservation Act. These two reviews are separate but are conducted in parallel channels, with the Federal Agency (The U.S. Environmental Protection Agency) handling Section 106 process paperwork, while the municipality addresses the New Jersey Register of Historic Places Act.

We will assist and guide the project team as the Country Village Site – Morris Canal Greenway Project seeks to meet the historic preservation and cultural resource regulatory requirements of the New Jersey Department of Environmental Protection (specifically the New Jersey Historic Preservation Office [NJHPO]). For project compliance with the New Jersey Register of Historic Places Act, we will prepare on behalf of the project team an Application for Project Authorization to be submitted to the NJHPO for review by this agency and the New Jersey Historic Sites Council. We will also coordinate, as required, with the lead federal agency, to ensure that the Section 106 process is completed in tandem with the New Jersey State Register Act.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES CONTRACT WITH T&M ASSOCIATES FOR ENGINEERING DESIGN SERVICES FOR PROPERTY IDENTIFIED AS BLOCK 26704, LOTS 4 & 5, BLOCK 27804, LOT 13, BLOCK 28401, LOT 40, BLOCK 21510, LOT 2 AND BLOCK 21501, LOT 18, A/K/A THE COUNTRY VILLAGE SECTION OF THE MORRIS CANAL GREENWAY**

**WHEREAS**, the Jersey City Redevelopment Agency (the "Agency") is responsible for implementing redevelopment plans and carrying out redevelopment projects in 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 may be amended and/or supplemented from time to time, the "Redevelopment Law"); and

**WHEREAS**, the Agency and the City are participating in the development of a 111-mile continuous pedestrian and bicycle path along portions of the historic Morris Canal, a portion of which is located within the City (the "Project"); and

**WHEREAS**, the Agency has a need for engineering design services (the "Engineering Services") from an experienced and qualified firm in connection with the Country Village section of the Project, which is located at property identified as Block 26704, Lots 4 & 5; Block 27804, Lot 13; Block 28401, Lot 40; Block 21510, Lot 2; and Block 21501, Lot 18 on the official tax map of the City; and

**WHEREAS**, T&M Associates (the "Engineer") provided the Agency with a proposal dated January 16, 2020 (the "Proposal"), which lists the tasks proposed to be completed and proposes a total lump sum cost of Two Hundred and Twenty Eight Thousand and Three Hundred Twenty One Hundred Dollars (\$228,321.00) to complete all tasks listed in the Proposal; and

**WHEREAS**, having reviewed the Proposal, the Agency wishes to enter into a professional services agreement with the Engineer for the Engineering Services listed in the Proposal, for an amount not to exceed Two Hundred and Twenty Eight Thousand and Three Hundred Twenty One Hundred Dollars (\$228,321.00), payable in accordance with the rates and cost breakdown in the Proposal, and for a maximum term of one (1) year; and

**WHEREAS**, the contract amount shall be inclusive of all labor and expenses; and

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

**WHEREAS**, in accordance with the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the "LPCL"), the Engineering Services are professional services exempt from public bidding; and

**WHEREAS**, notice of the award of the agreement authorized herein shall be published in a newspaper of general circulation in accordance with the LPCL,

**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 a professional services agreement with the Engineer to perform the Engineering Services listed in the Proposal, for an amount not to exceed Two Hundred and Twenty Eight Thousand and Three Hundred Twenty One Hundred Dollars (\$228,321.00), payable in accordance with the rates and cost breakdown set forth in the Proposal, and for a maximum term of one (1) year, all subject to the terms and conditions set forth in the Agency's form professional services agreement.

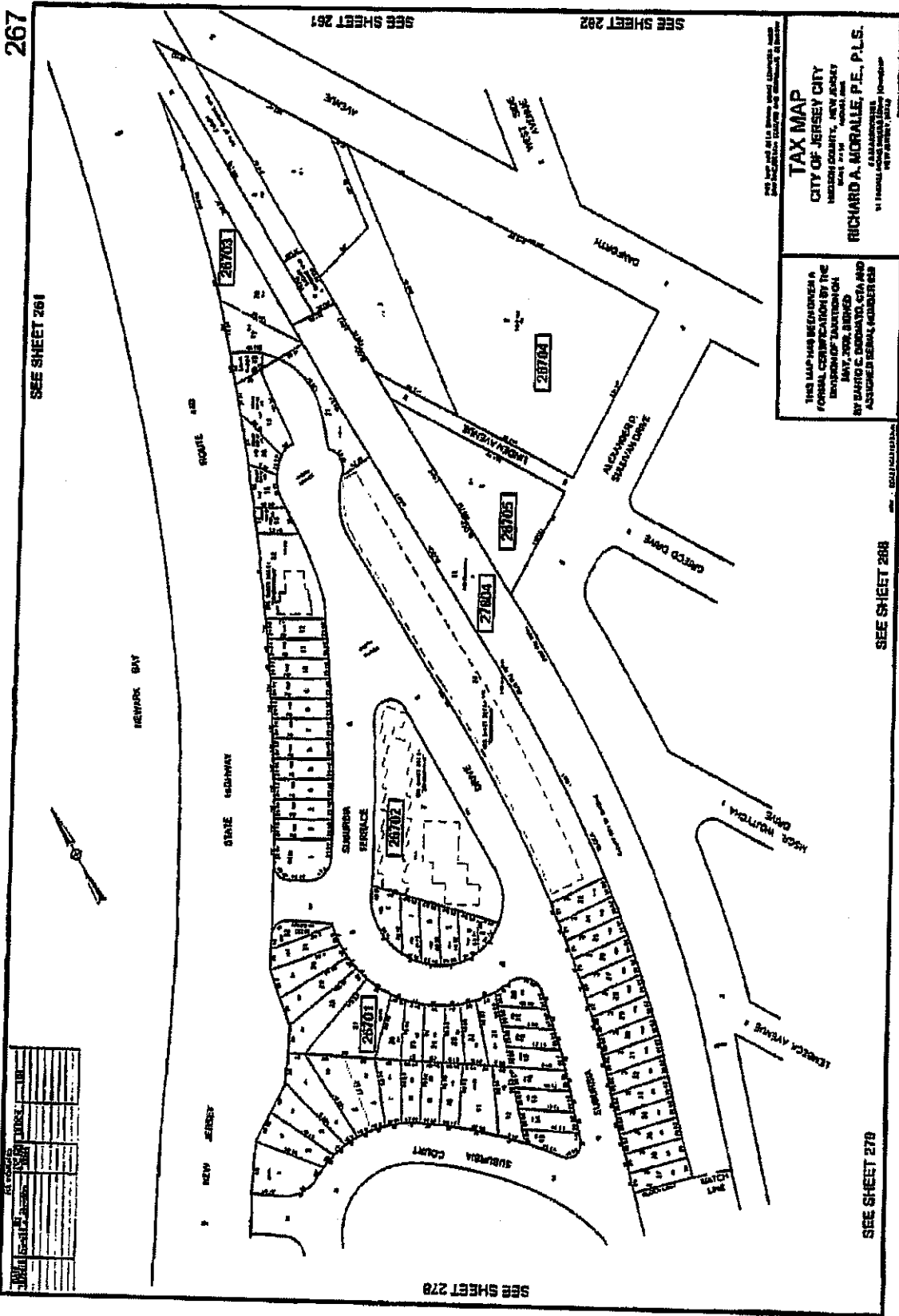
**Section 3.** The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute and deliver the professional services agreement authorized herein and any and all documents necessary to effectuate this Resolution, in consultation with counsel.

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

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of January 21, 2020.

Diana H. Jeffrey, Secretary

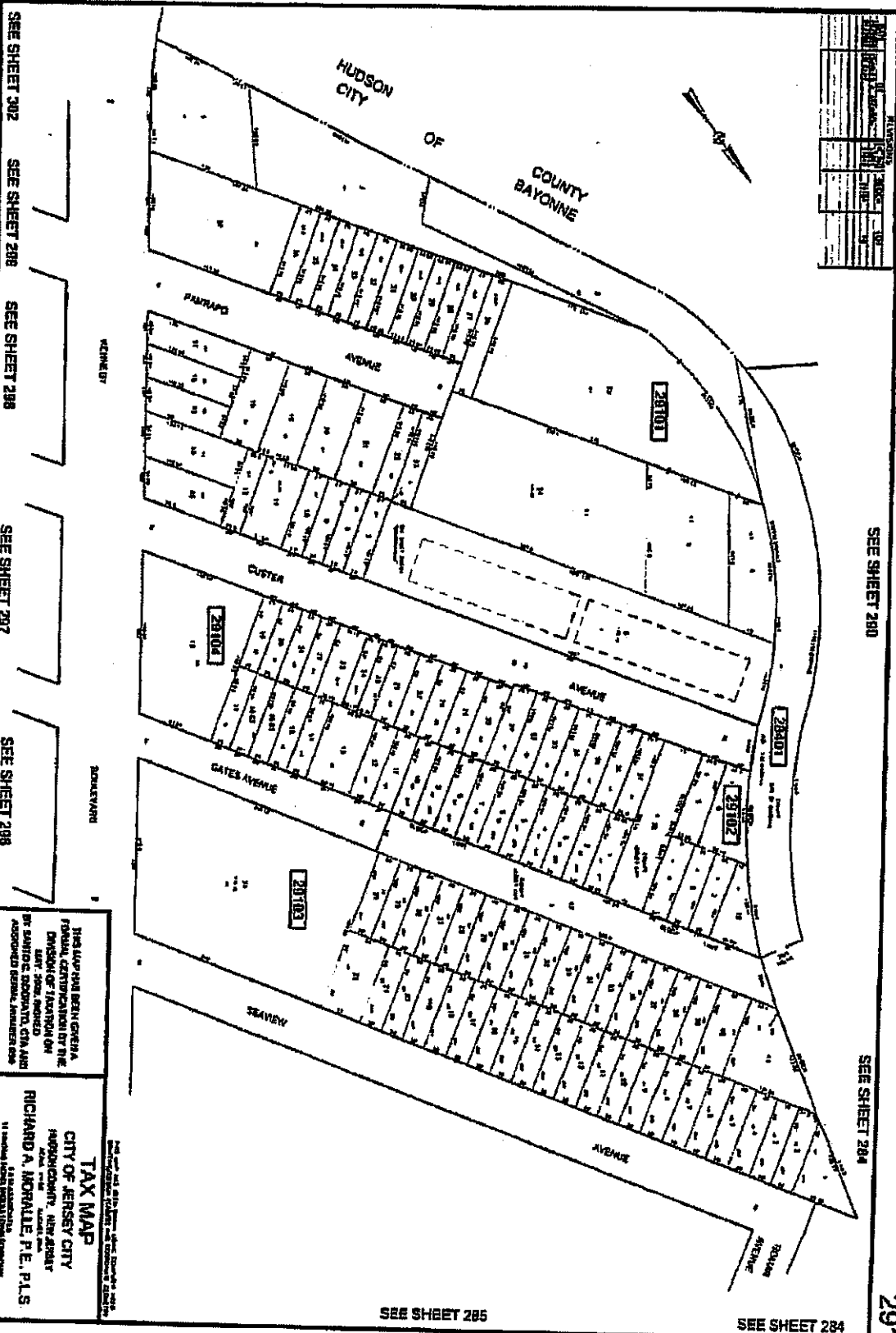
<b>RECORD OF COMMISSIONERS VOTE</b>				
<b><u>NAME</u></b>	<b><u>AYE</u></b>	<b><u>NAY</u></b>	<b><u>ABSTAIN</u></b>	<b><u>ABSENT</u></b>
Donald R. Brown				
Douglas Carlucci				
Erma D. Greene				
Evelyn Jones				
Darwin R. Ona				
Denise Ridley				
Daniel Rivera				



