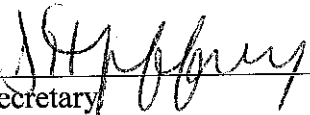


**RESOLUTION OF THE BOARD OF  
COMMISSIONERS OF THE JERSEY CITY  
REDEVELOPMENT AGENCY APPROVING THE  
MINUTES OF THE REGULAR REMOTE PUBLIC  
MEETING OF OCTOBER 18, 2022**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Regular Remote Public Meetings for their review and approval.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that these Minutes be approved as presented.

  
Secretary

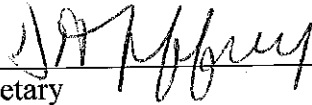
Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated November 22, 2022

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

**RESOLUTION OF THE BOARD OF  
COMMISSIONERS OF THE JERSEY CITY  
REDEVELOPMENT AGENCY APPROVING THE  
MINUTES OF THE SPECIAL REMOTE PUBLIC  
MEETING NOVEMBER 3, 2022**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Special 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 November 22, 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	✓			

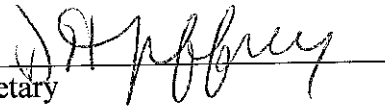
**RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING THE MINUTES OF EXECUTIVE  
SESSIONS OF THE REMOTE PUBLIC MEETINGS OF  
OCTOBER 18, 2022**

**WHEREAS**, the Board of Commissioners approved going into closed session at their meetings of October 18, 2022; and

**WHEREAS**, the following issues were discussed: 1) litigation,  
2) contract negotiations  
3) and personnel

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that the minutes of the Executive Session of the Regular Meetings be approved as presented.

Secretary



Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their meeting dated November 22, 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  
EXECUTION OF A GRANT AGREEMENT WITH THE STATE OF NEW  
JERSEY BOARD OF PUBLIC UTILITIES AND THE ACCEPTANCE OF  
GRANT FUNDS FOR THE PURCHASE OF EV CHARGING STATIONS  
CITYWIDE WITHIN ALL REDEVELOPMENT AREAS**

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

**WHEREAS**, the City and the Agency have embarked upon an effort to promote energy efficiency within all Redevelopment Areas; and

**WHEREAS**, the Agency is looking to install Electronic Vehicle Charging Stations throughout the City and in new and existing redevelopment projects within all Redevelopment Areas; and

**WHEREAS**, the Agency has determined to purchase Electronic Vehicle Charging Stations and help offset/minimize developer costs by providing assistance through the grant received in the amount of \$39,000.00; and

**WHEREAS**, recognizing the environmental impact the Electronic Vehicle Charging Stations will provide to the City, the Agency has determined to aid and cooperate in the offsetting redeveloper costs for the purchase of said products; and

**WHEREAS**, the State of New Jersey Board of Public Utilities has awarded the Agency a grant in the amount of \$39,000.00 (“**Grant Funds**”) to help fund costs incurred in connection with the purchase of Electronic Vehicle Charging Stations; and

**WHEREAS**, the State of New Jersey Board of Public Utilities requires that the Agency execute a Grant Agreement (the “**Agreement**”), on file with the Agency, which provides for how the Agency may use the Grant Funds and the terms of payment of said funds, which funds may be utilized by the Agency through May 31, 2023; and

**WHEREAS** the Agency desires to execute the Agreement and accept the Grant Funds under the terms and conditions set forth in the Agreement,

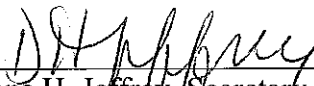
**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency as follows:

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

**Section 2.** The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to enter into and execute the Grant Agreement with the Arts Council 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, and accept all grant funds due to the Agency in accordance with the Grant Agreement.

**Section 3.** This Resolution shall take effect immediately.

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting on November 22, 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	✓			

**STATE OF NEW JERSEY GRANT AGREEMENT BETWEEN**

**THE BOARD OF PUBLIC UTILITIES**

**AND** JERSEY CITY REDEVELOPMENT AGENCY **(GRANTEE)**

**GRANT NUMBER** 22MUD006

**GENERAL**

- I. Grant Agreement Data
- II. Compliance with Existing Laws
- III. Bonding and Insurance
- IV. Indemnification
- V. Assignability
- VI. Availability of Funds

**PRE-AWARD REQUIREMENTS**

- VII. Special Grant Conditions for "High Risk" Grantees

**POST-AWARD REQUIREMENTS**

- VIII. Financial Management System
- IX. Method of Payment
- X. Allowable Costs
- XI. Period of Availability of Funds
- XII. Matching and Cost Sharing
- XIII. Program Income
- XIV. Audit Requirements
- XV. Budget Revision and Modification
- XVI. Property Management Standards
- XVII. Procurement Standards
- XVIII. Monitoring of Program Performance
- XIX. Financial and Performance Reporting
- XX. Access to Records
- XXI. Record Retention
- XXII. Enforcement
- XXIII. Termination and Suspension

**AFTER-THE-GRANT REQUIREMENTS**

- XXIV. Grant Closeout Procedures

**ATTACHMENTS**

- A. Additional Grant Provisions
- B. Approved Budget
- C. Comparison of Actual to Budget Expenditures
- D. Program Specifications

**I. Grant Agreement Data**

## STATE OF NEW JERSEY BOARD OF

## PUBLIC UTILITIES

## GRANT AGREEMENT

1. Date Issued 08/15/2022
2. Supersedes Award Notice Dated

3a. Grant Award No. 22MUD006
3b. DUNS No. N/A

4. Title of Grant Award Clean Energy Multi-Unit Dwelling Grant

5a. Department, Division Name/Address

5b. Grantee Financial Officer Name and Title

5c. Grantee CFO Phone No.

6. Grant Period (Mo./Day/Yr.)

From 06/01/22

Through 05/31/23

5d. Grantee

Name JERSEY CITY REDEVELOPMENT AGENCY

Street

State

Zip Code

7. Vendor I.D. No.

V00066195

## 8. Source of Funds

FISCAL YEAR	ACCOUNT NUMBER	CFDA #	AMOUNT
2022	100-082-2008-009-6140	N/A	39,000.00

## 9. Award Computation for Grant

a. Amount of Financial Assistance \$ 39,000.00

b. Less Unobligated Balance from Prior Budget Periods

c. Less Cumulative Prior Award(s) this Budget Period

d. AMOUNT of this ACTION \$ 39,000.00

10a. Nature or purpose of program to be funded. Clean Energy Multi-Unit Dwelling Grant

10b. This Grant is subject to the terms and conditions incorporated either directly or by reference in the following:

Attachment A - Additional Grant Provisions

Attachment B - Approved Budget

Attachment C - Grant Reporting Schedule

Attachment D - Program Specifications

The Grantee's Terms and Conditions for Administration of Grants is referenced in this grant.

Acceptance of the grant terms and conditions is acknowledged by the grantee by:

(1) Returning a copy of this Grant Agreement with Section I(12) properly completed; or

(2) Accepting funds from the State Grant or Agency. This method of acceptance is valid if a grant application signed by an officer of the Grantee is on file at the State Grantor Agency.

11. Remarks (Other Terms &amp; Conditions attached)

Yes ☐No ☒

12. Department and Grantee Agreement Signatures

If this grant, including all attachments annexed hereto, correctly sets forth your understanding of the terms of the agreement, please indicate your organization's concurrence with such terms by having the enclosed copy of this grant signed by an appropriate officer of your organization and returned to the Department.

ACCEPTED AND AGREE:

COUNTERSIGNED:

(Grantee/Organization)

(Department, Division)

By

By

Kelly Mooij

Title

Title Director

I attest that sufficient funds have been appropriated by State Legislature to cover the current state fiscal portion of the grant.

Jeannine DeHart

APPROVED FOR FORM

DEPARTMENT GRANT APPROVAL OFFICER

BPU President, Joseph Fiordaliso or Authorized Delegate

**I. Grant Agreement Data (See Attached)****II. Compliance with Existing Laws**

- A. The Grantee, in order to permit the board to award this grant, agrees to comply with all Federal, State and municipal laws, rules, and regulations generally applicable to the activities in which the Grantee is engaged in the performance of this grant.
- B. These laws and regulations include, but are not limited to the following:
  - 1. **Federal Office of Management and Budget (OMB) documents:**  
2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super Circular)
  - 2. **New Jersey Department of the Treasury, Office of Management and Budget documents:**
    - a) Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid:  
[https://www.nj.gov/infobank/circular/cir1508\\_omb.pdf](https://www.nj.gov/infobank/circular/cir1508_omb.pdf)
    - b) State Grant Compliance Supplement:  
<https://www.state.nj.us/treasury/omb/stategrant.shtml>
  - 3. **State Affirmative Action Legal Citations:**  
The Grantee agrees to require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A 10:5, et. al., and P.L. 1975, c.127 and all implementing regulations.

Failure to comply with the laws, rules and regulations shall be grounds for termination of this grant.

**III. Bonding and Insurance**

Bonding and insurance of the type described in Attachment A, Part VII, shall be provided by the Grantee and proof of bonding and insurance must be retained on file by the Grantee.

**IV. Indemnification**

The Grantee shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services that results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.



**V. Assignability**

The Grantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of the Board.

**VI. Availability of Funds**

The Recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the availability to the Board of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Board to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the Agreement by the Board or an event of default under the Agreement and the Board shall not be held liable for any breach of the Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Board beyond the duration of the award period set forth in the Grant/Loan Agreement and in no event shall the Agreement be construed as a commitment by the Board to expend funds beyond the termination date set in the Grant/Loan Agreement.

**VII. Special Grant Conditions For "High Risk" Grantees**

A. A Grantee may be considered "high risk" if the Board determines that a Grantee:

1. Has a history of unsatisfactory performance.
2. Is not financially stable.
3. Has a financial management system which does not meet the standards set forth in Section VIII.
4. Has not conformed to terms and conditions of previous awards.
5. Is otherwise not responsible; and the Board determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.

B. Special conditions or restrictions may include:

1. Payment on a reimbursement basis.
2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
3. Requiring additional, more detailed financial reports.
4. Additional project monitoring.
5. Requiring the Grantee to obtain technical or management assistance.
6. Establishing additional prior approvals.

- C. If a Board decides to impose such conditions, the Board official will notify the Grantee as soon as possible, in writing, of:
  - 1. The nature of the special conditions/restrictions.
  - 2. The reason(s) for imposing the special conditions.
  - 3. The corrective actions that must be taken before the special conditions will be removed by the Board and the time allowed for completing the corrective actions.
  - 4. The method of requesting reconsideration of the conditions/restrictions imposed.

### **VIII. Financial Management System**

- A. The Grantee shall be responsible for maintaining an adequate financial management system and will immediately notify the Board when the Grantee cannot comply with the requirements established in this Section of the grant.
- B. The Grantee's financial management system shall provide for:
  - 1. Financial Reporting:  
Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
  - 2. Accounting Records:  
Records that adequately identify the source and application of funds for Board supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
  - 3. Internal Control:  
Effective internal and accounting controls over all funds, property and other assets. The Grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
  - 4. Budget Control:  
Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by the Board.
  - 5. Allowable Cost:  
Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of Federal and State requirements.
  - 6. Source Documentation:  
Accounting records that are supported by source documentation.

**7. Cash Management:**

Procedures to minimize the time elapsing between the advance of funds from the Board and the disbursement by the Grantee, whenever funds are advanced by the Board.

- C. The Board may require the submission of a "Statement of Adequacy of the Accounting System," as provided in Attachment A, Section II of this grant agreement.
- D. Board may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Board determines that the Grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by the Board upon written notice to the Grantee, until such time as the system meets with Board approval.

**IX. Method of Payment**

A payment will be made to the Grantee in a manner determined by the Board (see Attachment A, Section V), upon receipt by the Board of a properly executed copy of this grant.

**X. Allowable Costs****A. Limitation on Use of Funds**

Grant funds must be used only for allowable costs.

**B. Applicable Cost Principles**

For each type of organization, there is a set of Federal principals for determining allowable costs. Allowable costs will be determined in accordance with applicable Federal cost principles specific to the organization incurring the costs (e.g. Federal Uniform Guidance-2 CFR Part 200, Subpart E) and State requirements.

**XI. Period of Availability of Funds**

Grantees may charge to the award only costs resulting from obligations of the funding period unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period.

**XII. Matching and Cost Sharing**

The Grantee shall be required to account to the satisfaction of the Board for matching and cost sharing requirements of the grant in accordance with Federal and State requirements.

**XIII. Program Income**

Program income shall be defined as gross income earned by the Grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.

- A. If a Grantee receives interest earned of \$250 or more in a fiscal year on advances of grant funds, see Attachment A, Section VIII (B).
- B. Unless the grant provides otherwise, the Grantee shall have no obligation to the Board with respect to royalties received as a result of copyrights or patents produced under the grant.

- C. All other program income earned during the grant period shall be retained by the Grantee and used in accordance with Attachment A, Section IV of this grant.

#### **XIV. Audit Requirements**

This grant is covered by the audit requirements of the Board of the Treasury Circular Letter 15-8-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

#### **XV. Budget Revision and Modification**

- A. This Section sets forth criteria and procedures to be followed by the Grantee in reporting deviations from the approved budget and in requesting approvals for budget revisions and modification. Revisions and modifications to this grant must be requested by the Grantee and approved by the Board in writing.
- B. Grantee shall request approval in writing, from the Board Grant Approval Officer designated in Attachment A, Section III when there is reason to believe a revision or modification will be necessary for the following reasons:
  - 1. Changes in the scope, objective, financial assistance, key personnel, timing of the project or program, or deviations from the approved budget.
  - 2. To provide financial assistance to a third party by sub-granting (if authorized by law) or by another means to obtain the services of a third party to perform activities which are central to the purpose of the award.
  - 3. The need for additional funding or to extend the period of availability of funds.
  - 4. Adjustments between cost categories and/or shifts of funding to direct cost categories that are not part of the approved budget.
  - 5. Revisions which involve the transfer of amounts budgeted for indirect costs to absorb increases in direct costs.  
 For the purpose of this grant, indirect costs are defined as those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited without effort disproportionate to the results achieved. Direct costs are defined as those which can be identified specifically with a particular cost objective. These costs may be charged directly to grants, contracts, or to other programs against which costs are finally lodged.
- C. The Board may also, at its option, establish policy to restrict transfers of funds among direct cost categories and must require Grantees to comply with applicable Federal and State requirements concerning prior approval for certain budget changes.
- D. When requesting approval for budget revisions, the Grantee shall clearly show the change in cost categories and may use the budget form provided in Attachment B of this grant.
- E. The Board may request changes in the scope of services of the Grantee to be performed hereunder. Such changes, which are mutually agreed upon by and between the Board and the Grantee must be incorporated in written amendments to this grant.

- F. If the Grantee is making program expenditures or providing grant services at a rate which, in the judgment of the Board, will result in substantial failure to expend the grant amount or provide grant services, the Board may so notify the Grantee. If, after consultation, the Grantee is unable to develop to the satisfaction of the Board a plan to rectify its low level of program expenditures or grant services, the Board may upon thirty (30) days notice to the Grantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Grantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by the Board subsequent to the awarding of the grant and the funds have already been received by the Grantee, the reduced amount will be remitted to the Board.
- G. If the revision requested will result in a change to the Grantee's approved project which requires Federal prior approval, the Board will obtain the Federal agency's approval before approving the Grantee's request.

#### **XVI. Property Management Standards**

Property furnished by the Board or acquired in whole or in part with Federal or Board funds or whose cost was charged to a project supported by Federal or Board funds shall be utilized and disposed of in a manner generally consistent with State and Federal requirements.

#### **XVII. Procurement Standards**

Procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with Federal and State requirements.

Adherence to the standards contained in the applicable Federal and State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to the Board, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

#### **XVIII. Monitoring of Program Performance**

- A. The Grantee must assure compliance with applicable Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable.
- B. The Grantee shall inform the Board of the following types of conditions which affect program objectives and performance as soon as they become known:
  1. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any Board assistance required to resolve the situation.
  2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost, or produces a greater benefit than originally planned.

- C. The Board may, at its discretion, make site visits to:
  - 1. Review program accomplishments and management control systems.
  - 2. Provide such technical assistance as may be required.
  - 3. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.

#### **XIX. Financial and Performance Reporting**

- A. The grant budget as used in this Section means the approved financial plan to carry out the purpose of the grant. This plan is the financial representation of the project or program as approved during the grant application and award process. The Approved Budget is contained in Attachment B.
- B. The Grantee is required to submit a final report at the conclusion of the grant.
- C. The Grantee shall submit interim expenditure reports comparing actual expenditures with the approved budget (See attached Attachment A - Reporting Schedule).
- D. The Grantee shall submit interim performance reports as prescribed by the Board; however, reports shall not be required more frequently than quarterly or less frequently than annually (See Attachment C - Reporting Schedule).
- E. The Grantee shall submit annual reports.
- F. Extensions to reporting due dates may be granted upon written request to the Board.
- G. If reports are not submitted as required, the Board may, at its discretion, suspend payments on this grant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Grantee on this or any grant with other State agencies until the required reports have been submitted.