**TAX MAP**  
**CITY OF JERSEY CITY**  
HUDSON COUNTY, NEW JERSEY  
1991  
**RICHARD A. MORALE, P.E., P.L.S.**  
440 HANCOCK STREET, SUITE 200  
JERSEY CITY, NJ 07310

THIS MAP HAS BEEN GIVEN A  
FORMAL CERTIFICATION BY THE  
BOARD OF TAXATION OF THE  
CITY OF JERSEY CITY  
BY RESOLUTION NO. 100-100  
PASSED ON 10/10/91  
ASSIGNED A FORMAL NUMBER 100-100

TRACT	AREA	ACRES	OWNER
28101	1.00	1.00	...
28102	1.00	1.00	...
28103	1.00	1.00	...
28104	1.00	1.00	...
28105	1.00	1.00	...
28106	1.00	1.00	...
28107	1.00	1.00	...
28108	1.00	1.00	...
28109	1.00	1.00	...
28110	1.00	1.00	...
28111	1.00	1.00	...
28112	1.00	1.00	...
28113	1.00	1.00	...
28114	1.00	1.00	...
28115	1.00	1.00	...
28116	1.00	1.00	...
28117	1.00	1.00	...
28118	1.00	1.00	...
28119	1.00	1.00	...
28120	1.00	1.00	...



SEE SHEET 282 SEE SHEET 288 SEE SHEET 298 SEE SHEET 297 SEE SHEET 298

THIS MAP WAS PREPARED BY THE  
TAX MAP DIVISION OF THE  
DIVISION OF TAXATION OF THE  
STATE OF NEW JERSEY  
BY SAMUEL H. MORRIS, C.T.A. AND  
ASSOCIATED REAL ESTATE BROKERS

**TAX MAP**  
CITY OF JERSEY CITY  
PARSONS, NEW JERSEY  
RICHARD A. MORRIS, P.E., P.L.S.  
11 HANCOCK STREET, NEWARK, N.J. 07102

**EXHIBIT D**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

*N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)*

*N.J.A.C. 17:27*

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression,

disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.



## **EXHIBIT E**

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

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

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

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



T&amp;MASSO-01

KGODWIN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2020

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

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

PRODUCER  
Ames & Gough  
8300 Greensboro Drive  
Suite 980  
McLean, VA 22102

## CONTACT

PHONE (A/C, No, Ext): (703) 827-2277

FAX (A/C, No): (703) 827-2279

E-MAIL Address: admin@amesgough.com

## (INSURER(S) AFFORDING COVERAGE)

NAIC #

## INSURED

T&M Associates  
11 Tindall Road  
Middletown, NJ 07748

INSURER A: Colony Insurance Company

INSURER B: Travelers Indemnity Company of Connecticut A++ (Superior) 25682

INSURER C: Travelers Excess and Surplus Lines Company A++, XV

INSURER D: Charter Oak Fire Insurance Company A++ (XV) 25615

INSURER E: Lexington Insurance Company A, XV 19437

INSURER F:

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ITEM	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENT. AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	FACE306587	7/8/2019	7/8/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP. (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	8107N70541619	7/8/2019	7/8/2020	COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000	ZUP51M6213519	7/8/2019	7/8/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NJ) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe order	UB7N74117519	7/8/2019	7/8/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 Per Claim/Aggregate \$ 5,000,000
E	Professional Liab.	631428317	4/28/2020	4/26/2021	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: CONTRACT #20-01-RN1 - MORRIS CANAL GREENWAY

Jersey City Redevelopment Agency and the City of Jersey City are included as additional insured in accordance with policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies when required by written contract. A waiver of subrogation is granted in favor of the additional insured in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies where permissible by state law and when required by written contract. The General Liability policy is primary and non-contributory over any existing insurance in accordance with policy and provisions and when required by written contract.

## CERTIFICATE HOLDER

Jersey City Redevelopment Agency  
30 Montgomery St, Suite 900  
Jersey City, NJ 07302

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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**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 T&M Associates (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding June 2020 (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 T&M 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: T&M Associates

Signed: \_\_\_\_\_ Title: Vice President

Print Name: Robert R. Keady Date: 6/5/2020

Subscribed and sworn before me  
this 5th day of June, 2020.

**My Commission expires:**

Shirley Proetto  
(Affiant)  
Shirley Proetto, Admin. Assistant  
(Print name & title of affiant) (Corporate Seal)



**SHIRLEY PROIETTO**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
ID = 2458842

MY COMMISSION EXPIRES MAR. 12, 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.**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE TERMINATION OF A REDEVELOPMENT AGREEMENT WITH 199 STEGMAN REALTY, LLC AS REDEVELOPER OF CERTAIN PROPERTY LOCATED AT BLOCK 25101, LOT 6, COMMONLY KNOWN AS 199 STEGMAN STREET WITHIN THE TURNKEY REDEVELOPMENT AREA**

**WHEREAS**, the real property owned by the Agency commonly known as 199 Stegman Street in Jersey City identified on the City tax map as Block 25101, Lot 6 (the "Property") is located within the Turnkey Redevelopment Area and is governed by the Turnkey Redevelopment Plan; and

**WHEREAS**, on June 8, 2021, the Agency entered into a redevelopment agreement (the "Redevelopment Agreement") with Bee's Construction, LLC ('Bee's') which provided, among other things, that the Agency would sell the Property to Bee's and that Bee's would thereafter redevelop the Property in accordance with a schedule set forth within the Redevelopment Agreement; and

**WHEREAS**, Bee's subsequently assigned its rights in the Redevelopment Agreement and in the Property to an Affiliate (i.e. an entity owned or controlled by the Redeveloper or by the same owners as the Redeveloper) called 199 Stegman Realty, LLC ("199 Stegman"); and

**WHEREAS**, prior to the Agency's sale of the Property to 199 Stegman, the Agency learned that the common owner of Bee's and 199 Stegman had violated the City's pay-to-play requirements which are expressly included within the Redevelopment Agreement; and

**WHEREAS**, the Agency sent a default notice to 199 Stegman, but it was unable to cure this default; and

**WHEREAS**, the Redevelopment Agreement provides, among other things, that upon the occurrence of an event of default on the part of the redeveloper, the Agency may terminate the Redevelopment Agreement and may rescind the redeveloper's designation as the redeveloper for the Property; and

**WHEREAS**, due to this event of default on the part of 199 Stegman, the Agency wishes to adopt this resolution to authorize the termination of the Redevelopment Agreement and the rescission of the redeveloper designation to Bee's and to its assignee 199 Stegman.

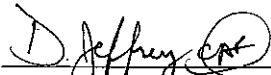
**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Jersey City Redevelopment Agency hereby authorizes the termination of the Redevelopment Agreement with 199 Stegman for the Property and rescinds the designation of Bee's (and, thereafter, its assignee 199 Stegman) as the redeveloper for the Property;

**BE IT FURTHER RESOLVED** that the Agency's Executive Director, Chairman, Vice Chairman, Secretary and/or its outside redevelopment counsel David A. Clark, Esq. of Gluck Walrath, LLP are hereby authorized to execute any documents and to take any actions necessary to terminate the Redevelopment Agreement, rescind this redeveloper designation, and to

implement the purposes of this resolution; and

**BE IT FURTHER RESOLVED** that the Board Secretary is hereby directed to provide a certified copy of this resolution to the Agency's redevelopment counsel, David A. Clark,, Esq., at Gluck Walrath, LLP, and 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 April 19, 2022.

  
Diana H. Jeffrey, Secretary

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

DR. MARTIN LUTHER KING DR.

VAN CLEEF ST.

DWIGHT

**VAN CLEEF ST.**

OCEAN AVENUE

SEE SHEET 252

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

ARH - 004f24GA27973300

**TAX MAP**  
CITY OF JERSEY CITY  
HUDSON COUNTRY, NEW JERSEY  
SCALE: 1" = 50' AUGUST 2006  
RICHARD A. MORALLE, P.E., P.L.S.,  
T.A.M. ASSOCIATES  
11 TIMOAL ROAD, HINDLETON TOWNSHIP  
NEW JERSEY 07740

251



GluckWalrath LLP  
4 Paragon Way  
Suite 400  
Freehold, New Jersey 07728  
(732) 530-8822 (Phone)  
(732) 530-6770 (Facsimile)

**Reply to:**

*David A. Clark*

*Direct Dial: 609-278-3906*

*Dclark@glucklaw.com*

[glucklaw.com](http://glucklaw.com)

January 6, 2022

**Via Federal Express**

Eugene O'Connell, Esq.  
853 Summit Avenue  
Jersey City, NJ 07307

Stegmen Realty, LLC  
189 Bidwell Avenue  
Jersey City, NJ 07305

**Re: Default Notice  
199 Stegman Street  
Block 2501, Lot 6  
Jersey City, New Jersey**

Gentlemen:

I am writing this letter on behalf of my client, the Jersey City Redevelopment Agency (the "JCRA"), to place the Redeveloper, Stegmen Realty, LLC, on notice of the occurrence of an Event of Default as defined within the June 8, 2021 Redevelopment Agreement between the JCRA and the Redeveloper. Specifically, as set forth within my December 8, 2021 letter to the Redeveloper's counsel, the Redeveloper has violated Jersey City's pay-to-play requirements by allowing Brenda Williams, the daughter of the Redeveloper's principal owner, Bernard Shivers, to make monetary contributions to Frank Gilmore, a candidate running for a seat on the Jersey City Municipal Council.

On December 8, 2021, I wrote to the Redeveloper's counsel, Gene O'Connell, Esq., to notify the Redeveloper of this pay-to-play violation and to ask for the Redeveloper's position with regard to this issue. On December 9, 2021, I received a letter from Mr. O'Connell responding to my letter. Notably, the Redeveloper does not deny that Ms. Williams is Mr. Shiver's daughter or that Ms. Williams made this monetary contribution to a candidate who was running for office in Jersey City. Rather, the Redeveloper contends that this contribution does not violate the City's pay-to-play requirements because (i) Ms. Williams is a 26 year old emancipated adult who does not live in the same household as her father, (ii) she is not a salaried employee of Bee's Construction, and (iii) Bee's Construction is no longer the redeveloper for the project. None of these arguments have any merit. First, the City's pay-to-play ordinance bars any contributions by persons who own a 10% or more interest in a redeveloper and by their children and spouses. It does not make any exception if the children are emancipated and do not live in their parents' household. Secondly, the argument that Bee's Construction is no longer the

redeveloper is likewise without merit as Bee's Construction was the redeveloper when the disqualifying contributions were made. Moreover, Stegmen Realty, LLC (the new redeveloper through assignment) is also 51% owned by Bernard Shivers so the political contribution made by his daughter would disqualify both Bee's Construction and Stegmen Realty, LLC from serving as the redeveloper for this property. Finally, the municipal code does not distinguish between salaried and non-salaried employees, and instead bars any employees of a redeveloper from making contributions. For all of these reasons, these actions violate the pay-to-play requirements set forth within §3-51.2 of the City's Municipal Code and within Section 6.3 of the Redevelopment Agreement.

In addition to this pay-to-play violation, the Redeveloper is also in default due to its' failure to reimburse the JCRA for its Professional Costs and to replenish the Professional Costs Escrow when asked to do so. As you are aware from my previous e-mails to you in November and December of 2021, the Redeveloper owes the JCRA over \$37,000 in Professional Costs (and that calculation was as of last month and did not include my firm's December 2021 invoice for work performed on this project).

Please accept this letter as a Notice of Default under the terms of the Redevelopment Agreement. Please be aware that if these Events of Default are not cured within thirty (30) days as required under Section 10.2 of the Redevelopment Agreement, the JCRA will pursue any and all remedies that are available to it upon the occurrence of an uncured Event of Default.

Very truly yours,  
**GluckWalrath LLP**

By: David A. Clark  
David A. Clark

DAC:dmr

cc: Diana Jeffrey, JCRA Executive Director (via e-mail only)  
Victoria Bonners, Project Manager (via e-mail only)



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE PERSONNEL LIST AS OF APRIL 19, 2022**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Personnel List as of April 19, 2022

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that the Personnel List as of April 19, 2022 be approved as presented.

*D. Jeffrey* *CPR*  
Secretary

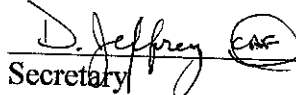
Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners adopted at their Meeting dated April 19, 2022

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

**RESOLUTION OF THE BOARD OF  
COMMISSIONERS OF THE JERSEY CITY  
REDEVELOPMENT AGENCY APPROVING THE  
ACCOUNTS/INVOICES PAYABLE LIST AS OF  
APRIL 19, 2022**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of April 19, 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 April 19, 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 April 19, 2022

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

# Jersey City Redevelopment Agency

## Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<b>Peter Waldor &amp; Associates</b>								
Peter Waldor & Associates	4/14/2022	1/25/2022	29107	Property Insurance - 405-407 Ocean Avenue	\$6,110.20	\$0.00		\$6,110.20
				<i>Totals for Peter Waldor &amp; Associates:</i>	<i>\$6,110.20</i>	<i>\$0.00</i>		<i>\$6,110.20</i>
				<i>1 invoice(s) listed.</i>				
				<b>GRAND TOTALS:</b>	<b>\$6,110.20</b>	<b>\$0.00</b>		<b>\$6,110.20</b>

# 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 (4/14/2022)
- 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

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<b>Peter Waldor &amp; Associates</b>								
Peter Waldor & Associates	3/30/2022	1/24/2022	29089	General Liability Insurance - 287 Pine Street	\$309.75	\$0.00		\$309.75
				Totals for Peter Waldor & Associates: 1 invoice(s) listed.	\$309.75	\$0.00		\$309.75
GRAND TOTALS:					\$309.75	\$0.00		\$309.75

# 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 (3/30/2022)
- 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

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<b>ADVANCED SCAFFOLD SERVICES LLC</b>								
ADVANCED SCAFFOLD SERVICES I	4/19/2022	3/15/2022	44	Scaffold Services at 84 Sip Avenue-March 20	\$1,200.00	\$0.00		\$1,200.00
AFLAC				Totals for ADVANCED SCAFFOLD SERVICES LLC: 1 invoice(s) listed.	\$1,200.00	\$0.00		\$1,200.00
<b>Apruzzese, McDermott, Mastro &amp; Murphy</b>								
Apruzzese, McDermott, Mastro & Murpl	4/19/2022	4/1/2022	May 2022	Employee Deductions per Payroll	\$632.16	\$0.00		\$632.16
				Totals for AFLAC: 1 invoice(s) listed.	\$632.16	\$0.00		\$632.16
<b>ARCHER &amp; GREINER, P.C.</b>								
ARCHER & GREINER, P.C.	4/19/2022	4/1/2022	227449	Legal Services - Internal Employment	\$157.50	\$0.00		\$157.50
ARCHER & GREINER, P.C.	4/19/2022	4/1/2022		Totals for Apruzzese, McDermott, Mastro & Murphy: 1 invoice(s) listed.	\$157.50	\$0.00		\$157.50
<b>BROWNFIELD REDEVELOPMENT SOLUTIONS</b>								
BROWNFIELD REDEVELOPMENT S	4/19/2022	2/28/2022	5729	Legal Services - LMD #13 Urban Renewal to I	\$4,262.50	\$0.00		\$4,262.50
BROWNFIELD REDEVELOPMENT S	4/19/2022	2/28/2022	5730	Legal Services - LMD #13 Urban Renewal to I	\$9,592.50	\$0.00		\$9,592.50
BROWNFIELD REDEVELOPMENT S	4/19/2022	2/28/2022	5732	Legal Services - 61-63 Sip Avenue	\$942.50	\$0.00		\$942.50
BROWNFIELD REDEVELOPMENT S	4/19/2022	2/28/2022	5733	Legal Services - Bates Street Redevelopment	\$455.00	\$0.00		\$455.00
BROWNFIELD REDEVELOPMENT S	4/19/2022	2/28/2022	5734	Legal Services - 326-330 MLK Redevelopment	\$497.90	\$0.00		\$497.90
BROWNFIELD REDEVELOPMENT S	4/19/2022	2/28/2022	5735	Legal Services - 379 Communipaw Ave.	\$260.00	\$0.00		\$260.00
				Legal Services - 326-330 MLK Redevelopment	\$24.25	\$0.00		\$24.25
				Legal Services - 118-128 Monitor Street	\$1,950.00	\$0.00		\$1,950.00
				Legal Services - LMD #13 Urban Renewal to I	\$5,715.50	\$0.00		\$5,715.50
				Totals for ARCHER & GREINER, P.C.: 9 invoice(s) listed.	\$23,700.15	\$0.00		\$23,700.15
<b>BROWNFIELD REDEVELOPMENT SOLUTIONS</b>								
BROWNFIELD REDEVELOPMENT S	4/19/2022	2/28/2022	5729	Support Services for Grand Jersey	\$18.00	\$0.00		\$18.00
BROWNFIELD REDEVELOPMENT S	4/19/2022	2/28/2022	5730	Oversight & Mgmt Services for EPA Hazardo	\$325.00	\$0.00		\$325.00
BROWNFIELD REDEVELOPMENT S	4/19/2022	2/28/2022	5732	Oversight & Mgmt Services for EPA Revolvi	\$250.00	\$0.00		\$250.00
BROWNFIELD REDEVELOPMENT S	4/19/2022	2/28/2022	5733	Morris Canal - Greenway EPA Multipurpose C	\$1,006.25	\$0.00		\$1,006.25
BROWNFIELD REDEVELOPMENT S	4/19/2022	2/28/2022	5734	Miscellaneous Non-Grant Fund Support Serv	\$768.75	\$0.00		\$768.75
BROWNFIELD REDEVELOPMENT S	4/19/2022	2/28/2022	5735	Oversight & Mgmt Services for EPA Mill Cre	\$275.25	\$0.00		\$275.25
				Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS: 6 invoice(s) listed.	\$2,643.25	\$0.00		\$2,643.25
ASH	4/19/2022	4/5/2022	April 2022	Petty Cash Replenishment	\$379.12	\$0.00		\$379.12

# 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>CHRISTOPHER FIORE</b>				Totals for CASH: 1 invoice(s) listed.	\$379.12	\$0.00		\$379.12
CHRISTOPHER FIORE	4/19/2022	4/1/2022	February - 2022	Eyewear - Reimbursement				
CHRISTOPHER FIORE	4/19/2022	3/27/2022	INV140270390	Expense Reimbursement - Zoom	\$100.00	\$0.00		\$100.00
CHRISTOPHER FIORE	4/19/2022	3/31/2022	March 2022	Travel Expense	\$91.43	\$0.00		\$91.43
CHRISTOPHER FIORE	4/19/2022	4/1/2022	February-2022	Eye Exam - Reimbursement	\$37.09	\$0.00		\$37.09
				Totals for CHRISTOPHER FIORE: 4 invoice(s) listed.	\$328.52	\$0.00		\$328.52
<b>COMCAST</b>								
COMCAST	4/19/2022	3/11/2022	8499 05 354 3248876	Internet Service at 665 Ocean Avenue	\$206.66	\$0.00		\$206.66
COMCAST	4/19/2022	3/5/2022	8499 05 354 3697536	25 Journal Sq - Business Internet	\$152.44	\$0.00		\$152.44
COMCAST	4/19/2022	3/26/2022	8499 05 354 4361702	39 Kearney Avenue - Business Internet and Ca	\$498.47	\$0.00		\$498.47
				Totals for COMCAST: 3 invoice(s) listed.	\$857.57	\$0.00		\$857.57
<b>CRYSTAL POINT CONDOMINIUM ASSOC.</b>								
CRYSTAL POINT CONDOMINIUM A	4/19/2022	4/1/2022	Apr-22	Monthly Maintenance Fee-April 22	\$161.84	\$0.00		\$161.84
				Totals for CRYSTAL POINT CONDOMINIUM ASSOC.: 1 invoice(s) listed.	\$161.84	\$0.00		\$161.84
<b>DELTA STORAGE</b>								
DELTA STORAGE	4/19/2022	3/19/2022	April & May 2022	Storage Unit - Size: 10x30, Unit #: 1172	\$1,633.76	\$0.00		\$1,633.76
DELTA STORAGE	4/19/2022	3/14/2022	March 2022	Storage Unit - Size: 10x30, Unit #: 1001	\$881.00	\$0.00		\$881.00
				Totals for DELTA STORAGE: 2 invoice(s) listed.	\$2,514.76	\$0.00		\$2,514.76
<b>DIANA JEFFREY</b>								
DIANA JEFFREY	4/19/2022	3/23/2022	44621	Expense Reimbursement - Dental	\$225.00	\$0.00		\$225.00
DIANA JEFFREY	4/19/2022	4/1/2022	Feb/March 2022	Expense Reimbursement - Travel- Various	\$835.62	\$0.00		\$835.62
DIANA JEFFREY	4/19/2022	3/2/2022	March -2022	Expense Reimbursement - Travel- Paris, Fran	\$1,312.80	\$0.00		\$1,312.80
				Totals for DIANA JEFFREY: 3 invoice(s) listed.	\$2,373.42	\$0.00		\$2,373.42
<b>Donohue, Gironda, Doria &amp; Tomkins, LLC.</b>								
Donohue, Gironda, Doria & Tomkins, L	4/19/2022	3/7/2022	22-019	Annual Independent Audit yr ending December	\$37,500.00	\$0.00		\$37,500.00
				Totals for Donohue, Gironda, Doria & Tomkins, LLC.: 1 invoice(s) listed.	\$37,500.00	\$0.00		\$37,500.00