#### **XX. Access to Records**

- A. The Grantee in accepting this grant agrees to make available to the Board, any Federal agency whose funds are expended in the course of this grant, or any of their duly authorized representatives, pertinent accounting records, books, documents and papers as may be necessary to monitor and audit Grantee's operations.
- B. All visitations, inspections and audits, including visits and requests for documentation in discharge of the Department's responsibilities, shall as a general rule provide for prior notice when reasonable and practical to do so. However, the Board retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- C. The Board reserves the right to have access to records of any Subgrantees and requires the Grantee to provide for Board access to such records in any grant with the Subgrantee.
- D. The Board reserves the right to have access to all work papers produced in connection with audits made by the Grantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.

## **XXI. Record Retention**

- A. Except as otherwise provided, financial and programmatic records, supporting documents, statistical records and all other records pertinent to the grant shall be retained for a period of seven years, unless Federal or State funding Board statutes require longer periods or unless directed to extend the retention by the Board.
  - 1. If any litigation, claim, negotiation, action or audit involving the records is started before the expiration of the seven year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven year period, whichever is later unless otherwise directed by the Board.
  - 2. Records for nonexpendable property acquired with Board funds shall be retained for seven years after its final disposition, unless otherwise provided or directed by the Board.
- B. For Federal and State purposes (unless otherwise provided):
  - 1. General - The retention period starts from the date of submission of the final expenditure report, or for grants that are renewed annually, from the date of submission of the annual financial report.
  - 2. Real Property and Equipment - The retention period for real property and equipment records starts from the date of the disposition, replacement or transfer at the direction of the awarding Board.
- C. The Board may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and will make arrangements with the Grantee to retain any records that are continuously needed for joint use.

## **XXII. Enforcement**

- A. Remedies for Noncompliance
 

If a Grantee materially fails to comply with the term of an award, whether stated in a State or Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the Board may take one or more of the following actions, as appropriate in the circumstances:

  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or take more severe enforcement action.
  - 2. Disallow all or part of the cost of the activity or action not in compliance.
  - 3. Wholly or partly suspend or terminate the current award for the Grantee's program.
  - 4. Withhold further awards for the program,
  - 5. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
  - 6. Take other remedies that may be legally available.

**B. Hearings, Appeals**

In taking an enforcement action, the Board may provide the Grantee an opportunity for such hearing, appeal or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

**C. Effects of Suspension and Termination**

Costs incurred by the Grantee, resulting from obligations incurred by the Grantee during a suspension or after termination of an award, are not allowable to be applied against the grant unless the Board expressly authorizes them in the notice of suspension or termination or subsequently. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, and are noncancellable.

**D. Relationship to Debarment and Suspension**

The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Grantee from being subject to State and Federal debarment and suspension procedures.

**XXIII. Termination and Suspension**

**A. The following definitions shall apply for the purposes of this Section:**

**1. Termination**

The termination of a grant means the cancellation of assistance, in whole or in part, under a grant at any time prior to the date of completion.

**2. Suspension**

The suspension of a grant is an action by the Department which temporarily suspends assistance under the grant pending corrective action by the Grantee or pending a decision to terminate the grant by the Board.

**3. Disallowed Costs**

Disallowed costs are those charges to the grant which the Board or its representatives shall determine to be beyond the scope of the purpose of the grant, excessive, or otherwise unallowable.

**B. When the Grantee has failed to comply with grant award stipulations, standards, or conditions, the Board may suspend the grant and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with paragraph C below. The Board shall allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet Federal and State requirements.**

**C. The Board may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of the grant. The Board shall promptly notify the Grantee in writing of the determination and the reasons for the termination together with**



the effective date. Payments made to the Grantee or recoveries by the Board under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

- D. The Board and the Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
- E. The Grant Closeout procedures in Section XXIV of the grant shall apply in all cases of termination of the grant.

#### **XXIV. Grant Closeout Procedures**

A. The following definitions shall apply for the purpose of this Section:

1. Grant Closeout

The closeout of a grant is the process by which the Board determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

2. Date of Completion

The date when all activities under the grant are completed or the expiration date in the award document, or any supplement or amendment thereto.

B. The Grantee shall submit final expenditure and performance reports as prescribed by the Board and in the timeframes set forth in Attachment A, Part VI upon completion of the grant period or termination of the grant.

The Board may permit extensions when requested in writing by the Grantee.

C. The Grantee will, together with the submission of the final report, refund to the Board any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by the Board to be retained.

D. In the event a final audit has not been performed prior to the closeout of the grant, the Board retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

#### **Attachments:**

- A. Additional Grant Provisions
- B. Approved Budget (N/A)
- C. Comparison of Actual to Budget Expenditures
- D. Program Specifications

A GRANT BETWEEN STATE

OF NEW JERSEY

BOARD of PUBLIC UTILITIES

AND

JERSEY CITY REDEVELOPMENT AGENCY

(GRANTEE)

GRANT NUMBER 22MUD006

ADDITIONAL GRANT PROVISIONS

Attachment A is hereby annexed to and provides for additional grant provisions and conditions between the State of New Jersey, Board of Public Utilities and JERSEY CITY REDEVELOPMENT AGENCY as detailed below.  
(Grantee/Organization)

I. Audit Requirements

1. Any audit required under Section XIV of this grant will be conducted on an organization-wide basis and on the Grantee's fiscal year. It is the Board's understanding that the Grantee's fiscal year ends on \_\_\_\_\_.  
(Date)
2. Any changes in the fiscal year must be reported immediately to the Board.
3. Copies of audit reports must be submitted to each State funding Board.
4. Grantees must assure the Board that auditors satisfactorily comply with the General Accounting Office's Government Auditing Standards (Yellow Book) for internal and external quality control review program requirements.
5. All grants must include the audit requirements as delineated in the Department of the Treasury Circular Letter 98-07, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments.

6. The following method has been designated in performing audits.

- ☐ State auditors
- ☒ Departmental internal auditors
- ☐ CPA firm appointed by the Board
- ☒ CPA firm appointed by the Grantee
- ☐ Other \_\_\_\_\_

7. Grants which are basically procurement in nature and less than \$ 100,000 \_\_\_\_\_ shall not be subject to the audit requirements contained in Section XIV of this grant.

II. Certification to Adequacy of Accounting System

A statement attesting to the adequacy of the Grantee's accounting system in accordance with the standards set forth in the Section VIII, Financial Management System of this grant.

- ☐ Must be completed by the Chief Financial Officer
- ☒ Is not required

III. Budget Revision and Modification

All budget revisions and modifications must be approved in writing by

John Stradford, Grants Manager, hereby

(Name) (Title)

designated by the Board as Grant Management Officer.

The following procedures will be required for budget revisions and modification:

1. For all grants refer to Section XV.
2. The budget variance request must be submitted in writing by the Grantee and must include an explanation of the reasons for the variance request.

Since the Grantee is not to incur expenditures over and above the limits set for budget variances, it is incumbent on the Grantee to request budget variance approval whenever it is anticipated that spending will exceed the limits.

IV. Program Income

Other program income, if any as defined in Section XIII, shall be treated by the Grantee in the following manner:

- ☐ Added to funds committed to the project by the Board and be used to further eligible program objectives; or
- ☐ Deducted from the total project costs for the purpose of determining the net costs on which the Board grant payments shall be based.
- ☐ Cost sharing or matching method (Using program income to meet cost-sharing or matching requirements)
- ☒ Not applicable.

V. Method of Payment

- 1. ☐ Advanced Payment  
Where deemed applicable, the Board may authorize advance payments to be made to the Grantee. These payments are not to exceed \_\_\_\_\_ dollars or \_\_\_\_\_ percent of the grant amount.
- 2. ☒ Quarterly Payment  
Progress payments shall be made by the Board on a quarterly basis.

VI. Financial and Performance Reporting (See Section XIX of this grant)

- 1. Interim expenditure reports shall be submitted on a quarterly basis. These reports, certified by the Chief Financial Officer, shall be submitted no later than 30 days immediately following the end of the quarter (See Reporting Schedule - Page 6)
- 2. Performance reports shall be submitted on a quarterly basis. These reports should be submitted no later than 30 days after the end of each reporting period.
- 3. Final reports should be submitted by the Grantee no later than 60 days after completion of the grant period or termination of the grant.
- 4. The Grantee's financial reports shall be prepared in a manner consistent with the Grantee's normal accounting records, which is:

☐ Cash Basis    ☒ Accrual Basis    ☐ Other (specify

**VII. Bonding and Insurance - Type of Insurance Required:**

**Fidelity Bonding:**

(X) Fidelity Bonding with the limit of liability of as least \$500,000 shall be maintained by the Recipient until all financial transactions under this Grant/Loan Agreement are completed.

( ) No Fidelity Bonding shall be required

**Insurance(s):**

The Board must be provided with current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after 30 days written notice to The New Jersey Board of Public Utilities.

(X) Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed in any endorsements limiting the breadth of coverage. The policy shall not include endorsement (broad form) for contractual liability and shall include the State of New Jersey as a named insured.

Limits of liability shall not be less than \$1 million per occurrence for bodily injury liability and property damage liability.

(X) Comprehensive Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$1 million per occurrence for bodily injury liability and property damage liability.

(X) Worker's Compensation Insurance applicable to laws of the State of New Jersey and Employers' Liability insurance with a limit of not less than \$100,000.

( ) Additional Insurance Coverage(s) required:

(X) No Additional Insurance shall be required:

VIII. Interest

A. Charges for Unresolved Audit Findings

An interest charge on unallowable costs that are not repaid by the Grantee shall begin to accrue 30 days from the date the Grantee is notified of the debt. The interest shall continue to accrue while any appeal of the audit findings is underway. In the event the Grantee is successful in its appeal, the accrued interest will be eliminated.

B. Interest Earned on Advanced Payments

The Proposed Revisions of OMB Circular A-102, and A-110, Grants and Cooperative Agreements and Notice of Proposed Rulemaking has revised the current A-110 rule requiring Grantees or Subgrantee to place advances of Federal grant funds in interest-bearing accounts to waive this requirement when Grantee or Subgrantee receives Federal advances of less than \$120,000 or when the interest to be earned would not be sufficient to justify the expenses entailed by the requirement. The Proposed Rule raised from \$100 to \$250, the amount Grantee and Subgrantee may retain for expenses.

In addition, Grantees must deposit advances of State grants and State Aid payments in interest bearing accounts. However, each Department shall determine if interest on advanced State payments exceeding \$250 shall be remitted to the Department/Board or applied to the grant.

In accordance with the Terms and Conditions of the award, interest earned on advanced payments shall be reported.

IX. Other Grant Provisions

- A. It is the Boards's understanding that the Grantee's fiscal year ends on 06/30  
(Date)

Any changes in the fiscal year must be reported immediately to the  
Department.

- B. Other:

Attachment A  
Grant Reporting Schedule

Attachment A  
(Page 6 of 6)

Expenditure Reporting Due Dates:

<b>Q1</b>	<b>8/31/2022</b>
<b>Q2</b>	<b>11/30/2022</b>
<b>Q3</b>	<b>2/28/2023</b>
<b>Q4</b>	<b>5/31/2023</b>
<b>Final</b>	<b>7/31/2023</b>

Programmatic Reporting Due Dates:

<b>Q1</b>	<b>8/31/2022</b>
<b>Q2</b>	<b>11/30/2022</b>
<b>Q3</b>	<b>2/28/2023</b>
<b>Q4</b>	<b>5/31/2023</b>
<b>Final</b>	<b>7/31/2023</b>

A GRANT BETWEEN  
STATE OF NEW JERSEY  
BOARD OF PUBLIC UTILITIES  
AND  
JERSEY CITY REDEVELOPMENT AGENCY  

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**(GRANTEE)**

GRANT NUMBER 22MUD006

Program Specifications

**Eligible Electric Vehicle Charging Stations**

The Program provides incentives for L2 EV charging stations of any brand selected by the Eligible Entity, provided the equipment chosen is a dual-port charger and has the capacity to capture data, referred to as a "networked charger." In addition, Eligible Entities are required to share charging data with the Board periodically. The stations must be accessible to all residents and may be available to visitors and the general public.

**Incentives**

The Program provides awards as follows to Eligible Entities accepted for participation:

- \$1,500 incentive for L2 EV charging stations
- 50 percent of the Make-Ready costs per eligible L2 EV charging station, up to \$5,000
- MUDs located in overburdened municipalities would be eligible to receive a bonus incentive, which will provide a higher level incentive, as follows:
  - o \$2,000 for L2 EV charging stations; and
  - o 75 percent of the Make-Ready costs per eligible L2 EV charging station, up to \$7,500
- Eligible Applicants may be eligible to six (6) Level-Two EV chargers.



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AWARDED CONTRACT NO. 22-11-VB5 TO VITAL SIGNS FOR SIGNAGE 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**, pursuant to the Redevelopment Law, the City designated certain parcels of land as an "area in need of redevelopment" known as the Bayfront I Redevelopment Area (the "**Redevelopment Area**") and adopted the Bayfront I Redevelopment Plan (as may be amended from time to time, the "**Redevelopment Plan**"); 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 Redevelopment Plan, the Agency desires to retain the services of a signage company to print and install mesh banners to cover the fence surrounding the Bayfront site to create privacy as the site undergoes construction (the "**Services**"); and

**WHEREAS**, the total amount of the Services was determined to be under the bid threshold established pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* and, therefore, the Agency solicited quotes for the Services in lieu of issuance of a bid solicitation; and

**WHEREAS**, Vital Signs submitted a quote to the Agency to provide the Services dated November 9, 2022 (the "**Quote**"), a copy of which is on file with the Agency; and

**WHEREAS**, Vital Signs possesses the skills and expertise to perform the Services; and

**WHEREAS**, the Agency desires to enter into a contract with Vital Signs (the "**Contract**") to perform the Services for an amount not to exceed Thirty Nine Thousand Nine Hundred Thirty Seven Dollars and Fifty Cents (\$39,937.50) to be paid in accordance with the rates set forth in the Quote; and

**WHEREAS**, Vital Signs 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 Vital Signs from making any reportable contributions through the term of the Contract; and

**WHEREAS**, the Agency certifies that funds are available for the Services.

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

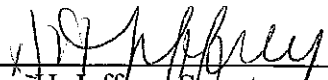
**Section 1.** The aforementioned recitals are incorporated herein as though fully set forth at length.

**Section 2.** The Chair, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to execute and deliver the Contract with Vital Signs to perform and complete the Services for a term to expire upon completion of the Services and all related tasks, or twelve (12) months after the effective date of the agreement, whichever is earlier, payable at the rates set forth in the Quote for a total amount not to exceed Thirty Nine Thousand Nine Hundred Thirty Seven Dollars and Fifty Cents (\$39,937.50), subject to the terms and conditions set forth in the Agency's form agreement, together with any such additions, deletions and modifications as may be necessary and/or desirable in consultation with counsel to the Agency.

**Section 3.** The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute and deliver the Contract 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 November 22, 2022.

  
Diana H. Jeffrey, Secretary

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



We bring your ideas to life

Client – JC Redevelopment Agency

Project – Mesh Banners – Route 440 & Kellogg St. Jersey City, N.J.