# Jersey City Redevelopment Agency

## Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<b>DRIVE NEW JERSEY INSURANCE COM</b>								
DRIVE NEW JERSEY INSURANCE C	4/19/2022	3/23/2022	Policy 04259621-8	Progressive Ins. 2019 Jeep Compass	\$530.00	\$0.00		\$530.00
				Totals for DRIVE NEW JERSEY INSURANCE COM: 1 invoice(s) listed.	\$530.00	\$0.00		\$530.00
<b>Economic Problem Solutions, Inc.</b>								
Economic Problem Solutions, Inc.	4/19/2022	2/28/2022	14196	Professional Services - Construction Advisor-Ft	\$14,897.00	\$0.00		\$14,897.00
Economic Problem Solutions, Inc.	4/19/2022	3/31/2022	14201	Professional Services - Construction Advisor M	\$14,897.00	\$0.00		\$14,897.00
				Totals for Economic Problem Solutions, Inc.: 2 invoice(s) listed.	\$29,794.00	\$0.00		\$29,794.00
<b>ELIZABETH VASQUEZ</b>								
ELIZABETH VASQUEZ	4/19/2022	3/31/2022	March 2022	Employee Reimbursement - Self	\$1,626.00	\$0.00		\$1,626.00
ELIZABETH VASQUEZ	4/19/2022	3/31/2022	March 2022	Travel Expense - MSB	\$26.79	\$0.00		\$26.79
				Totals for ELIZABETH VASQUEZ: 2 invoice(s) listed.	\$1,652.79	\$0.00		\$1,652.79
<b>ERIC M. BERNSTEIN &amp; ASSOCIATES, LLC</b>								
ERIC M. BERNSTEIN & ASSOCIATES	4/19/2022	3/15/2022	74771	Legal Services - OPRA	\$210.00	\$0.00		\$210.00
ERIC M. BERNSTEIN & ASSOCIATES	4/19/2022	3/15/2022	75893	Legal Services - OPRA	\$892.50	\$0.00		\$892.50
ERIC M. BERNSTEIN & ASSOCIATES	4/19/2022	3/4/2022	76162	Legal Services - OPRA	\$140.00	\$0.00		\$140.00
ERIC M. BERNSTEIN & ASSOCIATES	4/19/2022	4/3/2022	76658	Legal Services - OPRA	\$1,365.00	\$0.00		\$1,365.00
				Totals for ERIC M. BERNSTEIN & ASSOCIATES, LLC: 4 invoice(s) listed.	\$2,607.50	\$0.00		\$2,607.50
<b>EVENING JOURNAL ASSOCIATION</b>								
EVENING JOURNAL ASSOCIATION	4/19/2022	3/2/2022	AD#0010254806	Legal Advertisement	\$60.06	\$0.00		\$60.06
EVENING JOURNAL ASSOCIATION	4/19/2022	4/1/2022	AD#0010284071	Legal Advertisement	\$74.89	\$0.00		\$74.89
				Totals for EVENING JOURNAL ASSOCIATION: 2 invoice(s) listed.	\$134.95	\$0.00		\$134.95
<b>FEDERAL EXPRESS</b>								
FEDERAL EXPRESS	4/19/2022	3/7/2022	7-682-13245	Overnight Deliveries- Various	\$232.88	\$0.00		\$232.88
FEDERAL EXPRESS	4/19/2022	3/21/2022	7-697-02550	Overnight Deliveries	\$81.84	\$0.00		\$81.84
				Totals for FEDERAL EXPRESS: 2 invoice(s) listed.	\$314.72	\$0.00		\$314.72
<b>FUSION CREATIVE</b>								
FUSION CREATIVE	4/19/2022	4/2/2022	3147	Quarterly Billing Cycle 4/1/2022 -6/30/2022	\$1,150.00	\$0.00		\$1,150.00

# Jersey City Redevelopment Agency Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<b>GALLAGHER BASSETT SERVICES, INC.</b>								
GALLAGHER BASSETT SERVICES, I	4/19/2022	2/24/2022	1303698	Segment Site10 Investigation Morris Canal	\$555.00	\$0.00		\$555.00
				Totals for GALLAGHER BASSETT SERVICES, INC.:	\$555.00	\$0.00		\$555.00
				1 invoice(s) listed.				\$1,150.00
<b>GANN LAW BOOKS</b>								
GANN LAW BOOKS	4/19/2022	3/14/2022	D660401	NJ titles 40 & 40A	\$4.00	\$0.00		\$4.00
				Totals for GANN LAW BOOKS:	\$4.00	\$0.00		\$4.00
				1 invoice(s) listed.				
<b>GEI CONSULTANTS, INC.</b>								
GEI CONSULTANTS, INC.	4/19/2022	1/18/2022	3101097	Environ/LSRP Services - Summit Metals and J	\$26,083.22	\$0.00		\$26,083.22
GEI CONSULTANTS, INC.	4/19/2022	1/18/2022	3102888	Environ/LSRP Services - Summit Metals and J	\$7,713.49	\$0.00		\$7,713.49
GEI CONSULTANTS, INC.	4/19/2022	2/18/2022	3104974	Environ/LSRP Services - Summit Metals and J	\$7,164.14	\$0.00		\$7,164.14
GEI CONSULTANTS, INC.	4/19/2022	3/16/2022	3106406	Environ/LSRP Services - Summit Metals and J	\$961.12	\$0.00		\$961.12
				Totals for GEI CONSULTANTS, INC.:	\$41,921.97	\$0.00		\$41,921.97
				4 invoice(s) listed.				
<b>GLUCK WALRATH LLP</b>								
GLUCK WALRATH LLP	4/19/2022	2/28/2022	62499	Legal Services - APRA	\$280.00	\$0.00		\$280.00
GLUCK WALRATH LLP	4/19/2022	2/28/2022	62500	Legal Services - 332 Whiton Street	\$2,475.00	\$0.00		\$2,475.00
GLUCK WALRATH LLP	4/19/2022	2/28/2022	62501	Legal Services - 201 New York Ave	\$385.00	\$0.00		\$385.00
GLUCK WALRATH LLP	4/19/2022	2/28/2022	62502	Legal Services - 9 Myrtle Ave	\$55.00	\$0.00		\$55.00
GLUCK WALRATH LLP	4/19/2022	2/28/2022	62503	Legal Services - 454 Palisade Avenue	\$1,072.50	\$0.00		\$1,072.50
GLUCK WALRATH LLP	4/19/2022	2/28/2022	62504	Legal Services - 199 Stegman	\$2,585.93	\$0.00		\$2,585.93
GLUCK WALRATH LLP	4/19/2022	2/28/2022	62505	Legal Services - 185 Dwight Street	\$35.00	\$0.00		\$35.00
GLUCK WALRATH LLP	4/19/2022	2/28/2022	62507	Legal Services - 24 Monticello	\$137.50	\$0.00		\$137.50
GLUCK WALRATH LLP	4/19/2022	3/31/2022	62706	Legal Services - APRA	\$542.50	\$0.00		\$542.50
GLUCK WALRATH LLP	4/19/2022	3/31/2022	62707	Legal Services - 9 Myrtle Ave.	\$660.00	\$0.00		\$660.00
GLUCK WALRATH LLP	4/19/2022	3/31/2022	62708	Legal Services - 454 Palisade Avenue	\$2,007.50	\$0.00		\$2,007.50
GLUCK WALRATH LLP	4/19/2022	3/31/2022	62709	Legal Services - 199 Stegman	\$825.00	\$0.00		\$825.00
GLUCK WALRATH LLP	4/19/2022	3/31/2022	62710	Legal Services - 185 Dwight Street	\$262.50	\$0.00		\$262.50
GLUCK WALRATH LLP	4/19/2022	3/31/2022	62711	Legal Services - 332 Whiton Street	\$2,227.50	\$0.00		\$2,227.50
GLUCK WALRATH LLP	4/19/2022	3/31/2022	62712	Legal Services - 24 Monticello	\$495.00	\$0.00		\$495.00
GLUCK WALRATH LLP	4/19/2022	2/28/2022	62506	Legal Services - 332 Whiton Street	\$55.00	\$0.00		\$55.00
				Totals for GLUCK WALRATH LLP:	\$14,100.93	\$0.00		\$14,100.93
				16 invoice(s) listed.				
<b>LIORDYS ESPINAL</b>								

# 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
HJORDYS ESPINAL	4/19/2022	3/10/2022	02-022	Eye Wear - Reimbursement/Exam & Glasses Totals for HJORDYS ESPINAL: 1 invoice(s) listed.	\$110.00 \$110.00	\$0.00 \$0.00		\$110.00 \$110.00
<b>HUDSON COUNTY REGISTER</b>								
HUDSON COUNTY REGISTER	4/19/2022	2/9/2022	222123	Recording Fee - 84- 98 Forrest Street	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	4/19/2022	2/9/2022	223084	Recording Fee - 262 Johnston - RDA	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	4/19/2022	2/9/2022	223111	Recording Fee - 262 Johnston - RDA	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	4/19/2022	2/9/2022	223118	Recording Fee - 387 8th Street	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	4/19/2022	2/9/2022	223124	Recording Fee - 400 7th Street	\$33.00	\$0.00		\$33.00
				Totals for HUDSON COUNTY REGISTER: 5 invoice(s) listed.	\$165.00	\$0.00		\$165.00
<b>INTEGRA REALTY RESOURCES - NORTHERN NJ</b>								
INTEGRA REALTY RESOURCES - NC	4/19/2022	10/15/2021	204-2021-0396	Appraisal Services - 11 Saddlewood Court	\$3,000.00	\$0.00		\$3,000.00
				Totals for INTEGRA REALTY RESOURCES - NORTHERN NJ: 1 invoice(s) listed.	\$3,000.00	\$0.00		\$3,000.00
<b>Jason Friedkin</b>								
Jason Friedkin	4/19/2022	4/4/2022	April 2022	Reimbursement - Eye Exam & Eyewear	\$70.00	\$0.00		\$70.00
				Totals for Jason Friedkin: 1 invoice(s) listed.	\$70.00	\$0.00		\$70.00
<b>JC MUNICIPAL UTILITIES AUTHORITY</b>								
JC MUNICIPAL UTILITIES AUTHORITY	4/19/2022	3/9/2022	30307758540000	Water & Sewer - 665 Ocean Ave 3030634854	\$733.98	\$0.00		\$733.98
JC MUNICIPAL UTILITIES AUTHORITY	4/19/2022	3/9/2022	30307758540000	Water & Sewer - 292 MLK Drive - 30307758	\$449.42	\$0.00		\$449.42
JC MUNICIPAL UTILITIES AUTHORITY	4/19/2022	3/11/2022	30309320562951	Water & Sewer - 25 Journal Sq F/L 30309320:	\$232.23	\$0.00		\$232.23
JC MUNICIPAL UTILITIES AUTHORITY	4/19/2022	2/18/2022	30308307348913	Water & Sewer - 25 Journal Sq	\$2,326.13	\$0.00		\$2,326.13
				Totals for JC MUNICIPAL UTILITIES AUTHORITY: 4 invoice(s) listed.	\$3,741.76	\$0.00		\$3,741.76
<b>JEFFREY VASQUEZ JIMENEZ</b>								
JEFFREY VASQUEZ JIMENEZ	4/19/2022	4/14/2022	Lunch	Reimbursement for Staff Lunch	\$100.43	\$0.00		\$100.43
				Totals for JEFFREY VASQUEZ JIMENEZ: 1 invoice(s) listed.	\$100.43	\$0.00		\$100.43
<b>ESAMIL LOZANO</b>								
ESAMIL LOZANO	4/19/2022	4/6/2022	April 2022	Reimbursement - Staff Lunch	\$160.42	\$0.00		\$160.42
				Totals for JESAMIL LOZANO: 1 invoice(s) listed.	\$160.42	\$0.00		\$160.42

# 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>KINNEY LISOVICZ REILLY &amp; WOLFF PC</b>								
KINNEY LISOVICZ REILLY & WOLF	4/19/2022	1/11/2022	23821	Legal Services - JC Capital Fund 204 Stegma	\$262.50	\$0.00		\$262.50
KINNEY LISOVICZ REILLY & WOLF	4/19/2022	3/4/2022	24550	Legal Services - Employment Law Issues	\$1,872.50	\$0.00		\$1,872.50
KINNEY LISOVICZ REILLY & WOLF	4/19/2022	3/4/2022	24551	Legal Services - JCRA v Crazy Greek	\$2,135.00	\$0.00		\$2,135.00
KINNEY LISOVICZ REILLY & WOLF	4/19/2022	3/4/2022	24552	Legal Services - JC Capital Fund 204 Stegma	\$140.00	\$0.00		\$140.00
KINNEY LISOVICZ REILLY & WOLF	4/19/2022	3/4/2022	24553	Legal Services - JCRA v Urban League	\$425.00	\$0.00		\$425.00
KINNEY LISOVICZ REILLY & WOLF	4/19/2022	3/4/2022	24554	Legal Services - Insurance	\$595.00	\$0.00		\$595.00
KINNEY LISOVICZ REILLY & WOLF	4/19/2022	3/4/2022	24555	Legal Services - 665 Ocean - Kevin Baskin	\$1,104.50	\$0.00		\$1,104.50
KINNEY LISOVICZ REILLY & WOLF	4/19/2022	3/4/2022	24556	Legal Services - 418 MLK/Miguel Velez	\$175.00	\$0.00		\$175.00
Totals for KINNEY LISOVICZ REILLY & WOLFF PC:					\$6,709.50	\$0.00		\$6,709.50
8 invoice(s) listed.								
<b>LANGAN ENGINEERING &amp; ENVIRONME</b>								
LANGAN ENGINEERING & ENVIRO	4/19/2022	3/15/2022	0351573	Professional Services - Boundry Survey Paths	\$26,500.00	\$0.00		\$26,500.00
Totals for LANGAN ENGINEERING & ENVIRONME:					\$26,500.00	\$0.00		\$26,500.00
1 invoice(s) listed.								
<b>MATRIX NEW WORLD ENGINEERING PC</b>								
MATRIX NEW WORLD ENGINEERI	4/19/2022	3/3/2022	35057	Boundry Survey - 174 Newark Ave	\$1,800.00	\$0.00		\$1,800.00
Totals for MATRIX NEW WORLD ENGINEERING PC:					\$1,800.00	\$0.00		\$1,800.00
1 invoice(s) listed.								
<b>MCMANIMON, SCOTLAND &amp; BAUMANN, LLC</b>								
MCMANIMON, SCOTLAND & BAU	4/19/2022	4/30/2021	180905	Legal Services- 284 MLK Drive Matter	\$5,393.50	\$0.00		\$5,393.50
MCMANIMON, SCOTLAND & BAU	4/19/2022	4/30/2021	180908	Legal Services- 500 Summitt	\$4,344.00	\$0.00		\$4,344.00
MCMANIMON, SCOTLAND & BAU	4/19/2022	1/21/2022	187805	Legal Services - Morris Canal Greenway	\$727.50	\$0.00		\$727.50
MCMANIMON, SCOTLAND & BAU	4/19/2022	1/21/2022	187792	Legal Services - West Campus - KKF 5B	\$455.00	\$0.00		\$455.00
MCMANIMON, SCOTLAND & BAU	4/19/2022	1/21/2022	187796	Legal Services - Brandywine	\$852.50	\$0.00		\$852.50
MCMANIMON, SCOTLAND & BAU	4/19/2022	1/21/2022	187798	Legal Services - Grand Jersey	\$927.50	\$0.00		\$927.50
MCMANIMON, SCOTLAND & BAU	4/19/2022	1/21/2022	187803	Legal Services - 360 9th St LLC/367 10th	\$975.00	\$0.00		\$975.00
MCMANIMON, SCOTLAND & BAU	4/19/2022	2/17/2022	188345	Legal Services- Loew's Theater	\$18,867.50	\$0.00		\$18,867.50
MCMANIMON, SCOTLAND & BAU	4/19/2022	2/17/2022	188346	Legal Services- Betty Lane Park	\$2,615.85	\$0.00		\$2,615.85
MCMANIMON, SCOTLAND & BAU	4/19/2022	2/17/2022	188348	Legal Services - 25 Pathside	\$5,202.94	\$0.00		\$5,202.94
MCMANIMON, SCOTLAND & BAU	4/19/2022	2/17/2022	188349	Legal Services - West Campus - Claremont 2	\$2,307.00	\$0.00		\$2,307.00
MCMANIMON, SCOTLAND & BAU	4/19/2022	2/17/2022	188350	Legal Services - 8 Aetna	\$2,145.00	\$0.00		\$2,145.00
MCMANIMON, SCOTLAND & BAU	4/19/2022	2/17/2022	188352	Legal Services - Hampshire	\$3,705.00	\$0.00		\$3,705.00
MCMANIMON, SCOTLAND & BAU	4/19/2022	2/17/2022	188353	Legal Services - Laurel/Saddlewood	\$4,615.00	\$0.00		\$4,615.00
MCMANIMON, SCOTLAND & BAU	4/19/2022	2/17/2022	188354	Legal Services -693-701 Newark Avenue	\$2,765.00	\$0.00		\$2,765.00
MCMANIMON, SCOTLAND & BAU	4/19/2022	2/17/2022	188355	Legal Services- General Counsel	\$12,741.00	\$0.00		\$12,741.00
MCMANIMON, SCOTLAND & BAU	4/19/2022	2/17/2022	188356	Legal Services - Liberty Harbor North Tramz-1	\$2,518.30	\$0.00		\$2,518.30
MCMANIMON, SCOTLAND & BAU	4/19/2022	2/17/2022	188357	Legal Services - 8 Erie St Litigation	\$2,695.00	\$0.00		\$2,695.00
MCMANIMON, SCOTLAND & BAU	4/19/2022	2/17/2022	188358	Legal Services - HCCC Properties	\$2,030.00	\$0.00		\$2,030.00
MCMANIMON, SCOTLAND & BAU	4/19/2022	2/17/2022	188359	Legal Services- 311 Washington Condos	\$4,399.50	\$0.00		\$4,399.50