- Fabricate & Install Sixteen 9'h x 35'w Mesh Banners
- Fabricate & Install Three 9'h x 50'w Mesh Banners
- Banners will be produced from printable art files provide from Fusion Creative
- Banners will be fabricated with Ultra Flex Mesh Banner Material with 75% blockage. Re-enforced hem & grommets
- Time frame TBD
- Zip tie installation to existing fencing
- 9'x35' = 315 sq. ft. x 16 panels = 5040 sq. ft. = \$30,794.00
- 9' x 50' = 450 sq. ft. x 3 panels = 1350 sq. ft. = \$8248.00
- **\$39,937.50 Total – Tax Exempt? (Need Form)**
- Payments:
- 1<sup>st</sup> \$25,000 at signing – Site Surveys & Material Purchase
- 2<sup>nd</sup> \$14,937.50 balance at completion

Inc. Labor-Fabrication-Materials-Installation-Travel

**Signature Required**

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**November 9th, 2022 – Estimate active for 15 Days**

**TEL: 201.437.3725 - FAX: 201.437.1150 485 Avenue C Bayonne, N.J.07002**

**EMAIL: [vitalsignsbayonne@gmail.com](mailto:vitalsignsbayonne@gmail.com)**

**[vitalsignsnj.com](http://vitalsignsnj.com)**

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**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE ISSUANCE OF A PROJECT NOTE IN CONNECTION WITH THE BAYFRONT REDEVELOPMENT PROJECT LOCATED AT BLOCK 21901.01, LOTS 1 THROUGH 9, AND DETERMINING CERTAIN OTHER MATTERS RELATED THERETO, WITHIN THE BAYFRONT I REDEVELOPMENT AREA**

**WHEREAS**, on December 21, 2021, the Jersey City Redevelopment Agency (the “**Agency**”), a public body corporate and politic constituting an instrumentality of the State of New Jersey (the “**State**”) established and created by the City of Jersey City, New Jersey (the “**City**”) and operating pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**Redevelopment Law**”) adopted a resolution, entitled “Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency Authorizing the Issuance of Revenue Bonds and/or Project Notes in Connection with the Bayfront Redevelopment Project Located at Block 21901.01, Lots 1 Through 9, and Determining Certain Other Matters Related Thereto, Within the Bayfront Redevelopment Area” (the “**General Bond Resolution**”) as amended and supplemented by a Certificate of the Chairperson of the Agency, dated January 11, 2022 (the “**Certificate**” and together with the General Bond Resolution, the “**Resolution**”), providing for the issuance of revenue bonds and/or project notes in an amount not to exceed \$169,810,000 (the “**Agency Obligations**”) for the purpose of financing costs associated with (i) the acquisition of the of parcels identified on the official tax map of the City as Block 21901.01, Lots 1, 4, 6, 8 & 9 and Block 21901, Lot 4 from the City (the “**Property**”), (ii) the demolition of existing buildings and structures located thereon, (iii) the construction of open space and certain public infrastructure improvements (iv) certain environmental and other obligations set forth in the purchase and sale agreement between the City and the original owner of the Property and (v) all work and materials necessary therefor and incidental thereto (collectively, the “**Redevelopment Project**”); and

**WHEREAS**, the Property has been remediated and will ultimately be redeveloped with mixed-income residential communities surrounded by parks and waterfront amenities, with access to nearby light rail facilities (the “**Bayfront Project**”); and

**WHEREAS**, the Agency intends to ultimately sell (or otherwise convey) the Property to various redevelopers who will undertake the redevelopment of the Bayfront Project thereon; and

**WHEREAS**, the Agency will use the proceeds from such conveyances of the Property to pay down outstanding Bayfront Project debt or the bonds or notes issued to refinance such debt; and

**WHEREAS**, in order to further secure the interests of the holders of the Agency Obligations, the City Council of the City, on December 15, 2021, adopted an ordinance entitled “Ordinance of the City of Jersey City, in the County of Hudson, New Jersey Authorizing the Execution and Delivery of a Subsidy Agreement with the Jersey City Redevelopment Agency to

Secure the Payment of Principal of and Interest on up to \$169,810,000 Bonds and/or project Notes to be Issued by Said Agency in Connection with the Implementation of the Bayfront Redevelopment Project" obligating the City to make any required payments to the Agency out of the first funds becoming legally available to the City and to provide the funds for such payments to the Agency, if not otherwise available, from the levy of *ad valorem* taxes upon all the taxable real property in the City, without limitation as to rate or amount; and

**WHEREAS**, the City and the Agency executed a Subsidy Agreement, dated as of January 1, 2022 (the "**Subsidy Agreement**"), providing for and relating to the obligation of the City to pay to the Agency such sums of money as are necessary to secure the Agency Obligations provided that said amounts shall be repaid to the City pursuant to the terms of the Subsidy Agreement; and

**WHEREAS**, the Agency Obligations are secured by an assignment and pledge of the Agency's rights to receive payments from the City pursuant to the Subsidy Agreement; and

**WHEREAS**, on January 11, 2022, pursuant to the Resolution and a Trust Indenture, (the "**Original Indenture**") dated as of January 1, 2022, by and between the Agency and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank, National Association) (the "**Trustee**"), as trustee, the Agency issued its (i) \$54,135,000 Revenue Bonds, Series 2022 (Bayfront Redevelopment Project) (City Guaranteed) (Tax Exempt) (the "**Bonds**"); \$52,370,000 Project Note, Series 2022A (Bayfront Redevelopment Project) (City Guaranteed) (Tax Exempt) (the "**2022A Note**"); and \$15,000,000 Project Note, Series 2022B (Bayfront Redevelopment Project) (City Guaranteed) (Federally Taxable) (the "**2022B Note**", and together with the Bonds and the 2022A Note, the "**2022 Obligations**") for the purposes of: (i) financing the acquisition of parcels identified on the official tax map of the City as Block 21901.01, Lots 1, 4, 6, 8 & 9 and Block 21901, Lot 4 from the City; (ii) paying additional costs of the Redevelopment Project; (iii) paying capitalized interest on the 2022 Obligations and (iv) paying certain administrative costs of the Agency including costs and expenses associated with the issuance of the 2022 Obligations; (collectively, the "**2022 Project**"); and

**WHEREAS**, the Bonds mature December 15, 2031, the 2022A Note matures on December 15, 2024, and the 2022B Note matures on January 11, 2023; and

**WHEREAS**, the Agency has determined to issue its Project Note, Series 2023 (Bayfront Redevelopment Project) (City Guaranteed) (Federally Taxable) (the "**2023 Note**") in an amount not to exceed \$16,000,000 for the purposes of: (i) refunding the 2022B Note; (ii) financing additional costs associated with the Redevelopment Project; (iii) funding capitalized interest on the 2023 Note and (iv) paying certain administrative costs of the Agency and the City including costs and expenses associated with the issuance of the 2023 Note; and

**WHEREAS**, the holders of the 2023 Note will be entitled to the benefits of the pledges described herein, including those relating to the Subsidy Agreement; and

**WHEREAS**, the Agency wishes to provide terms and conditions with respect to such 2023 Note in addition to those which have been previously established under and pursuant to the

Resolution and delegate the sale of such 2023 Note to the Chairperson, Vice Chairperson and Executive Director of the Agency; and

**WHEREAS**, in connection with the issuance of the 2023 Note, the Agency desires to authorize the execution of a supplemental indenture (the "**Supplemental Indenture**" and together with the Original Indenture, the "**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 2023 Note; and

**WHEREAS**, toward those ends, the Agency desires to adopt this resolution to supplement the 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.

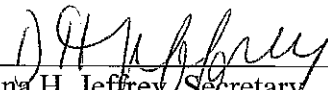
**Section 2.** Capitalized terms used but not defined herein shall have the meaning set forth in the Indenture.

**Section 3.** The terms and conditions with respect to the 2023 Note, shall be as substantially set forth in the Supplemental Indenture to be placed 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 2023 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 November 22, 2022.

  
Diana H. Jeffrey, Secretary

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



**FIRST SUPPLEMENTAL INDENTURE**

**By and Between**

**JERSEY CITY REDEVELOPMENT AGENCY**

**and**

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION  
(As Successor in Interest to U.S. Bank, National Association)**

**Relating To**

**\$[16,000,000] PRINCIPAL AMOUNT OF  
PROJECT NOTE (SERIES 2023)  
(BAYFRONT REDEVELOPMENT PROJECT) (CITY GUARANTEED)  
(FEDERALLY TAXABLE)**

**Dated as of January 1, 2023**

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## FIRST SUPPLEMENTAL INDENTURE

This First Supplemental Indenture, dated as of January 1, 2023 (**"First Supplemental Indenture"**), by and between the **JERSEY CITY REDEVELOPMENT AGENCY**, a body corporate and politic of the State of New Jersey (the **"Agency"**), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (as successor in interest to U.S. Bank, National Association)**, a national banking association with trust and fiduciary powers in the State of New Jersey, as trustee (the **"Trustee"**).

**WHEREAS**, pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the **"Redevelopment Law"**), 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 Bayfront Redevelopment Area; and

**WHEREAS**, the City and the Agency executed a Cooperation Agreement to facilitate the redevelopment of a portion of the Bayfront Redevelopment Area identified on the tax map of the City as as Block 21901.01, Lots 1, 4, 6, 8 & 9 and Block 21901, Lot 4 (the **"Property"**) in accordance with the Bayfront I Redevelopment Plan; and

**WHEREAS**, the City and the Agency have determined that the financing of the Redevelopment Project, as defined herein, would be accomplished most efficiently by the Agency through the issuance by the Agency, from time to time, of its revenue bonds, or notes issued in anticipation thereof, in lieu of continued funding by the City; and

**WHEREAS**, toward that end, on December 21, 2021, the Agency adopted that certain resolution entitled "Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency Authorizing the Issuance of Revenue Bonds and/or Project Notes in Connection with the Bayfront Redevelopment Project Located at Block 21901.01, Lots 1 Through 9, and Determining Certain Other Matters Related Thereto, Within the Bayfront Redevelopment Area" (the **"General Bond Resolution"**), as amended and supplemented by a Certificate of the Chairperson of the Agency, dated January 11, 2022 (the **"Certificate"** and together with the General Bond Resolution, the **"Original Bond Resolution"**) providing for the issuance of revenue bonds and/or project notes in an amount not to exceed \$169,810,000 (the **"Bayfront Bonds"**) for the purpose of financing costs associated with (i) the acquisition of the of the Property, (ii) the demolition of existing buildings and structures located thereon, (iii) the construction of open space and certain public infrastructure improvements (iv) any and all obligations set forth in the Environmental Agreement and the Purchase Agreement and (v) all work and materials necessary therefor and incidental thereto (collectively, the **"Redevelopment Project"**); and that certain Trust Indenture, dated as of January 1, 2022, by and between the Agency and the Trustee (the **"Original Indenture"** and, together with this First Supplemental Indenture, the **"Indenture"**); and

**WHEREAS**, in furtherance of the above, the City and the Agency entered into a Subsidy Agreement, dated as of January 1, 2022 (the **"Bayfront Subsidy Agreement"**), pursuant to which, the City agreed to fund any shortfall in the Agency's ability to pay the debt service on the Bayfront Bonds, up to an amount of \$169,810,000; and

**WHEREAS**, on January 11, 2022, under the Original Bond Resolution and Original Indenture, the Agency issued its (i) \$54,135,000 Revenue Bonds, Series 2022 (Bayfront Redevelopment Project) (City Guaranteed) (Tax Exempt) (the “**Bonds**”); \$52,370,000 Project Note, Series 2022A (Bayfront Redevelopment Project) (City Guaranteed) (Tax Exempt) (the “**2022A Note**”); and \$15,000,000 Project Note, Series 2022B (Bayfront Redevelopment Project) (City Guaranteed) (Federally Taxable) (the “**2022B Note**”, and together with the Bonds and the 2022A Note, the “**2022 Obligations**”); and

**WHEREAS**, the Agency used the proceeds of the 2022 Obligations to (i) finance the acquisition of parcels identified on the official tax map of the City as Block 21901.01, Lots 1, 4, 6, 8 & 9 and Block 21901, Lot 4 from the City; (ii) pay additional costs of the Redevelopment Project; (iii) pay capitalized interest on the 2022 Obligations and (iv) pay certain administrative costs of the Agency and the City including costs and expenses associated with the issuance of the 2022 Obligations; and

**WHEREAS**, on November 22, 2022, the Agency adopted a resolution entitled “Supplemental Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency Authorizing the Issuance of a Project Note in Connection with the Bayfront Redevelopment Project Located at Block 21901.01, Lots 1 Through 9, and Determining Certain Other Matters Related Thereto, Within the Bayfront Redevelopment Area” (the “**Supplemental Bond Resolution**” and, together with the Original Bond Resolution, the “**Bond Resolution**”) authorizing the issuance of a supplemental project note (the “**2023 Note**”) for the purposes of: (i) refunding the 2022B Note; (ii) financing additional costs associated with the Redevelopment Project; (iii) funding capitalized interest on the 2023 Note and (iv) paying certain administrative costs of the Agency and the City including costs and expenses associated with the issuance of the 2023 Note; and

**WHEREAS**, in connection with the 2023 Note, the Agency, in the Supplemental Bond Resolution, authorized the execution of this First 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 2023 Note; and

**WHEREAS**, the 2023 Note issued under the Indenture is secured as provided in the Indenture solely by the Trust Estate (as defined in the Original Indenture); and

**WHEREAS**, the execution and delivery of this First Supplemental Indenture and the issuance of the 2023 Note under the Indenture have been in all respects duly and validly authorized by the Bond Resolution.

**NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH THAT:**

## ARTICLE I

### SHORT TITLE, DEFINITIONS AND AUTHORITY

Section 1.1. Short Title. This First Supplemental Indenture shall be known as and may be designated by the short title “First Supplemental Indenture.”

Section 1.2. Definitions. The terms defined in the Preambles and Recitals to this First Supplemental Indenture shall have the meanings set forth therein.

All words and phrases defined in Section 1.01 of the Indenture shall have the same meanings in this First Supplemental Indenture, except as otherwise appears in this Section 1.2. In addition, the following term shall have the following meaning, unless the context otherwise requires:

**Purchaser** means [\_\_\_\_\_].

Section 1.3. Authority. This First Supplemental Indenture is executed pursuant to the provisions of the Redevelopment Law, the Indenture and the Bond Resolution. Nothing in this First Supplemental Indenture, expressed or implied, is intended to or shall be construed to confer upon, or to give or grant to, any person or entity, other than the Agency, the Trustee, the Paying Agent, the Registrar, any other Fiduciary and the holders of the 2023 Note, any right, remedy or claim under or by reason of this First Supplemental Indenture or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this First Supplemental Indenture contained by and on behalf of the Agency shall be for the sole and exclusive benefit of the Agency, the Trustee, the Paying Agent, the Registrar, any other Fiduciary and the holders of the 2023 Note.

## ARTICLE II

### AUTHORIZATION, TERMS AND ISSUANCE OF 2023 NOTE

Section 2.1. Principal Amount, Designation and Series. (a) Pursuant to the provisions of the Indenture and in particular Section 3.02 thereof, the 2023 Note is hereby authorized to be issued in the principal amount of \$[16,000,000]. The 2023 Note shall be distinguished from the Bonds of all other Series by the title “Project Note, (Series 2023) (Bayfront Redevelopment Project) (City Guaranteed) (Federally Taxable).” To the extent the 2023 Note will be used to refund the 2022B Note, the 2023 Note shall be considered to be an issue of Refunding Bonds for all purposes of the Indenture. The 2023 Note is secured as provided in the Indenture and as set forth in Section 3.2 herein.

(b) The 2023 Note shall be sold to the Purchaser on the terms and conditions set forth in the Certificate of the Agency executed on the date of sale of the 2023 Note.

Section 2.2. Purposes. The 2023 Note is issued for the purposes of, along with unspent proceeds of the 2022B Note: (i) refunding the 2022B Note; (ii) financing additional costs associated with the Redevelopment Project; (iii) funding capitalized interest on the 2023 Note and (iv) paying

certain administrative costs of the Agency and the City including costs and expenses associated with the issuance of the 2023 Note.

Section 2.3. Date, Maturity, Interest Rate and Place of Payment. The 2023 Note shall be dated its date of issuance. The 2023 Note shall bear current interest payable on the date and at the interest rate per annum set forth on Schedule A. Principal of the 2023 Note shall be payable by the Paying Agent in the amount and on the date set forth on Schedule A. The 2023 Note shall be payable at the place and in the manner set forth in the Indenture. Upon its issuance, the 2023 Note will be maintained under a book-entry system with The Depository Trust Company.

Section 2.4. Form, Denomination and Number. The 2023 Note will be issued in the form set forth in Exhibit A-3 to the Indenture, as one fully registered note without coupon, numbered 1, in a single denomination equal to the principal amount of the 2023 Note.

Section 2.5. Conditions Precedent to Issuance of 2023 Note. The Trustee shall not deliver the 2023 Note to the Purchaser or on its order unless theretofore or simultaneously therewith the requirements of Section 3.02 of the Indenture have been satisfied.

Section 2.6. Redemption of 2023 Note. The 2023 Note shall not be subject to redemption prior to its stated maturity.

### **ARTICLE III**

#### **APPLICATION OF PROCEEDS OF THE 2023 NOTE; SECURITY FOR THE 2023 NOTE**

Section 3.1. Application of Series 2023 Note Proceeds and Use of Funds and Accounts. The proceeds from the sale and delivery of the 2023 Note shall be deposited as set forth in a Certificate delivered to the Trustee on behalf of the Agency upon the issuance of the 2023 Note.

Section 3.2. Security for the 2023 Note. The 2023 Note shall be secured by the Trust Estate (as defined in the Indenture).

### **ARTICLE IV**

#### **MISCELLANEOUS**

Section 4.1. First Supplemental Indenture Construed with Indenture. All of the provisions of this First Supplemental Indenture shall be deemed to be and construed as part of the Indenture to the same extent as if fully set forth therein.

Section 4.2. Amendment of Indenture. Notwithstanding anything in the Indenture to the contrary, in the event the Bonds, including the 2023 Note, are rated by a Rating Agency, no amendment of the Indenture under Article 12 shall be effective until such Rating Agency confirms that such amendment shall not cause the rating applicable to such Bonds, including the 2023 Note, to be downgraded or withdrawn.

Section 4.3 Assignment of Subsidy Agreement. Notwithstanding anything in the Indenture to the contrary, in the event the Bonds, including the 2023 Note, are rated by a Rating Agency, the Agency will not agree or consent to an assignment of the Subsidy Agreement until such Rating Agency confirms that such assignment shall not cause the rating applicable to such Bonds, including the 2023 Note, to be downgraded or withdrawn.

Section 4.4. Indenture as Supplemented to Remain in Effect. Save and except as herein supplemented by this First Supplemental Indenture, the Indenture shall remain in full force and effect.

Section 4.5. Execution in Counterparts. This First Supplemental Indenture may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

Section 4.6. Severability. If any section, paragraph, clause, or provision of this First Supplemental Indenture shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this First Supplemental Indenture.

Section 4.7. Confirmation of Actions. All actions (not inconsistent with the provisions of this First Supplemental Indenture) heretofore taken by the Agency directed toward the issuance and sale of the 2023 Note are hereby ratified, approved, and confirmed.

Section 4.8. Governing Law. This First Supplemental Indenture shall be construed in accordance with the laws of the State.