# Jersey City Redevelopment Agency Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
MCMANIMON, SCOTLAND & BAU	4/19/2022	2/17/2022	188360	Legal Services- NJCU Block 4	\$3,022.50	\$0.00		\$3,022.50
MCMANIMON, SCOTLAND & BAU	4/19/2022	2/17/2022	188361	Legal Services - 500 Summit	\$10,201.00	\$0.00		\$10,201.00
MCMANIMON, SCOTLAND & BAU	4/19/2022	2/17/2022	188362	Legal Services - 51 Crescent Ave	\$2,300.00	\$0.00		\$2,300.00
MCMANIMON, SCOTLAND & BAU	4/19/2022	2/17/2022	188363	Legal Services - Commercial Street/JCMUA	\$4,497.50	\$0.00		\$4,497.50
MCMANIMON, SCOTLAND & BAU	4/19/2022	2/17/2022	188364	Legal Services - Bayfront - Pennrose/Omni	\$8,482.50	\$0.00		\$8,482.50
MCMANIMON, SCOTLAND & BAU	4/19/2022	2/17/2022	188365	Legal Services - Bayfront - BRP Development	\$7,301.00	\$0.00		\$7,301.00
MCMANIMON, SCOTLAND & BAU	4/19/2022	2/17/2022	188366	Legal Services - 408-420 Communipaw Aven	\$3,014.12	\$0.00		\$3,014.12
MCMANIMON, SCOTLAND & BAU	4/19/2022	2/17/2022	188367	Legal Services - Cottage 29 Owner LLC	\$4,137.50	\$0.00		\$4,137.50
MCMANIMON, SCOTLAND & BAU	4/19/2022	2/17/2022	188368	Legal Services - Ortiz v Jersey City & JCRA	\$4,672.50	\$0.00		\$4,672.50
MCMANIMON, SCOTLAND & BAU	4/19/2022	2/17/2022	188941	Legal Services- Loew's Theater	\$13,910.77	\$0.00		\$13,910.77
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188942	Legal Services- Berry Lane Park	\$4,325.00	\$0.00		\$4,325.00
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188943	Legal Services - Liberty Science Center	\$6,597.50	\$0.00		\$6,597.50
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188945	Legal Services - Argent Venture/Johnston Vie	\$3,510.00	\$0.00		\$3,510.00
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188946	Legal Services - 25 Pathside	\$5,407.50	\$0.00		\$5,407.50
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188947	Legal Services - West Campus	\$2,982.09	\$0.00		\$2,982.09
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188948	Legal Services - 405-407 Ocean Avenue	\$1,527.50	\$0.00		\$1,527.50
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188950	Legal Services - Tonnelle Avenue- Daylight T	\$2,307.50	\$0.00		\$2,307.50
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188951	Legal Services- 174-178 MLK (Webb/Washing	\$2,270.00	\$0.00		\$2,270.00
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188952	Legal Services- Hampshire	\$2,665.00	\$0.00		\$2,665.00
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188953	Legal Services - Laurel/Saddlewood	\$4,517.90	\$0.00		\$4,517.90
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188954	Legal Services - Newark Avenue	\$1,960.00	\$0.00		\$1,960.00
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188956	Legal Services- 30 Journal Square	\$1,493.00	\$0.00		\$1,493.00
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188957	Legal Services - General Counsel	\$10,151.90	\$0.00		\$10,151.90
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188959	Legal Services - 311 Washington Condos	\$4,357.50	\$0.00		\$4,357.50
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188961	Legal Services - NJCU Block 4	\$1,787.50	\$0.00		\$1,787.50
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188962	Legal Services - 500 Summit	\$5,115.00	\$0.00		\$5,115.00
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188963	Legal Services - Linden Avenue Industrial(Ca	\$2,607.37	\$0.00		\$2,607.37
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188964	Legal Services - Bayfront- Pennrose /Omni	\$15,001.50	\$0.00		\$15,001.50
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188965	Legal Services - BRP Bayfront	\$8,618.72	\$0.00		\$8,618.72
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188966	Legal Services - Route 440 Developers	\$1,820.00	\$0.00		\$1,820.00
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188967	Legal Services - 100 Monitor	\$2,485.45	\$0.00		\$2,485.45
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188968	Legal Services- 220-238 Monticello Avenue	\$3,412.50	\$0.00		\$3,412.50
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188969	Legal Services - Cottage 29 Owner LLC	\$1,937.50	\$0.00		\$1,937.50
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188970	Legal Services - 612-616 Communipaw Prop	\$2,527.50	\$0.00		\$2,527.50
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188971	Legal Services- 174 Newark Ave.	\$2,833.76	\$0.00		\$2,833.76
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188972	Legal Services - Port Liberte Apartments LLC	\$6,134.00	\$0.00		\$6,134.00
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188973	Legal Services - 723 Grand/ Urban Leauge	\$1,890.00	\$0.00		\$1,890.00
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/16/2022	188974	Legal Services- Ironstate 168 Sip Ave.	\$5,600.00	\$0.00		\$5,600.00
MCMANIMON, SCOTLAND & BAU	4/19/2022	3/22/2022	189169	Legal Services - Laurel/Saddlewood	\$4,225.00	\$0.00		\$4,225.00
MCMANIMON, SCOTLAND & BAU	4/19/2022	4/7/2022	189620	Legal Services - REVISED: 8 Erie St Litigati	\$3,539.00	\$0.00		\$3,539.00
Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:					\$265,428.67	\$0.00		\$265,428.67
60 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
METLIFE	4/19/2022	3/15/2022	May 2022	Employer I.D. #03639 - Deferred Salary Per P	\$575.00	\$0.00		\$575.00
METLIFE	4/19/2022	3/15/2022	May 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>NEWSPAPER MEDIA GROUP LLC</b>								
NEWSPAPER MEDIA GROUP LLC	4/19/2022	1/27/2022	00050382	Legal Advertisement / Annual Notice	\$475.00	\$0.00		\$475.00
				Totals for NEWSPAPER MEDIA GROUP LLC: 1 invoice(s) listed.	\$475.00	\$0.00		\$475.00
<b>NW FINANCIAL GROUP, LLC</b>								
NW FINANCIAL GROUP, LLC	4/19/2022	3/25/2022	28939	Financial Advisory -499 Summit Ave.	\$2,580.00	\$0.00		\$2,580.00
				Totals for NW FINANCIAL GROUP, LLC: 1 invoice(s) listed.	\$2,580.00	\$0.00		\$2,580.00
<b>Peter Waldor &amp; Associates</b>								
Peter Waldor & Associates	4/19/2022	4/18/2022	29823	Property Insurance - 199 Siegmans Street	\$500.00	\$0.00		\$500.00
Peter Waldor & Associates	4/19/2022	4/6/2022	29738	Property Insurance- Renewal- 292 MLK	\$6,341.30	\$0.00		\$6,341.30
				Totals for Peter Waldor & Associates: 2 invoice(s) listed.	\$6,841.30	\$0.00		\$6,841.30
<b>PITNEY BOWES CREDIT CORPORATION</b>								
PITNEY BOWES CREDIT CORPORATION	4/19/2022	4/4/2022	8000-9090-1032-112	Meter Usage / Printer	\$32.95	\$0.00		\$32.95
				Totals for PITNEY BOWES CREDIT CORPORATION: 1 invoice(s) listed.	\$32.95	\$0.00		\$32.95
<b>PUBLIC SERVICE ELECTRIC &amp; GAS</b>								
PUBLIC SERVICE ELECTRIC & GAS	4/19/2022	3/14/2022	142-497-031-18	Gas & Electric - 25 Journal Square	\$4,547.24	\$0.00		\$4,547.24
PUBLIC SERVICE ELECTRIC & GAS	4/19/2022	3/22/2022	72-357-631-08	Gas & Electric - 292 MLK Dr - Floor 1	\$35.28	\$0.00		\$35.28
PUBLIC SERVICE ELECTRIC & GAS	4/19/2022	3/22/2022	72-357-632-05	Gas & Electric - 292 MLK Dr - Floor 2	\$33.42	\$0.00		\$33.42
PUBLIC SERVICE ELECTRIC & GAS	4/19/2022	3/21/2022	72-357-633-02	Gas & Electric - 292 MLK Dr - HSE	\$65.84	\$0.00		\$65.84
PUBLIC SERVICE ELECTRIC & GAS	4/19/2022	3/18/2022	72-729-965-01	Gas & Electric - 665 Ocean Avenue - HSE	\$101.44	\$0.00		\$101.44
PUBLIC SERVICE ELECTRIC & GAS	4/19/2022	3/22/2022	72-729-971-09	Gas & Electric - 665 Ocean Avenue - Apt. 2A	\$128.72	\$0.00		\$128.72
PUBLIC SERVICE ELECTRIC & GAS	4/19/2022	3/22/2022	72-729-972-06	Gas & Electric - 665 Ocean Avenue - Apt. 2B	\$77.45	\$0.00		\$77.45
PUBLIC SERVICE ELECTRIC & GAS	4/19/2022	3/22/2022	72-729-973-03	Gas & Electric - 665 Ocean Avenue - Apt. 2C	\$53.18	\$0.00		\$53.18
PUBLIC SERVICE ELECTRIC & GAS	4/19/2022	3/22/2022	72-729-974-00	Gas & Electric - 665 Ocean Avenue - Apt. 2D	\$61.93	\$0.00		\$61.93
PUBLIC SERVICE ELECTRIC & GAS	4/19/2022	3/22/2022	72-729-975-08	Gas & Electric - 665 Ocean Avenue - Apt. 3A	\$56.06	\$0.00		\$56.06
PUBLIC SERVICE ELECTRIC & GAS	4/19/2022	3/22/2022	72-729-976-05	Gas & Electric - 665 Ocean Avenue - Apt. 3B	\$48.65	\$0.00		\$48.65
PUBLIC SERVICE ELECTRIC & GAS	4/19/2022	3/22/2022	72-729-977-02	Gas & Electric - 665 Ocean Avenue - Apt. 3C	\$49.15	\$0.00		\$49.15
PUBLIC SERVICE ELECTRIC & GAS	4/19/2022	3/18/2022	72-729-978-18	Gas & Electric - 665 Ocean Avenue - Apt. 3D	\$37.14	\$0.00		\$37.14
PUBLIC SERVICE ELECTRIC & GAS	4/19/2022	72-729-979-07		Gas & Electric - 665 Ocean Avenue - Office A	\$83.07	\$0.00		\$83.07
PUBLIC SERVICE ELECTRIC & GAS	4/19/2022	75-202-754-18		Gas & Electric - 1 Berry Ln Flid HSE 2	\$356.62	\$0.00		\$356.62

# Jersey City Redevelopment Agency

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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
PUBLIC SERVICE ELECTRIC & GAS	4/19/2022	3/22/2022	75-481-965-04	Gas & Electric - 51 Crescent Avenue - Fl 1	\$18.11	\$0.00		\$18.11
PUBLIC SERVICE ELECTRIC & GAS	4/19/2022	3/22/2022	75-491-378-03	Gas & Electric - 51 Crescent Avenue - Fl 2	\$19.42	\$0.00		\$19.42
				Totals for PUBLIC SERVICE ELECTRIC & GAS: 17 invoice(s) listed.	\$3,772.72	\$0.00		\$3,772.72
<b>Rajeshkumar Patel</b>								
Rajeshkumar Patel	4/19/2022	4/14/2022	Return of Deposit	Return of Condemnation Deposit - 454 Palis	\$675,000.00	\$0.00		\$675,000.00
				Totals for Rajeshkumar Patel: 1 invoice(s) listed.	\$675,000.00	\$0.00		\$675,000.00
<b>READY REFRESH</b>								
READY REFRESH	4/19/2022	4/8/2022	March - April	H/C Water dispenser	\$159.80	\$0.00		\$159.80
				Totals for READY REFRESH: 1 invoice(s) listed.	\$159.80	\$0.00		\$159.80
<b>Ruben Dalana</b>								
Ruben Dalana	4/19/2022	4/12/2022	101 Bidwell Avenue	Refund of Escrow on Deposit	\$2,107.71	\$0.00		\$2,107.71
				Totals for Ruben Dalana: 1 invoice(s) listed.	\$2,107.71	\$0.00		\$2,107.71
<b>Silagy Contracting, LLC.</b>								
Silagy Contracting, LLC.	4/19/2022	2/28/2022	12494	Snow Plow & Salt Services - Various Location	\$2,740.00	\$0.00		\$2,740.00
Silagy Contracting, LLC.	4/19/2022	3/1/2022	12500-1	Lawn Maintenance & Trash Removal - 185 Dw	\$170.00	\$0.00		\$170.00
Silagy Contracting, LLC.	4/19/2022	3/1/2022	12500-10	Lawn Maintenance & Trash Removal - 665 Oc	\$240.00	\$0.00		\$240.00
Silagy Contracting, LLC.	4/19/2022	3/1/2022	12500-11	Lawn Maintenance & Trash Removal - 51 Cr	\$180.00	\$0.00		\$180.00
Silagy Contracting, LLC.	4/19/2022	3/1/2022	12500-12	Lawn Maintenance & Trash Removal - Manil	\$350.00	\$0.00		\$350.00
Silagy Contracting, LLC.	4/19/2022	3/1/2022	12500-13	Lawn Maintenance & Trash Removal - 550 J	\$760.00	\$0.00		\$760.00
Silagy Contracting, LLC.	4/19/2022	3/1/2022	12500-14	Lawn Maintenance & Trash Removal - 84 Sip	\$200.00	\$0.00		\$200.00
Silagy Contracting, LLC.	4/19/2022	3/1/2022	12500-15	Lawn Maintenance & Trash Removal - 80 Ba	\$360.00	\$0.00		\$360.00
Silagy Contracting, LLC.	4/19/2022	3/1/2022	12500-16	Lawn Maintenance & Trash Removal - 174-1	\$650.00	\$0.00		\$650.00
Silagy Contracting, LLC.	4/19/2022	3/1/2022	12500-18	Lawn Maintenance & Trash Removal - 336-3	\$480.00	\$0.00		\$480.00
Silagy Contracting, LLC.	4/19/2022	3/1/2022	12500-2	Lawn Maintenance & Trash Removal - 204 St	\$270.00	\$0.00		\$270.00
Silagy Contracting, LLC.	4/19/2022	3/1/2022	12500-22	Lawn Maintenance & Trash Removal - 558 C	\$280.00	\$0.00		\$280.00
Silagy Contracting, LLC.	4/19/2022	3/1/2022	12500-23	Lawn Maintenance & Trash Removal - 612-6	\$490.00	\$0.00		\$490.00
Silagy Contracting, LLC.	4/19/2022	3/1/2022	12500-3	Lawn Maintenance & Trash Removal - 284 MI	\$320.00	\$0.00		\$320.00
Silagy Contracting, LLC.	4/19/2022	3/1/2022	12500-7	Lawn Maintenance & Trash Removal - 408-4	\$340.00	\$0.00		\$340.00
Silagy Contracting, LLC.	4/19/2022	3/31/2022	12570	Lawn Maintenance & Trash Removal - 199 Wc	\$190.00	\$0.00		\$190.00
Silagy Contracting, LLC.	4/19/2022	3/31/2022	12571-1	Salting & Snow Removal Services/De-Icing	\$1,560.00	\$0.00		\$1,560.00
Silagy Contracting, LLC.	4/19/2022	3/31/2022	12571-10	Lawn Maintenance & Trash Removal - 185 Dw	\$170.00	\$0.00		\$170.00
Silagy Contracting, LLC.	4/19/2022	3/31/2022	12571-11	Lawn Maintenance & Trash Removal - 665 Oc	\$240.00	\$0.00		\$240.00
Silagy Contracting, LLC.	4/19/2022	3/31/2022	12571-11	Lawn Maintenance & Trash Removal - 51 Cr	\$180.00	\$0.00		\$180.00
Silagy Contracting, LLC.	4/19/2022	3/31/2022	12571-12	Lawn Maintenance & Trash Removal - Manil	\$350.00	\$0.00		\$350.00