Section 4.9. Notices. Any notice, demand, direction, request, or other instrument authorized or required by this First Supplemental Indenture to be given to or filed with the Agency, the Trustee, the Paying Agent or the Registrar, shall be deemed to have been sufficiently given or filed for all purposes, if any, when delivered or sent by registered or certified mail, return receipt requested, postage prepaid, and, if given by telex, telegraphic or electronic means, shall be deemed given when transmitted (receipt confirmed) to the following addresses; provided that facsimile or electronic transmissions of notices shall only be deemed to have been sufficiently given or filed for all purposes if the Agency and the Fiduciaries have agreed to accept notices by facsimile or electronic communication, such notice has been sent by a person authorized to give such notice and receipt of such notice has been confirmed.

**If to the Agency:**

Jersey City Redevelopment Agency  
4 Jackson Square  
39 Kearney Ave.  
Jersey City, New Jersey 07305  
Attention: Executive Director

**With a copy to:**

McManimon, Scotland & Baumann, LLC  
75 Livingston Avenue, Suite 201  
Roseland, New Jersey 07068  
Attn: Kevin P. McManimon, Esq.

**If to the Trustee:**

U.S. Bank Trust Company, National Association  
333 Thornall Street, Fourth Floor  
Edison, New Jersey 08837

**With a copy to:**

TBD

**If to the City:**

City of Jersey City  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302  
Attn: Deputy Mayor/Assistant Corporation Counsel

**With a copy to:**

Wilentz, Goldman & Spitzer, P.A.  
90 Woodbridge Center Drive  
Woodbridge, New Jersey 07095  
Attn: Everett M. Johnson, Esq.

The Agency and the Fiduciaries may, by like notice to each other, designate any further or different addresses to which subsequent notices shall be sent.

Section 4.10. Refunding Bonds. Notwithstanding anything in the Indenture to the contrary, the Agency shall not be required to comply with the provisions of the last sentence of the first paragraph of Section 3.03 of the Original Indenture in connection with the issuance of the 2023 Note.

**{Remainder of page intentionally left blank. Signature page follows.}**



IN WITNESS WHEREOF, the Agency and the Trustee have caused these presents to be signed and attested by their respective officers thereunto duly authorized and this First Supplemental Indenture to be dated as of the day and year first above written.

ATTEST: JERSEY CITY REDEVELOPMENT AGENCY

\_\_\_\_\_  
Secretary By: \_\_\_\_\_  
Chairman

ATTEST: U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION (as successor in interest to U.S.  
Bank, National Association), as Trustee

\_\_\_\_\_  
Name: By: \_\_\_\_\_  
Title: Name:  
Title:

**SCHEDULE A**  
**TERMS OF 2023 NOTE**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AWARING CONTRACT NO. 22-11-VB6 TO 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**, pursuant to the Redevelopment Law, the City designated certain parcels of land as an “area in need of redevelopment” known as the Bayfront I Redevelopment Area (the “**Redevelopment Area**”) and adopted the Bayfront I Redevelopment Plan (as may be amended from time to time, the “**Redevelopment Plan**”); 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 Redevelopment Plan, the Agency desires to retain the services of an experienced and qualified firm to provide ongoing architectural design and implementation services (the “**Professional Architectural Services**”); and

**WHEREAS**, pursuant to *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, DPC, (“**Perkins**”) previously provided the Professional Architectural Services under Contract No. 18-11-MPN7, which expired on October 31, 2022; and

**WHEREAS**, Perkins submitted a Proposal for the Professional Architectural Services for the Bayfront I Redevelopment Area dated November 15, 2022 (the “**Proposal**”), which proposed a total cost not to exceed Sixty Thousand Dollars (\$60,000.00) for all tasks listed in the Proposal, to be paid monthly in an amount not to exceed Ten Thousand Dollars (\$10,000.00) per month, payable in accordance with the rates set forth in the Proposal; and

**WHEREAS**, Perkins possesses the skills and expertise to perform and complete the Professional Architectural Services; and

**WHEREAS**, the Agency desires to enter into a professional services contract with Perkins (the “**Contract**”) to perform the Professional Architectural Services as outlined in the Proposal, for a total cost not to exceed Sixty Thousand Dollars (\$60,000.00) for all tasks listed in the

Proposal, not to exceed Ten Thousand Dollars (\$10,000.00) per month, payable in accordance with the rates set forth in the Proposal; and

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

**WHEREAS**, 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 acknowledging that the Contract will prohibit Perkins from making any reportable contributions through the term of the Contract; and

**WHEREAS**, in accordance with the LPCL, the Professional Architectural 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:

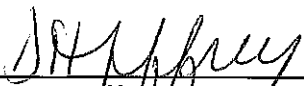
**Section 1.** The aforementioned recitals are incorporated herein as though fully set forth at length.

**Section 2.** The Board of Commissioners hereby authorizes a professional services contract with Perkins to perform the Professional Architectural Services listed in the Proposal for a total cost not to exceed Sixty Thousand Dollars (\$60,000.00) for all tasks listed in the Proposal, not to exceed Ten Thousand Dollars (\$10,000.00) per month, and for a term to expire upon the completion of the Professional Architectural Services set forth in the Proposal and all related tasks, or six (6) months after the effective date of the Contract, whichever is earlier, subject to the terms and conditions set forth in the Agency's form professional services agreement, together with any such additions, deletions and modifications as may be necessary and/or desirable by the Agency in consultation with counsel.

**Section 3.** The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute and deliver the Contract 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 November 22, 2022.

  
Diana H. Jeffrey, Secretary

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

# PERKINS — EASTMAN

November 15, 2022

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

Re: Bayfront Revision to the Redevelopment Plan  
New Contract Proposal for extended Bayfront 1 Ongoing Implementation Services.

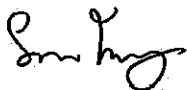
Dear Chris,

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, JCRA's engineering team, etc.;
- Review of Phase I architectural drawings; support in the implementation of Phase I;
- Presentations to the Advisory Committee and other stakeholders as needed; and
- Ongoing guidance on phasing and implementation.

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 (10/31/2022) we have expended \$36,342.50 of the \$60,000 contract amount to date. Because we anticipate the implementation matters outlined above to continue into the near 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 October 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.

<b><u>Title</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$213.00 - \$420.00
Project Manager	\$170.00 - \$260.00
Senior Architect	\$183.00 - \$260.00
Intermediate Architect	\$120.00 - \$170.00
Junior Architect	\$73.00 - \$120.00
Senior Designer	\$183.00 - \$260.00
Intermediate Designer	\$120.00 - \$170.00
Junior Designer	\$73.00 - \$120.00
CADD/BIM	\$100.00 - \$150.00
LEED AP	\$120.00 - \$183.00
Administrative Support	\$73.00 - \$120.00

- 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.



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE ADMISSION OF AN EQUITY INVESTOR TO PORT LIBERTE APARTMENTS LLC FOR REDEVELOPMENT OF CERTAIN PROPERTY IDENTIFIED AS BLOCK 27503, LOTS 16 AND 17, COMMONLY KNOWN AS CHAPEL AVENUE AND 1 CONSTELLATION PLACE, WITHIN THE CAVEN POINT REDEVELOPMENT AREA**

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

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

**WHEREAS**, by Resolution 22-06-07 adopted on June 21, 2022, the Agency authorized execution of a redevelopment agreement with Port Liberte Apartments LLC (the “**Redeveloper**”) with respect to certain property located within the Redevelopment Area, identified on the official tax maps of the City as Block 27503, Lots 16 and 17, commonly known as Chapel Avenue and 1 Constellation Place (the “**Property**”); and

**WHEREAS**, the Redeveloper has sought the Agency’s approval to transfer certain equity interests in the Redeveloper as set forth in the organizational chart attached as **Exhibit A** hereto (the “**Transfer**”); and

**WHEREAS**, after review and consideration of this matter, and in reliance upon Redeveloper’s representation that the current members of Redeveloper or an entity created and controlled by them shall remain responsible for the day-to-day operations and activities of Redeveloper, the Agency wishes to authorize the Transfer,

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

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

**Section 2.** The Board of Commissioners hereby authorizes the Transfer, provided that:

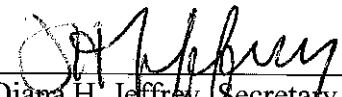
(a) Redeveloper shall make payment to the Agency of a transfer fee in the amount of \$5,000; and

(b) Upon effectuation of the transfer, Redeveloper shall notify the Agency in writing that the transfer has been effectuated.

**Section 3.** The Chairman, Vice-Chair, Executive Director and/or Secretary of the Agency are hereby authorized to execute any and all other documents and to undertake all actions necessary to effectuate the Redevelopment Agreement and this Resolution. Any and all actions taken with respect hereto are hereby ratified and confirmed.

**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 November 22, 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				
Darwin R. Ona				
Denise Ridley				
Daniel Rivera				

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY CONSENTING TO ASSIGNMENT AND TRANSFER OF REDEVELOPMENT AND PURCHASE AND SALE AGREEMENTS FROM TAG DEVELOPMENT, LLC TO 336 MLK DEVELOPMENT, LLC TO BECOME THE DESIGNATED REDEVELOPER OF BLOCK 22605, LOT 1 COMMONLY KNOWN AS 336-340 MLK DRIVE WITHIN THE JACKSON HILL REDEVELOPMENT AREA**

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

**WHEREAS**, the Jersey City Redevelopment Agency (the “**JCRA**”) was established as an instrumentality of the City of Jersey City (the “**City**”) pursuant to the provisions of the Redevelopment Law, and has been designated by the City as the redevelopment entity for the Jackson Hill Redevelopment Area (the “**Redevelopment Area**”); and

**WHEREAS**, in accordance with the criteria set forth under the Redevelopment Law, the City enacted the Jackson Hill Redevelopment Plan, as amended, (the “**Redevelopment Plan**”); and

**WHEREAS**, the JCRA and TAG Development, LLC (the “**Redeveloper**”) entered into a Redevelopment Agreement (the “**Redevelopment Agreement**”) dated June 3, 2021 and a Real Estate Purchase and Sale Agreement (the “**Real Estate Agreement**”) dated August 23, 2021 (collectively, the “**Agreements**”) for the redevelopment of Block 22605, Lot 1, commonly known as 336-340 Martin Luther King, Jr. Drive within the City (the “**Property**”); and

**WHEREAS**, on or about November 15, 2022, the Redeveloper sought the JCRA’s consent to assign and transfer the Redeveloper’s interests in the Agreements governing the redevelopment of Block 22605, Lot 1 to 336 MLK Development, LLC (the “**Transferee**”); and

**WHEREAS**, pursuant to the terms of the Redevelopment Agreement, assignments and transfers prior to the receipt of a certificate of completion are only permitted with the consent of the JCRA pursuant to the terms and conditions of the Redevelopment Agreement; and

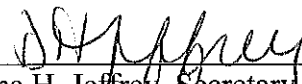
**WHEREAS**, the Transferee acknowledges and accepts that all terms and conditions of the Agreements it will be assuming and be legally bound by shall be unaffected by the JCRA’s consent to the Redeveloper’s assignment and transfer of its redevelopment rights to the Transferee and shall remain in full force and effect unless otherwise duly amended.

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

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

2. The JCRA hereby approves the Redeveloper's request to assign and transfer its interests in the Agreements governing the redevelopment of Block 22605, Lot 1 to 336 MLK Development, LLC. subject to all applicable terms and conditions of the Agreements, including but not limited to payment of all administrative fees and escrow expenses.
3. The Chairman, Vice Chairman, Secretary, and/or Executive Director are hereby authorized and directed to take any and all steps necessary to effectuate the purposes of this Resolution, including the execution of documents, such as an estoppel letter, subject only to the review and approval of the JCRA's counsel.
4. 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.
5. This resolution shall take effect immediately.

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of October 18, 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 FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT WITH KRE/SILVERSTEIN 808 PAVONIA LLC FOR PROPERTY IDENTIFIED ON THE OFFICIAL TAX MAPS OF THE CITY OF JERSEY CITY AS BLOCK 10601, LOTS 38 AND 39 AND BLOCK 9404, LOTS 34, 35, AND 41, COMMONLY KNOWN AS 813 PAVONIA AVENUE, 270 MAGNOLIA AVENUE, 808 PAVONIA AVENUE, 132-140 VAN REIPEN AVENUE, AND 12 BRYAN PLACE, 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**, in accordance with the Redevelopment Law, the City designated that certain area known as the Journal Square 2060 Redevelopment Area (the “Redevelopment Area”) and enacted a redevelopment plan entitled the “Journal Square 2060 Redevelopment Plan” in order to effectuate the redevelopment of the Redevelopment Area (as amended and supplemented from time to time, the “Redevelopment Plan”); and

**WHEREAS**, KRE/Silverstein 808 Pavonia LLC (the “Redeveloper”) is the contract purchaser of certain parcels within the Redevelopment Area, identified on the official tax maps of the City of Jersey City Block 10601, Lots 38 and 39 and Block 9404, Lots 34, 35, and 41, commonly known as 813 Pavonia Avenue, 270 Magnolia Avenue, 808 Pavonia Avenue, 132-140 Van Reipen Avenue, and 12 Bryan Place (collectively, the “Property”); and

**WHEREAS**, Redeveloper proposed to acquire the Property and to develop, finance and construct on the Property a project consisting two (2) high rise towers containing 1,130-1,248 market rate residential rental apartments, 5,884-6,508 square feet of gallery and café space, an underground parking garage with 350-387 parking spaces (the “Parking Garage”), publicly accessible privately owned and operated improved open space including a dog park to be constructed on Site 7 as identified in the Redevelopment Plan (the “Dog Park”), publicly accessible plazas and walkways between the North Tower and the South Tower, and certain extensions to Pavonia Avenue to the north to connect to Van Reipen Avenue (the “Pavonia-Van Reipen Connector”), together with related on-site and off-site improvements, all as further described at Schedule B hereto and as further set forth in the Concept Plans attached hereto at Schedule B (collectively, the “Project”); and

**WHEREAS**, as part of the Project, Redeveloper proposes to convey no less than 6,400 square feet of land (the “Loading Dock Area”) on the southerly portion of Lot 39 of the Property immediately adjacent to property identified as Block 10601, Lot 41 on the official tax maps of the City (the “Loew’s Theater”) to the Agency in order to enable the

City to construct, operate, maintain, repair and replace a loading dock structure to service the Loew's Theater; and

**WHEREAS**, pursuant to Resolution No. 22-08-06, adopted August 16, 2022, designated the Redeveloper as redeveloper of the Property and authorized the execution of a redevelopment agreement (the "**Redevelopment Agreement**") between the Agency and the Redeveloper; and

**WHEREAS**, the Agency and the Redeveloper entered into that certain Redevelopment Agreement on August 17, 2022; and

**WHEREAS**, pursuant to Section 2.15(f) of the Redevelopment Agreement, the subdivision, demolition, clearing, and grading of the Loading Dock Area and the transfer of the Loading Dock Area to the Agency for nominal consideration are material conditions of the Project and are required pre-conditions to the issuance of a Certificate of Completion for any Phase of the Project; and

**WHEREAS**, Section 2.15(f) of the Redevelopment Agreement also provides that the Redeveloper shall transfer the Loading Dock Area in substantially the form attached to the Redevelopment Agreement as Schedule F (the "**Loading Dock Deed**") once the Loading Dock Area has been demolished, cleared, and graded; and

**WHEREAS**, despite the language in Section 2.15(f) of the Redevelopment Agreement providing that the Loading Dock Deed shall be delivered once the Loading Dock Area has been demolished, cleared, and graded, the Agency may need to take title to the Loading Dock Area prior to its demolition, clearing, and grading; and

**WHEREAS**, the Parties desire to enter into a First Amendment to the Redevelopment Agreement (the "**First Amendment**") to remove the requirement that the Redeveloper demolish, clear, and grade the Loading Dock Area prior to the Agency's taking title of the Loading Dock Area.

**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 authorizes the First Amendment as set forth herein.

**Section 3.** The Chair, Vice-Chair, Executive Director and/or Secretary of the Agency are each hereby authorized to execute and deliver the First Amendment to Redevelopment Agreement, in substantially the form on file with the Agency, together with such additions, deletions and modifications as deemed necessary or desirable by the

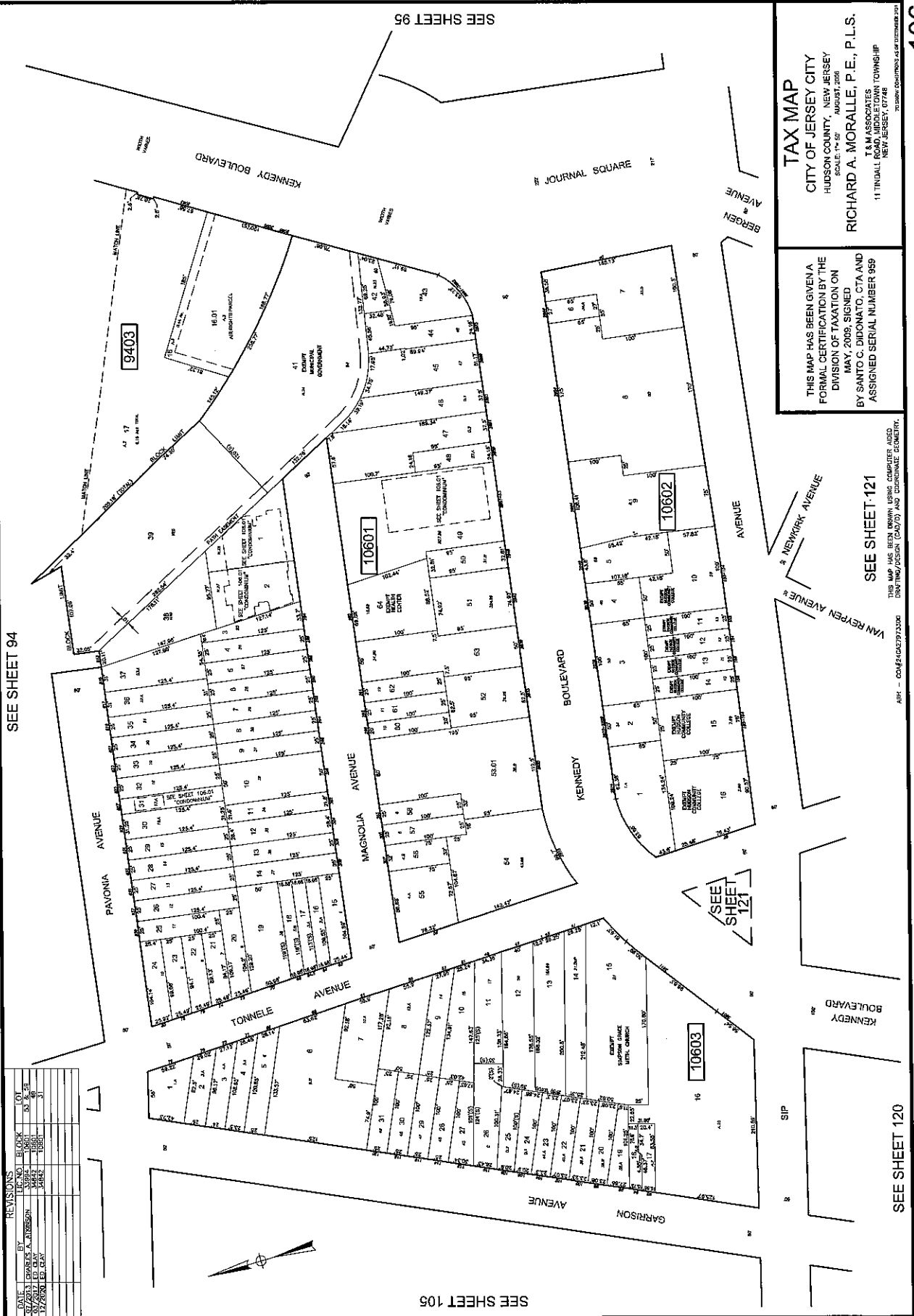
Executive Director in consultation with counsel, and any and all other documents necessary or desirable to effectuate this Resolution and the First Amendment.

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

**Certified to be a true and correct copy of a resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its regular meeting held on November 22, 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 94

SEE SHEET 95

SEE SHEET 105

SEE SHEET 120

SEE SHEET 121

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

APR - 04/24/02/97/2006

### TAX MAP

CITY OF JERSEY CITY  
HUDSON COUNTY, NEW JERSEY  
SCALE: 1" = 50'  
AUGUST, 2006  
RICHARD A. MORALLE, P.E., P.L.S.  
T & M ASSOCIATES  
11 TINDALL ROAD, 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, C.T.S. AND  
ASSIGNED SERIAL NUMBER 959



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH KRE/SILVERSTEIN 808 PAVONIA LLC FOR PROPERTY IDENTIFIED ON THE OFFICIAL TAX MAPS OF THE CITY OF JERSEY CITY AS BLOCK 10601, LOTS 38 AND 39 AND BLOCK 9404, LOTS 34, 35, AND 41, COMMONLY KNOWN AS 813 PAVONIA AVENUE, 270 MAGNOLIA AVENUE, 808 PAVONIA AVENUE, 132-140 VAN REIPEN AVENUE, AND 12 BRYAN PLACE, 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**, in accordance with the Redevelopment Law, the City designated that certain area known as the Journal Square 2060 Redevelopment Area (the "Redevelopment Area") and enacted a redevelopment plan entitled the "Journal Square 2060 Redevelopment Plan" in order to effectuate the redevelopment of the Redevelopment Area (as amended and supplemented from time to time, the "Redevelopment Plan"); and

**WHEREAS**, KRE/Silverstein 808 Pavonia LLC (the "Redeveloper") is the contract purchaser of certain parcels within the Redevelopment Area, identified on the official tax maps of the City of Jersey City Block 10601, Lots 38 and 39 and Block 9404, Lots 34, 35, and 41, commonly known as 813 Pavonia Avenue, 270 Magnolia Avenue, 808 Pavonia Avenue, 132-140 Van Reipen Avenue, and 12 Bryan Place (collectively, the "Property"); and

**WHEREAS**, the Redeveloper proposes to develop, finance and construct on the Property a project consisting of two (2) high rise towers containing 1,130-1,248 market rate residential rental apartments, 5,884-6,508 square feet of gallery and café space, an underground parking garage with 350-387 parking spaces, publicly accessible privately owned and operated improved open space including a dog park to be constructed on Site 7 as identified in the Redevelopment Plan, publicly accessible plazas and walkways between the North Tower and the South Tower, and certain extensions to Pavonia Avenue to the north to connect to Van Reipen Avenue (the "Project") and to dedicate no less than 6,400 square feet of land on the southerly portion of Lot 39 of the Property immediately adjacent to Block 10601, Lot 41 to the City in order to enable the City to construct, operate, maintain, repair and replace a loading dock structure to service the Loew's Theater; and

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

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

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

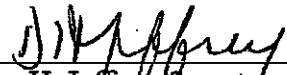
**Section 2.** The Board of Commissioners hereby designates KRE/Silverstein 808 Pavonia LLC as redeveloper of the Property.

**Section 3.** The Chair, Vice-Chair, Executive Director and/or Secretary of the Agency are hereby authorized to execute the Redevelopment Agreement, in substantially the form on file with the Agency, together with such additions, deletions and/or modifications as deemed necessary or desirable by the Executive Director in consultation with counsel, and any and all other documents necessary or desirable to effectuate this Resolution, in consultation with counsel.

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

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

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of August 16, 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  
THE AWARD OF AN EXTRAORDINARY UNSPECIFIABLE  
SERVICES CONTRACT TO ECONOMIC PROJECT SOLUTIONS  
INC. TO PROVIDE SPECIALIZED SERVICES IN CONNECTION  
WITH 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**"), with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

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

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

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

**WHEREAS**, the City and the Agency have embarked upon an effort to establish the Redevelopment Area as an artistic and cultural hub, which includes the rehabilitation of the Loew's Jersey Theatre to its former glory; and

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

**WHEREAS**, the City desires that the Agency exercise the powers available to it as redevelopment entity for the Redevelopment Area and facilitate the undertakings contemplated in the Redevelopment Plan and shall, amongst other things, oversee the rehabilitation of the Loew's Jersey Theatre and the operation of same in such manner and under such terms as it deems appropriate and consistent with the Redevelopment Plan and Redevelopment Law (the "**Agency Redevelopment Activities**"); and

**WHEREAS**, the City and the Agency determined it is mutually beneficial and in the public interest to work cooperatively and to provide designated municipal funding for the Agency Redevelopment Activities and have set forth their respective obligations within a Cooperation Agreement dated May 5, 2021 (the "**Cooperation Agreement**"); and

**WHEREAS**, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, and the 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**, Economic Project Solutions, Inc. ("**EPS**" or "**Contractor**") submitted a proposal to the Agency, a copy of which is attached hereto as **Exhibit A**, to provide a range of specialized services, including serving as the construction advisor to the Agency during the project; and

**WHEREAS**, whereas the principal-in-charge of EPS, Kimberley Gillespie, with a background in engineering and construction monitoring, has twenty-three years of experience advising owners and monitoring construction projects for various entities, to include public entities and entertainment venues, and is able to uniquely provide specialized services and expertise relating to the rehabilitation of the historic Loew's Theatre; 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 proposes to enter into a contract with the Contractor in an amount not to exceed Sixteen Thousand Eight Hundred Sixty Dollars (\$16,860.00) per month plus certain additional amounts described below for a period not to exceed twelve (12) months; and

**WHEREAS**, the proposed contract with EPS will be funded by monies received from the City in accordance with the Cooperation Agreement and/or Seven Million Five Hundred Thousand (\$7,500,000.00) on previously allocated by the Agency for this project; and

**WHEREAS**, EPS was previously retained to assist Agency for a one (1) year period ending October 31, 2022 to oversee, among other things, the design and budget process with respect to the rehabilitation of the Loew's Jersey Theatre; and

**WHEREAS**, Agency now requires EPS to assist the Agency in overseeing, among other things, the rehabilitation of the Loew's Jersey Theatre;

**WHEREAS**, EPS 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 proposed contract will prohibit EPS from making any reportable contributions through the term of the proposed contract; and

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

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

**Section 2.** The Executive Director is hereby authorized and directed to enter into a contract with the Contractor to provide specialized services and expertise relating to the rehabilitation of the Loew's Jersey Theatre. The Contractor shall provide services as set forth in its proposal, which shall include, but are not limited to advising the Agency during the rehabilitation of the Loew's Jersey Theatre, serving as the owner's representative in technical reviews, and monitoring the progress and cost rehabilitation. The compensation paid to the Contractor shall not exceed Sixteen Thousand Eight Hundred Sixty Dollars (\$16,860.00) per month for a period not to exceed twelve (12) months commencing on November 1, 2022, with an option for renewal at the discretion of both parties. Such compensation shall also include not to exceed Twenty Thousand Dollars (\$20,000.00) for independent selected change orders over Fifty Thousand Dollars (\$50,000.00) as set forth in the EPS proposal, including all overhead costs and basic support services incurred by the Contractor. The Agency will not reimburse the Contractor costs deemed by the Agency to be part of the Contractor's overhead costs and basic support services.

**Section 3.** The Executive Director is hereby authorized to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

**Section 4.** The Agency shall, pursuant to *N.J.S.A.40A:11-5(1)(a)(ii)*, publish notice in the Agency's officially designated newspaper stating the nature, duration, service, and amount of the Extraordinary Unspecifiable Services Agreement, and further stating that copies of this Resolution and the agreement are on file and available at the Agency's office.

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

  
Diana H. Jeffrey, Secretary

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of November 22, 2022.**

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

**EXHIBIT A**  
**PROPOSAL**

See attached.

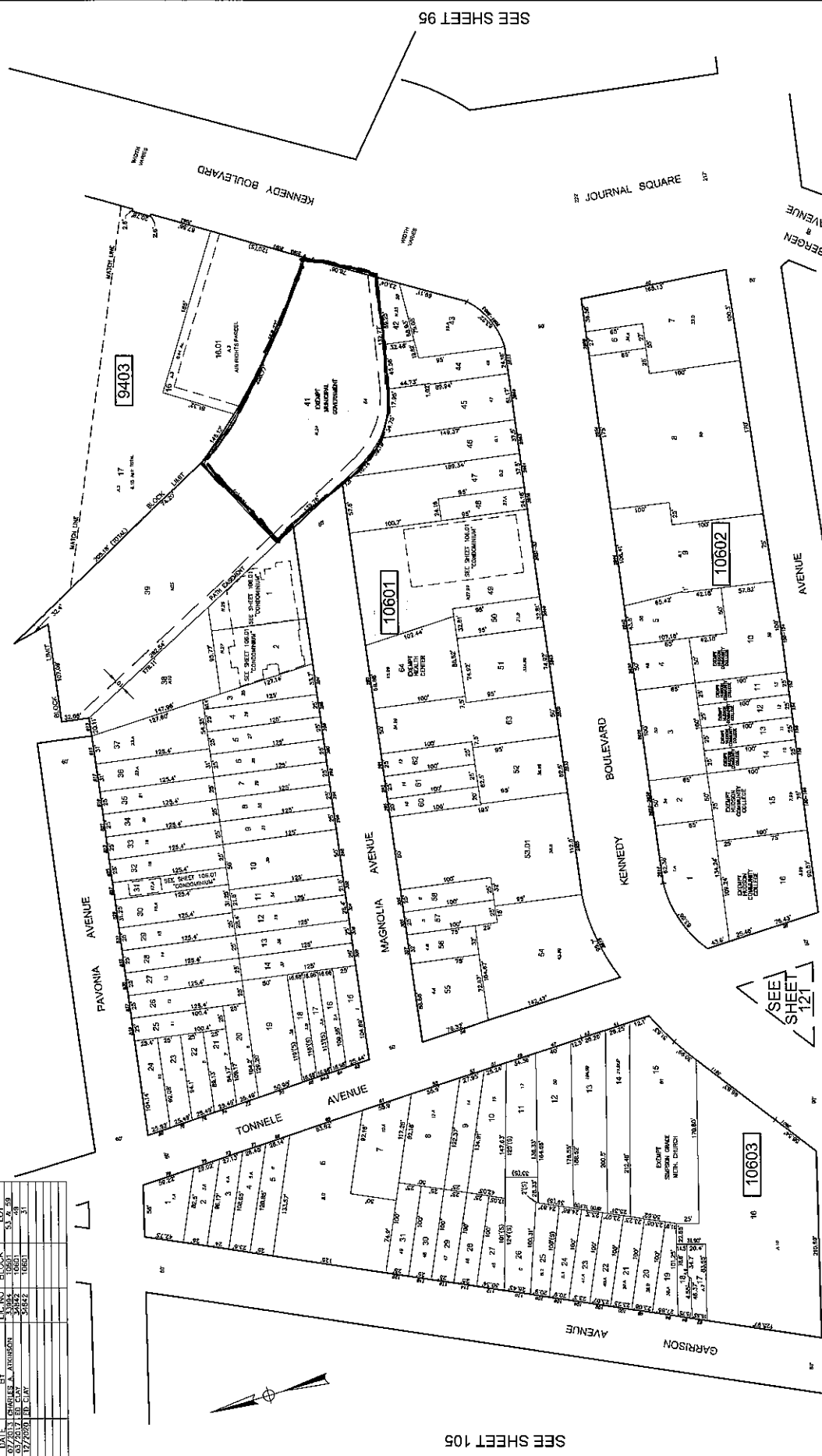
**EXHIBIT B**  
**EUS CERTIFICATION**

See attached.



SEE SHEET 94

REVISIONS			
DATE	BY	LOT	REMARKS
07/20/17	W. C. A. ANDERSON	53, 54	REVISION
07/20/17	W. C. A. ANDERSON	54, 55	REVISION
07/20/17	W. C. A. ANDERSON	55, 56	REVISION
07/20/17	W. C. A. ANDERSON	56, 57	REVISION
07/20/17	W. C. A. ANDERSON	57, 58	REVISION
07/20/17	W. C. A. ANDERSON	58, 59	REVISION
07/20/17	W. C. A. ANDERSON	59, 60	REVISION
07/20/17	W. C. A. ANDERSON	60, 61	REVISION
07/20/17	W. C. A. ANDERSON	61, 62	REVISION
07/20/17	W. C. A. ANDERSON	62, 63	REVISION
07/20/17	W. C. A. ANDERSON	63, 64	REVISION
07/20/17	W. C. A. ANDERSON	64, 65	REVISION
07/20/17	W. C. A. ANDERSON	65, 66	REVISION
07/20/17	W. C. A. ANDERSON	66, 67	REVISION
07/20/17	W. C. A. ANDERSON	67, 68	REVISION
07/20/17	W. C. A. ANDERSON	68, 69	REVISION
07/20/17	W. C. A. ANDERSON	69, 70	REVISION
07/20/17	W. C. A. ANDERSON	70, 71	REVISION
07/20/17	W. C. A. ANDERSON	71, 72	REVISION
07/20/17	W. C. A. ANDERSON	72, 73	REVISION
07/20/17	W. C. A. ANDERSON	73, 74	REVISION
07/20/17	W. C. A. ANDERSON	74, 75	REVISION
07/20/17	W. C. A. ANDERSON	75, 76	REVISION
07/20/17	W. C. A. ANDERSON	76, 77	REVISION
07/20/17	W. C. A. ANDERSON	77, 78	REVISION
07/20/17	W. C. A. ANDERSON	78, 79	REVISION
07/20/17	W. C. A. ANDERSON	79, 80	REVISION
07/20/17	W. C. A. ANDERSON	80, 81	REVISION
07/20/17	W. C. A. ANDERSON	81, 82	REVISION
07/20/17	W. C. A. ANDERSON	82, 83	REVISION
07/20/17	W. C. A. ANDERSON	83, 84	REVISION
07/20/17	W. C. A. ANDERSON	84, 85	REVISION
07/20/17	W. C. A. ANDERSON	85, 86	REVISION
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07/20/17	W. C. A. ANDERSON	89, 90	REVISION
07/20/17	W. C. A. ANDERSON	90, 91	REVISION
07/20/17	W. C. A. ANDERSON	91, 92	REVISION
07/20/17	W. C. A. ANDERSON	92, 93	REVISION
07/20/17	W. C. A. ANDERSON	93, 94	REVISION
07/20/17	W. C. A. ANDERSON	94, 95	REVISION
07/20/17	W. C. A. ANDERSON	95, 96	REVISION
07/20/17	W. C. A. ANDERSON	96, 97	REVISION
07/20/17	W. C. A. ANDERSON	97, 98	REVISION
07/20/17	W. C. A. ANDERSON	98, 99	REVISION
07/20/17	W. C. A. ANDERSON	99, 100	REVISION