# Jersey City Redevelopment Agency Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Silagy Contracting, LLC.	4/19/2022	3/31/2022	12571-13	Lawn Maintenance & Trash Removal - 550 J	\$760.00	\$0.00		\$760.00
Silagy Contracting, LLC.	4/19/2022	3/31/2022	12571-14	Lawn Maintenance & Trash Removal - 84 Sip	\$200.00	\$0.00		\$200.00
Silagy Contracting, LLC.	4/19/2022	3/31/2022	12571-15	Lawn Maintenance & Trash Removal - 80 Ba	\$360.00	\$0.00		\$360.00
Silagy Contracting, LLC.	4/19/2022	3/31/2022	12571-16	Lawn Maintenance & Trash Removal - 174-1	\$650.00	\$0.00		\$650.00
Silagy Contracting, LLC.	4/19/2022	3/31/2022	12571-18	Lawn Maintenance & Trash Removal - 336-3	\$480.00	\$0.00		\$480.00
Silagy Contracting, LLC.	4/19/2022	3/31/2022	12571-2	Lawn Maintenance & Trash Removal - 204 St	\$270.00	\$0.00		\$270.00
Silagy Contracting, LLC.	4/19/2022	3/31/2022	12571-22	Lawn Maintenance & Trash Removal - 558 C	\$280.00	\$0.00		\$280.00
Silagy Contracting, LLC.	4/19/2022	3/31/2022	12571-23	Lawn Maintenance & Trash Removal - 612-6	\$490.00	\$0.00		\$490.00
Silagy Contracting, LLC.	4/19/2022	3/31/2022	12571-3	Lawn Maintenance & Trash Removal - 284 MI	\$320.00	\$0.00		\$320.00
Silagy Contracting, LLC.	4/19/2022	3/31/2022	12571-7	Lawn Maintenance & Trash Removal - 408-4	\$340.00	\$0.00		\$340.00
Silagy Contracting, LLC.	4/19/2022	3/31/2022	12571-8	Lawn Maintenance & Trash Removal - 199 Wc	\$190.00	\$0.00		\$190.00
Silagy Contracting, LLC.	4/19/2022	3/1/2022	12500-19	Lawn Maintenance & Trash Removal - 1054 C	\$200.00	\$0.00		\$200.00
Silagy Contracting, LLC.	4/19/2022	3/1/2022	12500-20	Lawn Maintenance & Trash Removal - John	\$760.00	\$0.00		\$760.00
Silagy Contracting, LLC.	4/19/2022	3/1/2022	12500-4	Lawn Maintenance & Trash Removal - 292 MI	\$360.00	\$0.00		\$360.00
Silagy Contracting, LLC.	4/19/2022	3/1/2022	12500-5	Lawn Maintenance & Trash Removal - 314 MI	\$320.00	\$0.00		\$320.00
Silagy Contracting, LLC.	4/19/2022	3/1/2022	12500-6	Lawn Maintenance & Trash Removal - 326-3	\$480.00	\$0.00		\$480.00
Silagy Contracting, LLC.	4/19/2022	3/1/2022	12500-9	Lawn Maintenance & Trash Removal - 405-4	\$170.00	\$0.00		\$170.00
Silagy Contracting, LLC.	4/19/2022	3/31/2022	12571-19	Lawn Maintenance & Trash Removal - 1054 C	\$200.00	\$0.00		\$200.00
Silagy Contracting, LLC.	4/19/2022	3/31/2022	12571-20	Lawn Maintenance & Trash Removal - John	\$760.00	\$0.00		\$760.00
Silagy Contracting, LLC.	4/19/2022	3/31/2022	12571-4	Lawn Maintenance & Trash Removal - 292 MI	\$360.00	\$0.00		\$360.00
Silagy Contracting, LLC.	4/19/2022	3/31/2022	12571-5	Lawn Maintenance & Trash Removal - 314 MI	\$320.00	\$0.00		\$320.00
Silagy Contracting, LLC.	4/19/2022	3/31/2022	12571-6	Lawn Maintenance & Trash Removal - 326-3	\$480.00	\$0.00		\$480.00
Silagy Contracting, LLC.	4/19/2022	3/31/2022	12571-9	Lawn Maintenance & Trash Removal - 405-4	\$170.00	\$0.00		\$170.00
Totals for Silagy Contracting, LLC.: 44 Invoice(s) listed.					\$19,440.00	\$0.00		\$19,440.00
<b>STAPLES CREDIT PLAN</b>								
STAPLES CREDIT PLAN	4/19/2022	3/4/2022	6011 1000 6095 467	Office Supplies	\$3,873.32	\$0.00		\$3,873.32
Totals for STAPLES CREDIT PLAN: 1 Invoice(s) listed.					\$3,873.32	\$0.00		\$3,873.32
<b>Sylvia Henry</b>								
Sylvia Henry	4/19/2022	3/4/2022	106859	Eye Exam - Reimbursement	\$100.00	\$0.00		\$100.00
Sylvia Henry	4/19/2022	3/4/2022	1090915	Reimbursement - Lens Crafters/Eyewear	\$100.00	\$0.00		\$100.00
Totals for Sylvia Henry: 2 Invoice(s) listed.					\$200.00	\$0.00		\$200.00
<b>TOSHIBA FINANCIAL SERVICES</b>								
TOSHIBA FINANCIAL SERVICES	4/19/2022	3/15/2022	April 2022	Payment for Copier Lease	\$1,381.99	\$0.00		\$1,381.99
Totals for TOSHIBA FINANCIAL SERVICES: 1 Invoice(s) listed.					\$1,381.99	\$0.00		\$1,381.99



# 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>UNITED WAY OF HUDSON COUNTY</b> UNITED WAY OF HUDSON COUNT	4/19/2022	3/15/2022	March 2022	Case/Property Mngt Services at 665 Ocean A Totals for UNITED WAY OF HUDSON COUNTY: 1 invoice(s) listed.	\$4,791.67 \$4,791.67	\$0.00 \$0.00		\$4,791.67 \$4,791.67
<b>VERIZON</b> VERIZON	4/19/2022	3/15/2022	9900319716	Agency Cell Phone Bill -January 2022 Totals for VERIZON: 1 invoice(s) listed.	\$368.46 \$368.46	\$0.00 \$0.00		\$368.46 \$368.46
<b>VICTORIA BONNERS</b> VICTORIA BONNERS	4/19/2022	3/10/2022	3180	Dental- Reimbursement Totals for VICTORIA BONNERS: 1 invoice(s) listed.	\$733.00 \$733.00	\$0.00 \$0.00		\$733.00 \$733.00
<b>W. B. MASON CO., INC.</b> W. B. MASON CO., INC.	4/19/2022	4/1/2022	Various	Office Supplies Totals for W. B. MASON CO., INC.: 1 invoice(s) listed.	\$1,289.23 \$1,289.23	\$0.00 \$0.00		\$1,289.23 \$1,289.23
<b>Washington Commons Condominium</b> Washington Commons Condominium Washington Commons Condominium Washington Commons Condominium Washington Commons Condominium	4/19/2022 4/19/2022 4/19/2022 4/19/2022 4/19/2022	4/1/2022 4/1/2022 4/1/2022 4/1/2022 4/1/2022	098-0093-1561 098-0093-1574 098-0093-1587 098-0093-1590 098-0093-1626	Monthly Maintenance Fee #2A Monthly Maintenance Fee #2B Monthly Maintenance Fee #2C Monthly Maintenance Fee #2D Monthly Maintenance Fee #2G Totals for Washington Commons Condominium: 5 invoice(s) listed.	\$840.26 \$950.28 \$871.97 \$906.39 \$888.83 \$4,457.73	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00		\$840.26 \$950.28 \$871.97 \$906.39 \$888.83 \$4,457.73
<b>Wielkotz &amp; Company, LLC.</b> Wielkotz & Company, LLC.	4/19/2022	3/31/2022	22-00085-02235	CFO Accounting Services Rendered Totals for Wielkotz & Company, LLC.: 1 invoice(s) listed.	\$7,500.00 \$7,500.00	\$0.00 \$0.00		\$7,500.00 \$7,500.00
<b>WORKZONE, LLC</b> WORKZONE, LLC	4/19/2022	4/6/2022	54904	License and Hosting Fee - 4/24/22 - 7/23/22 Totals for WORKZONE, LLC: 1 invoice(s) listed.	\$900.00 \$900.00	\$0.00 \$0.00		\$900.00 \$900.00
<b>EROX CORPORATION</b>								

# Jersey City Redevelopment Agency Cash Requirements Report

XEROX CORPORATION

4/19/2022 3/15/2022 April 2022

Meter Usage / Printer

Totals for XEROX CORPORATION;  
1 invoice(s) listed.