**TAX MAP**  
CITY OF JERSEY CITY  
HUDSON COUNTY, NEW JERSEY  
SCALE 1" = 50'  
AUGUST, 2009  
RICHARD A. MORALLE, P.E., P.L.S.  
TAX ASSOCIATES  
11 TINDALL ROAD, MEDFORD TOWNSHIP  
NEW JERSEY, 07748  
TO SHOW COUNTING 48 OF DECIMALS 2009

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 559

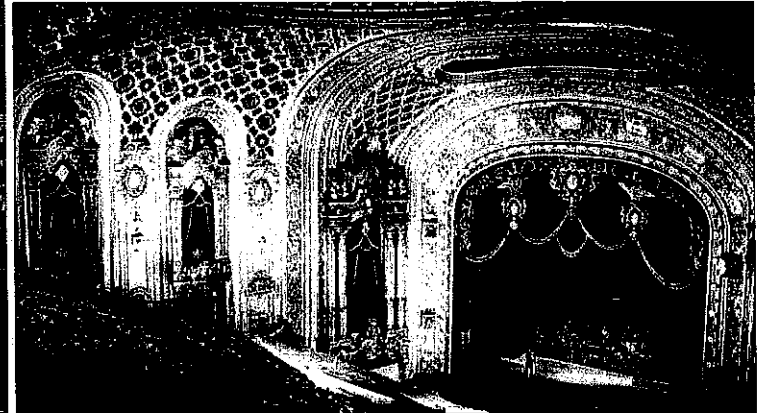
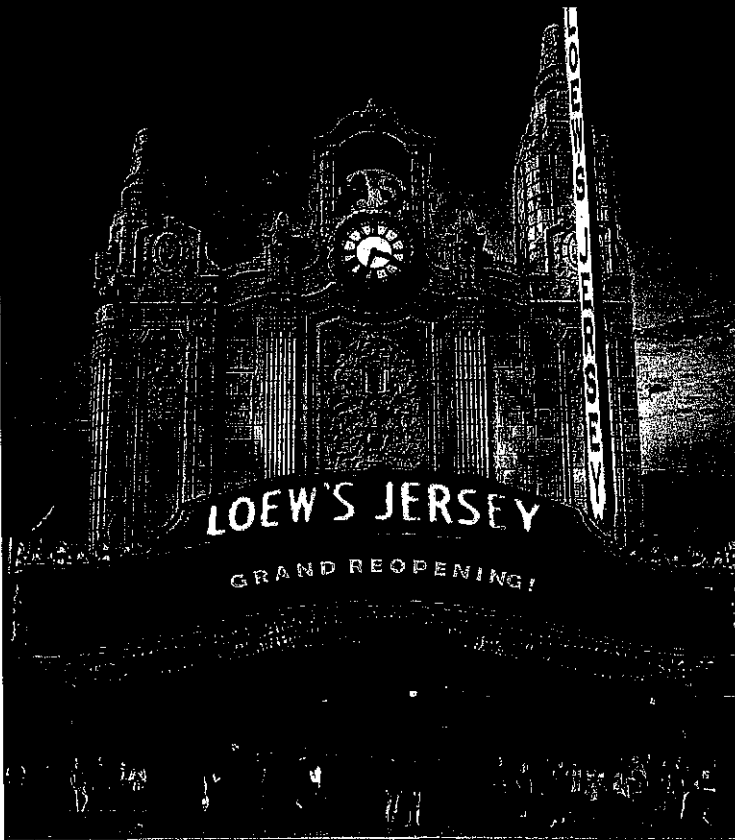
SEE SHEET 121  
VAN REYEN AVENUE #1  
NEW YORK AVENUE

SEE SHEET 120  
KENNEDY BOULEVARD  
SIP

**EXHIBIT A**  
**PROPOSAL**

See attached.

# Proposal for The Jersey City Redevelopment Agency ("JCRA")



## **PROPOSAL FOR CONSTRUCTION ADVISOR TO THE OWNER SERVICES FOR JERSEY CITY REDEVELOPMENT AGENCY REDEVELOPMENT OF THE LOEW'S JERSEY THEATRE WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT PLAN**

The Jersey City Redevelopment Agency ("JCRA")  
c/o Christopher Fiore  
4 Jackson Square  
39 Kearny Ave.

Jersey City, NJ 07305

*Project: Loew's Jersey Theatre, 54 Journal Square Plaza,  
Jersey City, NJ 07306*

Date: November 15, 2022  
EPS Proposal #3453\_R1



## **TABLE OF CONTENTS**

1. Cover Letter
2. Overview of Capabilities/Executive Summary
3. Resumes/Key Team Members
4. Highlighted Experience
5. Certifications & Awards
6. Fee Proposal
7. Commercial Terms

# 1. Cover Letter

**The Jersey City Redevelopment  
Agency ("JCRA")**  
c/o Christopher Fiore  
4 Jackson Square  
39 Kearny Ave.  
Jersey City, NJ 07305  
*Project: Loew's Jersey Theatre, 54  
Journal Square Plaza,  
Jersey City, NJ 07306*

November 15, 2022

Dear Mr. Fiore,

Economic Project Solutions, Inc. (EPS) is pleased to present our revised proposal to The Jersey City Redevelopment Agency ("JCRA") for Construction Advisor to the Owner Services for the Loew's Jersey Theatre (Loew's) located at, 54 Journal Square Plaza, Jersey City, NJ 07306.

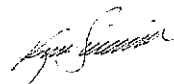
Through our range of expertise, detailed working knowledge and completion of similar high-profile projects, EPS possesses unique in-depth experience which distinguishes us from our competitors. EPS will provide day-to-day Construction Advisor to the Owner Services required for full project leadership, which includes close coordination with the Architect, Engineer and other Consultants, to successfully complete projects on time and within budget.

Furthermore, as the Principal involved, you have my personal guarantee and commitment in monitoring the internal processes necessary for these projects. I feel strongly, in addition to comprehensive Construction Advisor to the Owner Services, that Project Controls are also essential in monitoring the critical path and life-cycle costs of any project. We have achieved outstanding measurable milestones by utilizing our in-house Project Controls approach, resulting in quite significant savings of both costs and time.

We have earned a reputation for excellence in the industry and pledge to act in the best interests of JCRA & the City & Loew's. We will continue to strive for perfection in challenging ourselves and look forward to your favorable consideration in working with us on this very exciting project. We hope to meet and exceed all of your expectations. We have detailed our suggested steps and approach to your project in this RFP. We trust you find this acceptable and look forward to answering any questions you may have.

Please do not hesitate to contact Ralph DeMarco at:  
[rdmarco@economicprojects.com](mailto:rdmarco@economicprojects.com) or 732.666.4389 anytime.

Best regards,



Kimberley Gillespie  
CEO & President  
Economic Project Solutions, Inc.

## 2. Overview of Capabilities/ Executive Summary

# Overview of Capabilities

## Construction Advisor to the Owner Services

### Company Profile

Economic Project Solutions, Inc., (EPS) is a comprehensive Owner's Representative firm consisting of over 60 Project Managers offering a wide spectrum of related services to various Municipalities, Entertainment Venues, Educational Institutions, Public and Private Corporations, the Healthcare and Pharmaceutical Industry, Life Sciences, Fortune 100 and 500 Firms, the Financial and Banking Industry, Insurance Firms, the Retail Market and Private Developers.

EPS is certified by the Woman Business Enterprise National Council (WBENC), DPMC, the NYC Economic Development Authority, The New Jersey Schools Development Authority (NJSDA) and The Port Authority of NY and NJ, as a Women-Owned Business Enterprise (WBE). With a senior management staff with over 100 years of cumulative experience in this highly competitive industry, EPS understand the value of providing experienced staff with specialized credentials as Owner's Representatives to protect the client's interests and the successful completion of the assigned project. Established, long term business relationships and repeat clients is a structural component of the EPS business model that has added exceptional value and success for the firm.

The management and staff at EPS have successfully managed a wide portfolio of projects ranging from 2,000 RSF to projects with a cumulative construct of exceeding 3B SF. EPS has the in-house expertise to provide the necessary services for all program and project types. By implementing professional management resources with practical management techniques EPS had consistently delivered projects on schedule and within budget.

### Mission Statement

"Solving Tomorrow's Problems... Today!" EPS was born from a desire to create a progressive and dynamic project delivery platform that challenged the "set in stone standard." EPS' success is driven by personal motivation to fulfill a childhood dream to wear a construction hat and transform that dream into an industry leading Owner's Representative firm. This determination has taken the company from a living room office into a multi-million-dollar company that has been ranked Top 25 in the Tri-state area. As the Principal-in-Charge, I take personal pride in the development of each and every assignment, bringing to it, that same determination, that same desire and that same passion ensuring that my client is delivered a high-quality cost controlled final product.

### Our Philosophy

Our most important objective is to protect the client's assets and interests with established communication, project specific knowledge, measurable project controls with time and cost management. The integrated management systems applied to our projects together with the experience and expertise of the firm provides a unique resource within the construction Project Management community. The management systems proposed by EPS are tailored to the client's needs and the specifics of the project. At the start of a project engagement our emphasis is to review and evaluate the client's processes and procedures to allow the integration of EPS staff and services into the client and project specific environment. Owner's Representative is our business, and our management approach allows the client to concentrate on their respective business responsibilities to ensure the continuity of operations with the successful and efficient delivery of services.

### Statement of Ownership

The EPS approach is defined by; "Solving Tomorrow's Problems...today!" We take our responsibilities seriously. We look beyond today's environment and pull from our past experiences and lessons learned to identify and address errors and omissions for all our projects! EPS has a reputation for motivating the professional service providers and challenging them through the myriad of project specific process and responsibilities. The approach prescribed by EPS is to generate project specific reports starting with the project performance matrix followed by scheduling, budgetary and quality control reports. With our structured project controls approach to Project Management EPS offers a centralized process for cost and schedule management from the conceptual or master planning stage through procurement and project close-out. The project controls systems proposed by EPS are Web enabled which allows our clients and consultants real time access to critical project information and reports.



# Overview of Capabilities

## Construction Advisor to the Owner Services

### **PROJECT UNDERSTANDING**

EPS has thoroughly reviewed your Request for Proposal to engage a Construction Advisor to the Owner partner/single redeveloper to rehabilitate (i.e., restore, renovate, upgrade and provide commercial operation and management of the historic Loew's Jersey Theatre).

As your Construction Advisor to the Owner Consultant, we recognize that redevelopment is one of New Jersey's most valuable investments. To safeguard that investment, EPS will work closely to monitor the management, cost and schedule confidence that this project is properly budgeted, scheduled, designed and constructed to achieve the Loew's Theatre restoration and preservation goal. Based on our experience, we know that successful projects are not the result of happenstance effective planning, controlled execution, and aggressive follow-through. This approach, combined with the resourcefulness and commitment of the EPS project team, will keep the project participants focused on meeting the critical time, quality of construction and budget objectives of the project.

### **EPS MANAGEMENT**

It is understood that EPS is providing services as a purely an advisory role as an Agent to the Owner. In this capacity, EPS is not bound to any construction contract, nor to any contracts with subcontractors and suppliers, and offers independent judgment.

EPS will continuously demonstrate the role of dedicated monitoring to ensure your critical business needs related to construction are addressed promptly and professionally. Our leading objective is to satisfy the project Stakeholders including the budget and schedule, in the most cost-effective manner. We will serve as the primary Construction Advisor to the Owner resource taking lead responsibility for monitoring and coordinating all internal and external resources. EPS will closely monitor and coordinate all efforts of the Redeveloper, Architect, Engineer and other consultants throughout the lifecycle of the project.

### **PROJECT LEADERSHIP**

EPS understands that the prerequisite for a successful project is the ability of the Construction Advisor to the Owner to lead the team. Our strategy is to consider ourselves as one of your project Stakeholders. As your Construction Advisor to the Owner, we will be your one point-of-contact dealing with the supporting personnel of the project team. We understand that this will involve dealing with Senior Management, Stakeholders and supporting personnel across various departments and outside organizations. Our role is to integrate individual demands, requirements and limitations into decisions that benefit the overall project performance. Our dedicated Construction Advisory staff has the ability to address and support the project in an oversight role. The following are just a few samples of the project leadership characteristics of our team:

- Clear Project Leadership-One Point-of-Contact
- Problem Solving Abilities
- Ability to Handle Interpersonal Conflict
- Facilitate Group Decisions
- Presentations to Upper Management & Stakeholders
- Ability to Balance Technical Solutions Against Economic and Human Factors
- Ability to Communicate Clearly Under High Profile Challenges
- Innovative Thinking
- Task Leadership
- Risk Management
- Flexibility and Change Orientation
- Satisfying the Expectations of the Project Stakeholders
- Solid Experienced Principal & Senior Management History of Working Together in High Profile Projects

# Executive Summary

## **EXECUTIVE SUMMARY**

EPS has selected a staff which is extremely familiar with the work necessary to execute the project. Our team brings the experience necessary to monitor critical projects and has successfully completed both ground-up and refurbishment projects, as well as, remediation projects, similar in size and complexity as what requires.

We are proposing to continue with our lead Sr. Project Manager for throughout the project on a part-time basis that will consist of approximately 15-20 hours per week.

As an additional service, we have proposed to add our independent Estimating Services to our Construction Monitoring Service to parallel with the Construction activities. We see the Construction Monitoring and Cost Control as a key element to a successful project, this oversight step ensures that a project's budget is on track and the project is progressing and will be completed according to its planned scope.

Our team will be led by Kimberley Gillespie, Principal-in-Charge, LEED AP. Kimberley will provide executive oversight of our team's performance and will coordinate with to ensure complete transparency.

Ralph DeMarco, Technical Advisor, reports directly to Kimberley Gillespie. Ralph has previously spent 10 years with the NJ Division of Property Management and Construction (DPMC) and is well-versed in NJ Public Bidding Statutes, historical renovations as well as New Jersey Building Codes and Regulations.

## **Proposed Staffing Plan**

Our lead Sr. Project Manager is Bethany Russo. Bethany holds a Master of Science from Columbia University in Historic Preservation and a Bachelor of Arts in Architectural Studies from Hobart and William Smith Colleges. Bethany has extensive experience with various Theater Contractors and vendors in this specialized field. Her vast experience includes leading and directing the physical development of theatres to fulfill long-range project objectives. Bethany has managed the development and delivery of complex renovation and new construction projects funded through generous philanthropic gifts, grants, and annual capital allocation.

Our Chief Estimator, Kumar Sahadeo, has a strong multidisciplinary background with strategic, financial, operational, and engineering expertise. With over 30 years of experience, Kumar provides Estimating and Project Management services to various General Contractors and Sub-Contractors, including the preparation of multi-trade estimates and bid quotations to major General Contractor's, Nationally

Our Project Controls Administrator, Camille Hay, will provide Project Controls Services to keep your project on track and within budget by using systems to plan, schedule, budget, estimate, track and measure the performance of your project. Camille is located in our home office in East Brunswick, New Jersey.

## Why EPS?

***Celebrating 23 years in business!*** EPS' signature service is Project Controls. Some of our highlights are:

- We do not bait and switch; We guarantee the assigned team for the life cycle of the project contract through close-out. In addition, our dedicated Project Executive and Senior Management staff will continue to manage the oversight for this portfolio account.
- The commitment of top-level management with extensive organizational capabilities, supported by key staff carefully selected for and matched with the needs of this assignment.
- EPS' proven process, protocol and procedure guidelines strictly adhered to under our Quality Controls Manager with quarterly internal audits performed to ensure accuracy.
- Award Recognition in Project Management and Project Controls:
  - Certified Women-Owned Business
  - Ocean County College – reduced original budget by \$1M
  - Kean University – Reduced Project Portfolio Budget by 45%
  - L'OREAL – State of the Art Science Building – Reduced Original Budget by \$2M
  - Chilton Memorial Hospital – \$3.5 Million Give Back
  - Hunterdon Healthcare System, Medical Office Building, Radiation Lab, Diagnostic Facilities
  - Goldman Sachs "2.1M SF \$2.1B Ground-up with a Give back of \$200M"
- 100% Stellar Clean Record
- No Litigations within EPS' History
- No Pending Litigations/Lawsuits
- We Are Not a "Job Shop". EPS' philosophy is to create long-term careers with quality and leadership.
- 99% Client Retention, Pfizer; 12 years running
- Nimble, Privately Held and a Complete Neutral Client Advocate

## **PRE-CONSTRUCTION PHASE**

- EPS will work alongside of the project team to ensure that JCRA & the City is kept informed of the process during the pre-construction of the overall project. EPS' challenge is to control the costs and schedule. EPS will track all changes in the process.
- Monitor and coordinate the design with the Architects and Engineering service providers throughout the entire design process.
- Review the documentation for construction best practices, value and design engineering, general scope code compliance, and budgetary requirements.
- EPS will prepare a detailed Project Work Master Plan, within thirty (30) days of agreement, identifying major milestones/logistics phasing.
- Milestones include, but are not limited to, kick-off meeting, project team meetings and final program verifications, schematic document phase, design development and phase construction. Document phase and the submission of construction cost estimates.
- The overall schedule will also describe estimated code review and approval time(s), bidding, phasing, construction, and occupancy.
- Develop a schedule to indicate regular project meetings, which will be held as needed to maintain the progress of the project. These meetings, with representatives of the various departments and project team members involved, include preparation of meeting minutes.
- Monitor building systems and constructability with Redeveloper.
- Coordinate strategy and logistics for any temporary facility.
- EPS will assist coordination with the design team for review and verification of existing site conditions conflicts. Special attention will be given to the existing site infrastructure and the effect of construction on any adjacent property.
- EPS will perform continuous updating of the Cost Estimates provided by the Redeveloper/contractor throughout the decision process to ensure the decisions reflect the available budget.
- Monitor value engineering efforts and prepare report for consideration.
- Recommendations regarding any pre-purchased long lead items to support on-time completion.
- Assist JCRA & the City with preparation of all RFP's as it pertains to the Redevelopment project:
  - ◆ Construction Procurement Strategy
  - ◆ Clarify scope of trade responsibilities
  - ◆ Coordinate pre-bid conference site visits
  - ◆ Conduct pre-construction kick-off meetings with project team
- Monitor the Contractor, Architect and JCRA & the City in obtaining all required permit approvals by the authorities having jurisdiction.
- Monitor Aspire program and other funding reporting requirements required by Redeveloper.

## **CONSTRUCTION PHASE**

We are confident that this approach will provide JCRA & the City with the level of service it expects to oversee their investment while simultaneously obtaining a cost savings for the Construction Advisor to the Owner Services.

- The EPS Construction Advisor to the Owner will coordinate and manage the project through site visits and monitoring inspections.
- EPS will monitor and act as the point-of-contact for all communication for the Contractors in conjunction with the completion date from the project start.
- Monitor and offer comment to the master construction schedule and update with the focus on proactive analysis of alternative methods to maintain the completion date.
- Attend with the project team construction meeting with the Architect and Contractors.
- Interpret variances and or changed conditions and review them with Owner and Architect.
- Review Contractor's quality and quantity of work.
- Review and comment on Contractor's safety program and monitor OSHA compliance.
- Review all Construction Project Management schedules submitted by the General Contractor.

## **CONSTRUCTION PHASE** - Continued

- Chair various meetings, develop, minutes and maintain project records.
- EPS will provide the necessary project report and cash flow analysis to assist JCRA, the City in its need to obtain necessary bond draw down of funds.
- Monitor Redeveloper for timely completion of contract submittals:
  - ◆ RFI Procedure
  - ◆ Submittal approvals
  - ◆ Monthly reports to include:
    - \* Status of Permits
    - \* Construction Progress
    - \* Weekly Reports (Completion and Look-a-head)
    - \* Field Changes
    - \* Cost Reporting
    - \* Schedule Reporting
    - \* Aspire Program Reporting
    - \* Submittals
    - \* RFI Log
    - \* Inspection Reports
    - \* Contract Payments
- Review, along with A/E, contractors schedule of values and make recommendation for JCRA & the City approval.
- Coordinate and monitor all required Commissioning Agent Activities.
- EPS will effectively document, report, elevate, track, and monitor design issues and changes.
- Track issues and tasks from assignment to completion; Proactive campaign preventing Change Orders and cost escalation.
- Review all monthly invoices for progress payments submitted by the Construction Contractor for accuracy and consistency with the actual progress of work, revise or correct as needed, and make recommendations to the JCRA for payment.
- Monitor the Contractor's progress and identify issues that may be a potential delay and advise Owner.
- Evaluate contractor requests for change orders over \$10,000 and prepare independent cost estimates of proposed Change Orders for over \$50,000 (with Add Alternate), and make recommendations to the JCRA for approval, partial approval or rejection.
- Monitor Contractors individual project schedules to meet established completion dates.
- Monitor and coordinate construction/inspection walk-throughs with Architect and Contractor.
- Monitor the coordination of shop drawings submissions and Request for Information (RFI) on design specifications with Architect-of-Record (AOR).
- Oversee and monitor completion of pre-punch, post-punch and Contractor list items with Contractors.
- Provide digital photographs of construction progress and project conditions as required.
- Review and verify the Contractor's application and certification for payments recommendations
- Review the overall specifications on all building plans to assure the space is built to the quality of the specifications.
- Monitor pre- and post-punch list documentation for Contractor compliance and move-in schedule.
- Coordinate project close-out documentation and as-built drawings.
- Monitor the MBE/WBE requirements for the project to meet the goals of JCRA.
- Monitor compliance of the certified payroll information.

## **CHANGE ORDER ESTIMATING (ADD ALTERNATE)**

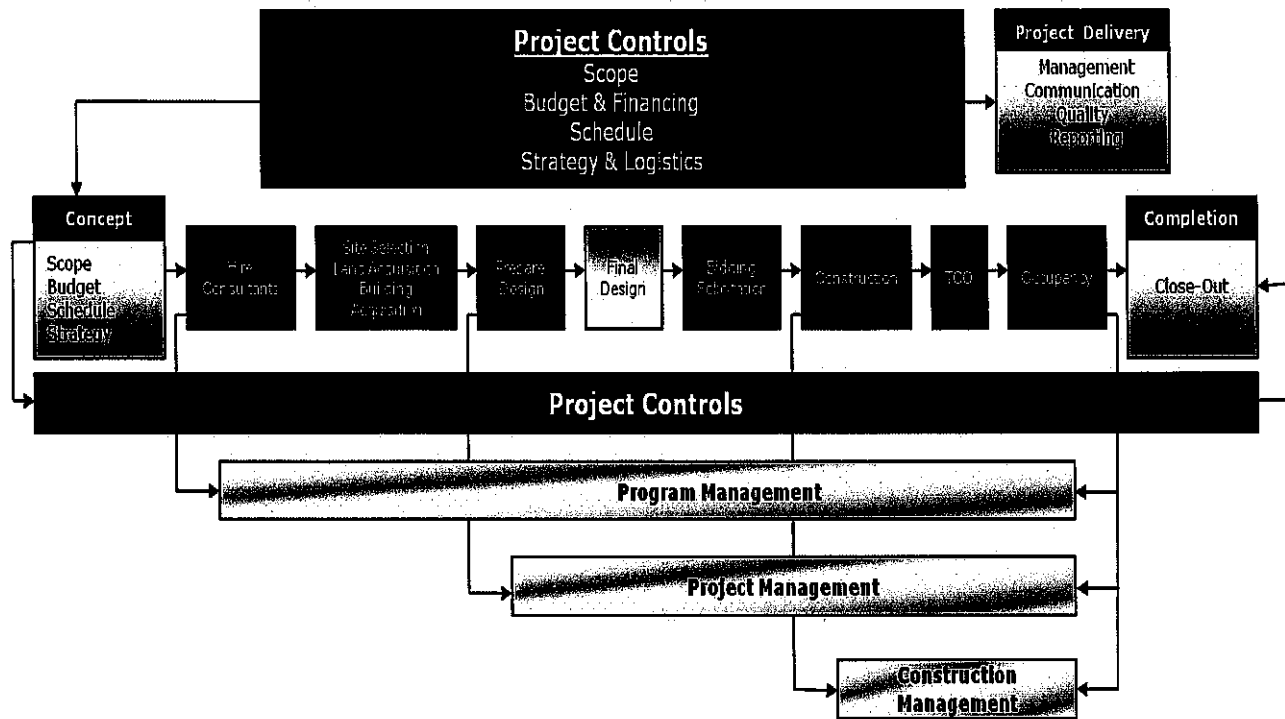
EPS will prepare and Independent Cost Estimates for any Change Orders over \$50,000 that the JCRA selects for an independent estimate. The Independent Cost Estimate will be an estimate of costs submitted by the Contractor that is separate from the architect and developer. The purpose of the estimate is to assist the JCRA in determining the reasonableness or unreasonableness of the proposed costs by the Developer/CM Contractor being evaluated. The Change Order Estimate can be used as a guide to validate the scope and proposed costs.

- These estimates will serve as the basis of the proposed submitted by the Contractor. EPS shall evaluate and check the accuracy the proposed change order for correct methodologies, assumptions used and for estimate reasonableness.
- EPS will review contract documents including shop drawings and shop drawing modifications to verify that materials are correctly estimated in the change orders and verify that the designer of record has approved them to be in accordance with the specifications.
- Review associated shop drawings that may be affected by Change Order work for coordination and verify that the A/E has approved any modifications.
- Prepare cost estimates for Change Orders and support Change Order negotiations.
- Prepare Change Order Cost Analysis including establishing a fair and reasonable cost for authorized changes. Estimate prices will be a composite of labor, material, and equipment, and will reflect prevailing construction rates in the location of the project
- Review all supporting data for the Change Order file, which includes pertinent contract drawing(s), specifications, shop drawings, site photos, contractor time and material tickets.
- Attend meetings with Consultants such as the Designer of Record, General Contractor, and/or other professionals employed by the project, as needed to review proposed work. Allowance for one (1) meeting at each estimate milestone will be included.
- Abide by all regulations imposed by funding sources.
- Provide a professional level of review of all deliverables to ensure quality, technical accuracy, and the coordination of all documents furnished by Contractor.
- Contractor shall, without additional compensation, correct or revise any errors in its documents and other services as directed by the JCRA.

## **PROJECT CLOSE-OUT**

- EPS will monitor and coordinate with the Architect and Redeveloper with the securing of the Close-out documentation from the Contractors and recommend acceptability.
- Review and verify the Contractor's application and certification for payments and make recommendations for payment. Review final payments and release of retainage.
- EPS will monitor the Architect with all records in the evaluation and inspection of building systems and provide a warranty schedule with expirations.
- Monitor and maintain an orderly business environment during the move and turnover phase after construction completion.
- Monitor Contractors' coordination all inspections with the code officials for the pre-final and final code inspections for Certificate of Occupancy.
- Assist owner and Architect as required in resolution of contract related problems and warranty repairs and disputes.
- Monitor commissioning agents with the contractor for the JCRA & the City facilities staff and Architect/Engineer.
- Provide project close-out report including all Change Orders, final cost and project summary.
- Monitor Redevelopers final reports.

## PROJECT CONTROLS



As part of our ever-changing demand of controlling project cost escalation and unforeseen variances and issues, EPS has designed a better plan to control for complex projects. Our firm has designed a way to keep your project on track and within budget. EPS' philosophy is to divide complex projects into a two-prong approach working collaboratively with Construction Management and Project Controls for top level initial planning, monitoring and control.

- Uniformity and consistency for all Projects.
- Project Controls ownership incorporates all Professional Services Management responsibilities.
- Project Controls integrates with other project disciplines and functions to provide a depth of services.
- Proven track record measurably reduces liability from claims and litigation.
- Project Controls; Controls budget creep, unnecessary Change Orders, eliminates over designing a/MEP and eliminates CM firms from increasing their margin.

Better control of the whole project is achieved through control of the components, which are referred to as work packages, activities and tasks. Project Controls are systems used to plan, schedule, budget, estimate, and track and measure the performance of a project. They are based on carefully defined processes and document controls, metric performance indicators and forecasting with capability to reveal trends toward cost overrun and or schedule slippage. EPS's tool for managing both budget and schedule is based on a MS Project and ProCore, however we can utilize any JCRA & the City's preferred software.

## **PROJECT CONTROLS** - Continued

Responsibilities include:

- Develop and Monitor Project Budgets
- Track and Administer Project Contracts and Scope
- Document Control System
- Control Change Orders, Change Management
- Project Related Accounts Auditing and Control
- Creation and Maintenance Project Progress Tracking Database
- Schedule Management
- Project Life Cycle Forecasting and Trending
- Financial Reporting (series of checks and balances)
- Problem Resolution
- Market Trending

With the ever-changing cost increases in both commodities and construction, it is important to document and track the costs on a regular basis at every phase of and throughout the duration of a project including the programming, design and construction phases, procedures for project control and recordkeeping become indispensable tools to managers and other participants in the construction process. These tools serve the dual purpose of recording the financial transactions that occur, as well as, giving managers an indication of the progress and problems associated with a project. The task of Project Control systems is to give a fair indication of the existence and the extent of such problems.

At EPS, we are constantly aware of the problems associated with resource utilization, accounting, monitoring and control during all phases of a project. We emphasize the Project Management uses of accounting information. It is important to note that interpretation of project accounts is generally not straightforward until a project is completed, and then it is too late to influence Project Management. Even after completion of a project, the accounting results may be confusing. Hence, EPS Project Managers are educated to fully understand the know-how to interpret accounting information for the purpose of Project Management. The process considers management problems thru the use of common accounting systems and conventions. EPS is well versed with the many systems that are available in our industry. We are somewhat flexible to be sure we incorporate the system(s) used by our client and the Construction Managers that we interact with on a regular basis. EPS has utilized many systems and, if need be, adapt to the software application of our client.

The limited objective of Project Control deserves emphasis. Project Control procedures are primarily intended to identify deviations from the project plan rather than to suggest possible areas for cost savings. This characteristic reflects the advanced stage at which Project Control becomes important. The time at which major cost savings can be achieved is during planning and design for the project. During the actual construction, changes are likely to delay the project and lead to inordinate cost increases. As a result, the focus of Project Control is on fulfilling the original design plans or indicating deviations from these plans, rather than searching for significant improvements and cost savings. It is only when a rescue operation is required that major changes will normally occur in the construction plan.

Finally, the issues associated with integration of information will require some discussion. Construction Management activities and functional concerns are intimately linked, yet the techniques used in many instances do not facilitate comprehensive or integrated consideration of project activities. For example, schedule information and cost accounts are usually kept separate. As a result, Construction Managers themselves must synthesize a comprehensive view from the different reports on the project plus their own field observations. In particular, managers are often forced to infer the cost impacts of schedule changes, rather than being provided with aids for this process. Communication or integration of various types of information can serve a number of useful purposes, although it does require special attention in the establishment of Project Control procedures.



## THE PROJECT BUDGET

For Cost Control on a project, the construction plan and the associated cash flow estimates can provide the baseline reference for subsequent project monitoring and control. For schedules, progress on individual activities and the achievement of milestone completions can be compared with the project schedule to monitor the progress of activities. Contract and job specifications provide the criteria by which to assess and assure the required quality of construction. The final or detailed cost estimate provides a baseline for the assessment of financial performance during the project. To the extent that costs are within the detailed cost estimate, then the project is thought to be under financial control. Overruns in particular cost categories signal the possibility of problems and give an indication of exactly what problems are being encountered. Expense oriented construction planning, and control focuses upon the categories included in the final cost estimation. This focus is particularly relevant for projects with few activities and considerable repetition such as site work and excavation.

## CONSTRUCTION COST TRENDING

It is extremely important for EPS Construction Advisor to the Owners to maintain knowledge of construction cost trending in many areas:

- Cost of commodities
- Cost of residential construction
- Construction activity throughout the country and nation
- Construction schedules and delays
- Delivery of long lead items, such as door hardware, structural steel, mechanical systems, HVAC units, gemstones, etc.
- Employment numbers
- Unit(s) negotiations
- Inflation in general

Tools that are used to maintain the knowledge are websites such as, McGraw Hill, Engineering News Record, industry cost increases and on-going discussions with trades groups, construction management and Contractors regarding trends.

## FORECASTING FOR ACTIVITY COST CONTROL

For the purpose of Construction Management and control, it is not sufficient to consider only the past record of costs and revenues incurred in a project. Good managers should focus upon future revenues, future costs and technical problems. Costs are generally reported in five categories, representing the sum of all the various cost accounts associated with each category:

- **Budgeted Cost** - The budgeted cost is derived from the detailed cost estimate prepared at the start of the project. The factors of cost would be referenced by cost account and by a prose description.
- **Estimated total cost** - The estimated or forecast total cost in each category is the current best estimate of costs based on progress and any changes since the budget was formed. Estimated total costs are the sum of cost to date, commitments and exposure. Methods for estimating total costs are described below.
- **Cost Committed and Cost Exposure** - Estimated cost to completion in each category is divided into firm commitments and estimated additional cost or exposure. Commitments may represent material orders or subcontracts for which firm dollar amounts have been committed.
- **Cost to Date** - The actual cost incurred to date and can be derived from the financial record keeping accounts.
- **Over or (Under)** - Amounts over or under the budget for each category is an indicator of the extent of variance from the project budget; items with unusually large overruns would represent a particular managerial concern. Note that variance is used in the terminology of project control to indicate a difference between budgeted and actual expenditures.

## **CONTROL OF PROJECT CASH FLOWS**

EPS has found that along with cost controls, it is important to assist our clients with development of information for the control of project costs with respect to the various functional activities appearing in the project budget. EPS' Construction Advisor to the Owner's are also involved with assessment of the overall status of the project, including the status of activities, financing, payments and receipts.

These various items comprise the project and financing cash flows. These components include costs incurred (as described above), billings and receipts for billings to owners (for Contractors), payable amounts to suppliers and Contractors, financing plan cash flows (for bonds or other financial instruments), etc. EPS reviews at a minimum the costs, billings, payables, and receivables of the project assisting the necessary cash flow required.

EPS utilizes different reports with varying amounts of detail and item reports would be prepared for different individuals involved in a project. Reports to upper management would be summaries, reports to particular staff individuals would emphasize their responsibilities (e.g., purchasing, payroll, etc.), and detailed reports would be provided to the individual Construction Advisor to the Owner's. Coupled with scheduling reports these reports provide a snapshot view of how a project is doing. Of course, these schedule and cost reports would have to be tempered by the actual accomplishments and problems occurring in the field. For example, if work already completed is of sub-standard quality, these reports would not reveal such a problem. Even though the reports indicated a project on time and on budget, the possibility of re-work or inadequate facility performance due to quality problems would quickly reverse that rosy situation.