\$191.27	\$0.00	\$191.27
<u>\$191.27</u>	<u>\$0.00</u>	<u>\$191.27</u>

GRAND TOTALS: \$1,212,246.08

\$0.00

\$1,212,246.08

## 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 (4/19/2022)  
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

### 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	4/19/2022	3/28/2022	0301343	Engineering Services - Bayfront Redevelopment Totals for CME ASSOCIATES:	\$56,327.35 \$56,327.35	\$0.00 \$0.00		\$56,327.35 \$56,327.35
<b>FUSION CREATIVE</b> FUSION CREATIVE	4/19/2022	4/2/2022	3146	Bayfront Website & Signage Support Totals for FUSION CREATIVE:	\$3,875.00 \$3,875.00	\$0.00 \$0.00		\$3,875.00 \$3,875.00
<b>JOSEPH M. SANZARI, INC.</b> JOSEPH M. SANZARI, INC.	4/19/2022	4/4/2022	Payment # 10	Construction- Bayfront Redevelopment- Phas Totals for JOSEPH M. SANZARI, INC.:	\$186,833.79 \$186,833.79	\$0.00 \$0.00		\$186,833.79 \$186,833.79
<b>MCMANIMON, SCOTLAND &amp; BAUMANN, LLC</b> MCMANIMON, SCOTLAND & BAU MCMANIMON, SCOTLAND & BAU	4/19/2022 4/19/2022 4/19/2022	3/16/2022 2/17/2022	188949 188351	Legal Services - Bayfront/Honeywell Legal Services - Bayfront/Honeywell Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:	\$4,550.00 \$11,340.00 \$15,890.00	\$0.00 \$0.00 \$0.00		\$4,550.00 \$11,340.00 \$15,890.00
<b>NW FINANCIAL GROUP, LLC</b> NW FINANCIAL GROUP, LLC NW FINANCIAL GROUP, LLC	4/19/2022 4/19/2022	1/3/2022 3/25/2022	28750 28940	Financial Advisory - Bayfront Redevelopment Financial Advisory - Bayfront Redevelopment Totals for NW FINANCIAL GROUP, LLC:	\$1,667.50 \$3,162.50 \$4,830.00	\$0.00 \$0.00 \$0.00		\$1,667.50 \$3,162.50 \$4,830.00
<b>POTOMAC-HUDSON ENVIRONMENTAL I</b> POTOMAC-HUDSON ENVIRONMEN	4/19/2022	3/7/2022	22,627.24	Environmental Services - Bayfront Totals for POTOMAC-HUDSON ENVIRONMENTAL I:	\$7,337.50 \$7,337.50	\$0.00 \$0.00		\$7,337.50 \$7,337.50
<b>SWA/Balsley Landscape Architects</b> SWA/Balsley Landscape Architects	4/19/2022	3/17/2022	1171	Professional Landscape/Architectural Svcs - B Totals for SWA/Balsley Landscape Architects:	\$9,215.00 \$9,215.00	\$0.00 \$0.00		\$9,215.00 \$9,215.00
<b>Wielkotz &amp; Company, LLC.</b> Wielkotz & Company, LLC.	4/19/2022	4/4/2022	22-00085-02246	CFO Accounting Services Rendered - Bayfr Totals for Wielkotz & Company, LLC.:	\$1,600.00 \$1,600.00	\$0.00 \$0.00		\$1,600.00 \$1,600.00
<b>GRAND TOTALS:</b>					<b>\$285,908.64</b>	<b>\$0.00</b>		<b>\$285,908.64</b>

**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 (4/17/2022 to 4/23/2022)  
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

### PATHSIDE - PROVIDENT BANK CHECKING

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
BUREA BAILLET	4/19/2022	2/28/2022	BBA-21-02	Review and Modification of the French Trans	\$351.21	\$0.00		\$351.21
BUREA BAILLET				Totals for BUREA BAILLET:	<u>\$351.21</u>	<u>\$0.00</u>		<u>\$351.21</u>
				GRAND TOTALS:	\$351.21	\$0.00		\$351.21

# 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 (4/17/2022 to 4/23/2022)  
Include all Post Statutes  
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

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Rajeshkumar Patel	4/19/2022	4/14/2022	Return of Deposit	Return of Condemnation Deposit - 454 Palis	\$675,000.00	\$0.00		\$675,000.00
Rajeshkumar Patel				Totals for Rajeshkumar Patel: 1 invoice(s) listed.	\$675,000.00	\$0.00		\$675,000.00
GRAND TOTALS:					\$675,000.00	\$0.00		\$675,000.00



## Jersey City Redevelopment Agency Cash Requirements Report

Report name: Invoice Due Today  
Show invoices open as of today  
Do not include invoices scheduled to be generated  
Calculate discounts as of today  
Include all invoice dates  
Include all post dates  
Include these due dates: Next week (4/17/2022 to 4/23/2022)  
Include all Post Statuses  
Include all Invoices  
Include these Vendors: Rajeshkumar Patel  
Include these Banks: Provident Checking  
Include all Invoice Attributes  
Include all Vendor Attributes

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE ISSUANCE OF A PROJECT NOTE IN CONNECTION WITH THE PATHSIDE REDEVELOPMENT PROJECT, LOCATED AT BLOCK 9501, LOT 22, COMMONLY KNOWN AS 25 PATHSIDE A/K/A 84 SIP AVENUE, AND DETERMINING CERTAIN OTHER MATTERS RELATED THERETO, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA**

**WHEREAS**, pursuant to the Local Redevelopment and Housing Law, constituting Chapter 79 of the Pamphlet Laws of the State of New Jersey of 1992, as amended and supplemented (the "**Redevelopment Law**"), the Jersey City Redevelopment Agency (the "**Agency**") has heretofore been created by the City of Jersey City (the "**City**"), and is a public body politic and corporate of the State of New Jersey (the "**State**"), organized and existing under the Redevelopment Law, and the designated redevelopment entity for, among other redevelopment areas, the Journal Square 2060 Redevelopment Area; and

**WHEREAS**, the City desired to aid and assist the Agency with the acquisition, operation, maintenance, management, financing, construction and/or improvement of the Journal Square 2060 Redevelopment Area in accordance with the Journal Square 2060 Redevelopment Plan, adopted by the City on August 25, 2010, as subsequently amended; and

**WHEREAS**, pursuant to that certain resolution of the Agency, adopted on November 21, 2017 and entitled "Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency Authorizing the Issuance of Revenue Bonds, Series 2017 (Tax-Exempt) (Pathside Redevelopment Project) (City Guaranteed), for the Acquisition of Block 9501, Lot 22 (25 Pathside), the Execution of a Trust Indenture to Secure the Bonds, and Determining Other Matters Related Thereto" (the "**Original Bond Resolution**") and that certain Indenture of Trust, dated as of May 1, 2018 (the "**Original Indenture**"), by and between the Agency and U.S. Bank Trust Company, National Association (f/k/a U.S. Bank National Association) (the "**Trustee**"), the Agency is authorized to issue revenue bonds and/or project notes in an amount not to exceed \$10,000,000 (the "**Pathside Bonds**"); and

**WHEREAS**, in furtherance of the above, the City and the Agency entered into that Subsidy Agreement, dated as of May 1, 2018 (the "**Pathside Subsidy Agreement**"), pursuant to which the City agreed to fund any shortfall in the Agency's ability to pay the debt service on the Pathside Bonds, up to an amount of \$10,000,000; and

**WHEREAS**, on May 31, 2018, under the Original Bond Resolution and Original Indenture, the Agency issued its \$10,000,000 Project Note (Series 2018) (Pathside Redevelopment Project) (City Guaranteed) (Tax-Exempt) (the "**2018 Note**"); and

**WHEREAS**, the Agency used the proceeds of the 2018 Note to finance: (i) the acquisition and improvement/maintenance of an approximately 58,000 square foot building (the "**Facility**") in the City for the purpose of developing a regional museum; (ii) costs associated with a museum development consultant (the "**Museum Development Consultant**"); (iii)

capitalized interest on the 2018 Note; and (iv) certain costs incurred by the Agency and the City in connection with the authorization, issuance and delivery of the 2018 Note; and

**WHEREAS**, on May 29, 2019, under the Original Bond Resolution, as amended and supplemented by a resolution adopted by the Agency on May 21, 2019 and the Original Indenture, as amended by that First Supplemental Indenture, dated as of May 1, 2019, by and between the Agency and the Trustee, the Agency issued its \$10,000,000 Project Note (Series 2019) (Pathside Redevelopment Project) (City Guaranteed) (Federally Taxable) (the "**2019 Note**") for the purposes of: (i) currently refunding, at or prior to its maturity, the 2018 Note; and (ii) paying the costs of issuance of the 2019 Note; and

**WHEREAS**, on May 27, 2020, under the Original Bond Resolution, as amended and supplemented by a resolution adopted by the Agency on April 21, 2020 and the Original Indenture, as amended by that Second Supplemental Indenture, dated as of May 1, 2020, by and between the Agency and the Trustee, the Agency issued its \$10,000,000 Project Note (Series 2020) (Pathside Redevelopment Project) (City Guaranteed) (Federally Taxable) (the "**2020 Note**") for the purposes of: (i) currently refunding, at or prior to its maturity, the 2019 Note; and (ii) paying the costs of issuance of the 2020 Note; and

**WHEREAS**, on May 26, 2021, under the Original Bond Resolution, as amended and supplemented by a resolution adopted by the Agency on April 20, 2021 and the Original Indenture, as amended by that Third Supplemental Indenture, dated as of May 1, 2021, by and between the Agency and the Trustee, the Agency issued its \$10,000,000 Project Note (Series 2021) (Pathside Redevelopment Project) (City Guaranteed) (Federally Taxable) (the "**2021 Note**") for the purposes of: (i) currently refunding, at or prior to its maturity, the 2020 Note; and (ii) paying the costs of issuance of the 2021 Note; and

**WHEREAS**, the 2021 Note matures on May 26, 2022; and

**WHEREAS**, the Agency now desires to authorize the issuance of a supplemental project note (the "**2022 Note**") for the purposes of: (i) currently refunding, at or prior to its maturity, along with other funds available to the Agency, the 2021 Note; and (ii) paying the costs of issuance of the 2022 Note; and

**WHEREAS**, in connection with the issuance of the 2022 Note, the Agency desires to authorize the execution of a supplemental indenture (the "**Supplemental Indenture**"), along with other agreements, documents, certificates, opinions and other instruments, including but not limited to a note purchase contract and continuing disclosure agreement (if applicable), as are deemed necessary and appropriate in connection with the issuance of the 2022 Note; and

**WHEREAS**, toward those ends, the Agency desires to adopt this resolution to further supplement the Original Bond Resolution,

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

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

**Section 2.** Capitalized terms used but not defined herein shall have the meaning set forth in the Original Indenture.

**Section 3.** The terms and conditions with respect to the 2022 Note, shall be as substantially set forth in the Supplemental Indenture on file with the Executive Director of the Agency, together with such changes, insertions and modifications as approved by the Authorized Agency Representative, in consultation with the Agency's counsel and bond counsel, as are hereby approved and made a part of this resolution.

**Section 4.** The Authorized Agency Representative or a duly appointed Agency designee is hereby authorized to prepare and release a preliminary official statement, an official statement, and to execute such other agreements, documents, certificates, opinions and other instruments, including but not limited to the Supplemental Indenture, note purchase contract, continuing disclosure agreement (if applicable), as are deemed necessary and appropriate in connection with the issuance of the 2022 Note.

**Section 5.** This resolution shall take effect immediately and the Secretary of the Agency shall cause a copy to be filed for public inspection in the offices of the Agency and the Clerk of the City.

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of April 19, 2022.**

*D. Jeffrey* *car*  
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	✓			

**Regular Meeting**  
**April 19, 2022**

**A G E N D A**

**Scatter Site Redevelopment Area** – The Jersey City Redevelopment Agency (the “Agency”) and Rajeshkumar M. Patel (the “Redeveloper”) executed that certain Redevelopment Agreement dated October 19, 2020 and recorded with the Hudson County Register’s office on October 23, 2020 for property located at Block 3002, Lot 13 a/k/a 454 Palisade Avenue (the “Property”) within the Scatter Site Redevelopment Area. Pursuant to Sections 2.6 and 3.1(c) of the Redevelopment Agreement, on March 28, 2022, the Agency received from the Redeveloper a termination notice and a request for the return of funds on deposit with the Agency after payment of all outstanding costs. The Agency acknowledges receipt of said notice and, accordingly, the Redevelopment Agreement and Redeveloper’s designation as redeveloper of the Property are terminated. The Agency will initiate close out procedures and will execute any and all documents necessary to discharge the Redevelopment Agreement.

**Robert G. Napiorski**