## **SCHEDULE CONTROL**

In addition to Cost Control, the Cost Control Manager will assist the Project Managers concentrating considerable attention to monitoring schedules. Construction typically involves a deadline for work completion, so contractual agreements will force attention to schedules. More generally, delays in construction represent additional costs due to late facility occupancy or other factors. Just as costs incurred are compared to budgeted costs, actual activity durations may be compared to expected durations. In this process, forecasting the time to complete particular activities may be required.

In evaluating schedule progress, it is important to bear in mind that some activities possess float or scheduling leeway, whereas delays in activities on the critical path will cause project delays. In particular, the delay in planned progress at times may be soaked up in activities' float (thereby causing no overall delay in the project completion) or may cause a project delay. As a result of this ambiguity, it is preferable to update the project schedule to devise an accurate portrayal of the schedule adherence. It is also important to note that the owner owns the float in a schedule not the Contractor.

## **SCHEDULE AND BUDGET UPDATES**

The Cost Control Manager is responsible for scheduling and project planning as an activity that continues throughout the lifetime of a project. As changes or discrepancies between the plan and the realization occur, the project schedule and cost estimates will be modified, and new schedules devised.

At all times the Cost Control Manager will consider the effects on a project if it is to be a "fast track" project, initial construction activities begin before the facility design is finalized. In this case, special attention must be placed on the coordinated scheduling of design and construction activities.

Even in projects for which the design is finalized before construction begins, Change Orders representing changes in the "final" design are often issued to incorporate changes desired by the Owner.

## **SCHEDULE AND BUDGET UPDATES** - Continued

The Cost Control Manager will perform periodic updating of future activity durations and budgets, this is especially important to avoid excessive optimism in projects experiencing problems. If one type of activity experiences delays on a project, then related activities are also likely to be delayed unless managerial changes are made.

Construction projects normally involve numerous activities which are closely related due to the use of similar materials, equipment, workers or site characteristics. Expected cost changes should also be propagated throughout a project plan. In essence, duration and cost estimates for future activities should be revised in light of the actual experience on the job. Without this updating, project schedules slip more and more as time progresses.

Project cost control managers continually update scheduling system discrepancies, diagnosing the cause, forecasting the effect, and propagating this effect to all related activities.

Project Cost Control Managers track Change Orders and possible Change Orders by comparing original construction contract amounts and scope of work as well as how much contingency may be available. By utilizing various spreadsheets, the controls manager will also be able to track the Contractors pay based on percentage complete of scope of work. In addition, tracking of Architectural and Engineering expenses will be maintained to make certain contract and reimbursable expenses are within the developmental budget.

## **PROJECT CHANGE CONTROL SYSTEM**

The Change Control process is fundamental to the successful delivery of any project. Our Change Control process ensures that each change introduced to the project environment is appropriately defined, evaluated and approved prior to implementation.

Our Change Control procedure will be introduced at the onset of the project, through the implementation of five key processes:

- A formal process for the submission and receipt of change requests
- A formal process for the review and logging of change requests
- A formal process for the determination of the feasibility of change requests
- A formal process for the approval of change requests
- A formal process for the implementation and closure of change requests

This process allows the EPS project manager to review the change order and determine whether or not it is feasibility and required for the project. The Change Order is recorded in the log in our database within which all requests for changes are registered and tracked through to resolution.

The project manager identifies the requirement for change to any aspect of the project (e.g. owner scope, deliverables, schedules, budget, expenditure, organisation, etc.) and distributes the form to the Architect of Record with a summary of the change required, including:

- Change description
- Reasons for change
- Benefits of change
- Costs of change
- Impacts of change
- Supporting documentation

## **APPROVAL OF CHANGE REQUEST**

This process involves the formal review of the change request, by the AOR. The AOR will choose one of the following outcomes regarding the change proposed:

- Reject the change
- Request more information related to the change
- Approve the change as requested
- Approve the change subject to specified conditions

The change decision will be primarily based on the following criteria:

- Risk to the project in implementing the change
- Risk to the project in NOT implementing the change
- Impact to the project in implementing the change (time, resources, finance, quality)

The Change Order is then reviewed with the Owner by the Construction Manager for final determination and authorization.

## **QUALITY CONTROL**

EPS' philosophy regarding quality control in construction typically involves ensuring compliance with minimum standards of material and workmanship in order to ensure the performance of the facility according to the overall design. These minimum standards are drawn from the construction documents. During the design process EPS reviews the specifications to ensure the standards are in place to achieve a quality product. In addition, EPS requests random samples of the materials that are outlined in the construction documents for accepting or rejecting materials specified for the project. During the construction process, EPS will alert the project team of any rejections on non-conformance or violation of the relevant design specifications.

An implicit assumption in these traditional quality control practices is the notion of an acceptable quality level which is an allowable fraction of defective items. Materials obtained from suppliers or work performed by an organization is inspected and passed as acceptable if the estimated defective percentage is within the acceptable quality level. Problems with materials or goods which may be required to be replaced are corrected and documented to the project team.

In contrast to this traditional approach of quality control, it is the goal of EPS to achieve total quality control. In this approach, no defective items are allowed anywhere in the construction process.

EPS' total quality control is a commitment to quality expressed in all parts of the construction and typically involves many elements. For example, design reviews to ensure safe and effective construction procedures are a major element. Other elements include communication, extensive training for personnel, and shifting the responsibility for detecting defects from quality control inspectors to workers. Material suppliers are also required to ensure zero defects in delivered goods. Initially, all materials from a supplier are inspected and batches of goods with any defective items are returned. Suppliers with good records can be certified and not subject to complete inspection subsequently.

## **QUALITY OBJECTIVES**

- This document establishes the Quality Control Plan to be instituted by EPS for all construction projects.
- Verify that all provisions have been made to provide required control testing.
- Monitor the design, and the Contractor's daily work progress.
- Valid dimensional requirements with decision team.
- Visually inspects materials received on-site for proper documentation, completeness, and condition.

## **QUALITY OBJECTIVES** - Continued

- Observe all required tests such as, mechanical and electrical to verify that they are in compliance with the specifications.
- Ensure the completion of all deficiencies in materials and workmanship in a timely manner.
- Maintain a document control file.
- Work closely with all testing agencies and Contractors to verify that all required tests are scheduled and able to be performed.

## **QUALITY POLICIES**

EPS' Quality Plan will ensure a uniform high-quality level of workmanship through all phases of construction, including planning, construction and turnover. To meet this goal, the following principles will be observed:

- Ensure the highest level of quality by monitoring Contractors.
- Quality Control Procedures and Practices.
- Establish clearly defined responsibility and authority for compliance.
- Meet contractual requirements by conformance to Contract Documents and applicable standards.
- Complete and maintain accurate records of inspections and tests.
- Identify and advise the Consultant of quality related non-conformance for timely corrective action. Ensure that corrective action is properly implemented and documented.
- Maintain procedures to ensure that quality requirements are communicated to all levels of the field organization, including trade Contractors.

## **DUTIES & RESPONSIBILITIES**

- Establish and maintain documented procedures to control documents and data that relate to this quality assurance for the construction work. Also, ensure the latest issue of drawings is being used by the project team.
- Coordinate with Consultant Inspectors and all testing and field personnel to assure compliance with all quality control requirements of the contract documents.
- Verify that quality control efforts of trade Contractors and suppliers correspond with the overall quality control procedures.
- Non-conforming work shall be brought to the immediate attention of the project team, for correction. Copies of all reports to be provided to the Quality Control Coordinator on the day of the inspection. If not corrected to the satisfaction of the proper design authority, non-conforming work shall be reported to the Owner.

## **REVIEW OF CONSTRUCTION WORK**

- EPS will carry out a general review of the construction work at intervals appropriate to the stage of construction.
- The general review of construction will be carried out and will include the following:
  - Periodic site visits to review the progress of the work and to determine if it is in conformance with the issued contract documents.
  - Record and bring to the attention of the project team any deficiencies found during site visits, leaving a written record of inspection on-site on day of inspection, together with any recommendations for remedial action which may be required.

## **REVIEW OF CONSTRUCTION WORK** – Continued

### **CONSTRUCTION INSPECTION & TESTING PLAN**

- Monitor and bring to the attention of the project team any items and deficiencies noted to work by Structural, Mechanical, Electrical trades which may be observed during site visits.
- Review reports by other consultants where appropriate.
- Review mock-ups and field samples of work for compliance with drawings and specifications, and report to JCRA any deficiencies, if necessary, recommend quality control standards for the work.
- Review work during the course of construction, on a random sampling basis for conformance with the requirements of the documents and good acceptable trade practices.
- Review finished areas of work for acceptance, recording deficiencies.
- Monitor the quality control/assurance work of other Consultants (Structural, Mechanical, Electrical, and other) to ensure consistency of approach, level of quality assurance and reporting documentation.

### **OPERATING AND MAINTENANCE MANUALS**

Monitor the submission of all Paper and electronic copies of the completed "Operating and Maintenance Manuals" for the Facility Management Operators in accordance with the Project Agreement. Separate volumes will be made for:

- Architectural (including site work).
- Mechanical.
- Electrical.

### 3. Resumes/Key Team Members

# EPS Organizational Chart







## Kimberley Gillespie

Principal-in-Charge

Ms. Gillespie's vision for Economic Project Solutions, Inc. began approximately twenty-two years ago. Since the humble beginnings of EPS, she has grown the company into a multi-million-dollar Construction/Project Management firm for a range of clients consisting of Fortune 500 clients, academic, life sciences, hospitality, private developers and investors. Ms. Gillespie will monitor the efforts of the Economic Project Solutions, Inc. project team to ensure project performance is consistent with the expectations of our clients.

### EDUCATION

Masters Mechanical Engineering  
BS Construction Management

### CERTIFICATIONS

WBENC  
WBE (NY/NJ)  
DPMC  
EMPIRE STATE DEVELOPMENT  
LEED  
NJSDA  
NJ Transit  
NYCSCA  
OSHA  
PANYNJ  
PMI  
SBE NJ

### PROJECT EXPERIENCE

<b>Verizon Communications</b>	Multiple Locations, Globally	325,000,000 SF
<b>Bank of New York Mellon</b>	Multiple National Locations, USA	14,000,000 SF
<b>Walmart Stores, Inc.</b>	Multiple Locations, USA	4,950,000 SF
<b>JP Morgan Chase</b>	Multiple National Locations, USA	3,000,000 SF
<b>Atlantic Health System</b>	Multiple Locations, USA	2,700,000 SF
<b>Regeneron</b>	Rensselaer, NY USA	2,575,000 SF
<b>Kaplan University</b>	Multiple Locations, USA	2,500,000 SF
<b>MetLife</b>	Multiple Locations, Globally	2,400,000 SF
<b>Goldman Sachs</b>	Multiple Locations, USA	2,100,000 SF
<b>Morgan Stanley</b>	Multiple Locations, Globally	2,000,000 SF
<b>PBC/IDB</b>	New York, NY USA	1,180,000 SF
<b>LeFrak Organization</b>	Multiple Locations, USA	1,750,000 SF
<b>Sprint</b>	Multiple Locations, USA	1,750,000 SF
<b>Pfizer Corporate Hdqtrs</b>	Multiple Locations, USA	1,600,000 SF
<b>Cooper Hospital</b>	Multiple National Locations	1,200,000 SF
<b>RWJBarnabas Health</b>	Multiple Locations, USA	1,200,000 SF
<b>Port Authority of NY/NJ</b>	Jersey City, NJ USA	725,000 SF
<b>Syneos Health</b>	Multiple Locations, USA	525,000 SF
<b>Philadelphia Court House,</b>	Philadelphia, PA USA	510,000 SF
<b>Stevens Institute of Technology</b>	Hoboken, NJ USA	475,000 SF
<b>Kean University</b>	Union, NJ USA	450,000 SF
<b>Fortress Investment</b>	Multiple Locations, USA	400,000 SF
<b>NYCEDC</b>	New York, NY USA	325,000 SF
<b>Brookfield Office Properties</b>	New York, NY USA	190,000 SF
<b>L'Oréal USA</b>	Clark, NJ USA	160,000 SF
<b>Biomat Spine &amp; Bone Healing</b>	Parsippany, NJ USA	100,000 SF
<b>Hunterdon Health Care</b>	Multiple Locations, USA	95,000 SF
<b>Barclays Capital</b>	Jersey City, NJ USA	75,000 SF
<b>Purchase College</b>	Purchase, NY USA	75,000 SF
<b>NJTPA</b>	Newark, NJ USA	50,000 SF
<b>Rutgers, State University of NJ</b>	Camden, NJ USA	27,000 SF
<b>MetLife Stadium</b>	Secaucus, NJ USA	10,000 SF
<b>Madison Square Garden Co.</b>	New York, NY USA	7,500 SF



## Ralph DeMarco

### Technical Advisor

Mr. DeMarco has led the organization for major client projects such as Walmart, MetLife, L'Oreal, Rutgers, and Goldman Sachs. Mr. DeMarco brings over 30 years of experience in working with state government, higher educational and commercial projects. Mr. DeMarco will have the lead responsibility and accountability to EPS for the project and provide oversight to the project team.

Prior to joining EPS, Ralph was Director of Construction Operations for a well-known modular/contractor specializing in educational, governmental, Telecommunication and data centers. Ralph spent ten years of his career in the public sector where he held several positions in the New Jersey Division of Property Management and Construction in the Department of Treasury. He held the position of Manager of Maintenance and Engineering for the State Capitol Complex overseeing the maintenance operations to support over 5 million SF of state-owned office real estate.

During his career, Ralph was a member of the faculty as an adjunct instructor for Penn State University where he taught over 50 evening continuing education courses in project management and construction administration and develop several custom project management courses for PECO Energy for in-house training for their engineering and facilities staff.

### EDUCATION

Master of Business  
Administration, Monmouth  
University  
BS Electrical Engineering  
Technology, College of New  
Jersey

### AFILIATIONS

APE  
ICSC  
Certified Plant Engineer  
Penn State Adjunct Faculty  
Instruction for Construction and  
Project Management

### HIGHER EDUCATION PROJECTS

Rutgers University  
Ocean County College  
Kaplan University  
Penn State University  
Richard Stockton College  
Kean University  
Princeton University

### PROFESSIONAL EXPERIENCE

#### OCEAN COUNTY COLLEGE:

Project Executive for the construction and renovation of the College's Planetarium, ground-up construction of a warehouse addition and infrastructure upgrade project.

#### STATE OF NEW JERSEY, CAPITOL COMPLEX:

Ralph has served as Manager of Engineering and Maintenance for over 5,000,000 SF of public property consisting of mid-rise office buildings, laboratories, museums, libraries, legislative chambers and public grounds, Responsible for overseeing a staff of 70, including, engineering, facility maintenance, project management for capital projects, building and grounds maintenance, tenant improvements, and infrastructure upgrades. Ralph initiated an enhanced preventative maintenance program reducing building service calls while improving indoor environmental conditions under limited budget resources. Ralph oversaw the implementation of the transition from the phase-out of in-house trade services to outsourced trades resources throughout the capitol complex for building and preventative maintenance services.

#### STATE OF NEW JERSEY, DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION:

Managed and administered multiple design and construction projects for New Jersey Department of Treasury DPMC. Led the Design and Construction group with responsibility of over \$100 million in capital construction projects for Department of Education, Transportation, Human Services, Environmental Protection and NJ State Police. Supervised design consultants during the programming, design, and construction phase to ensure budgets, deadlines, regulations and contracts were followed. Major projects included new NJ State Police Troop "A" Headquarters, cell expansions for Northern State Correctional, five new DOT vehicle and road maintenance facilities, restoration of Liberty State Park. Led the development of the first DPMC design build contract for a new 150 bed Forensic Hospital. Developed the first design build general conditions, program and bid package for the Department of Property Management and Construction.

## Ralph DeMarco

Technical Advisor

### THE MADISON SQUARE GARDEN COMPANY

Executive oversight for Program Management Services, bringing full transparency by mobilizing an entirely different construction delivery platform; direct multiple subs (contracts held by the client) while managing the entire process from conceptual through close-out. Eliminating the GC/CM model along with the overhead and profit mark-up, which ultimately ranges in the 15%-25% savings.

### ADDITIONAL EPS PROJECTS

- **Drew University**, Project Management Services for \$5M Campus Renovations
- **LeFrak Organization**, Construction Project Management Services & Construction Services for a Guaranteed Maximum Price, 3-year On-Call Agreement
- **MetLife**, Global Project Management for 32M Portfolio
- **Northern Jersey Transportation Planning Authority (NJTPA)**, Project Management and Move Management Services
- **NYCEDC**, On-Call Agreement
- **Ocean County College**, Project Management Services for Campus Renovations



## Bethany Russo

### Senior Project Manager

Bethany Russo is a process driven Project Management professional, sheparding assignments successfully from planning stage through closeout while managing all aspects of plan. With over 20 years of experience, Ms. Russo has been a strategic project coordinator on public/private ventures, managing permits and governmental approval processes, supervising preservation, planning and design aspects of long-term capital projects, prepare funding agreements, budgets, construction schedules, presentations, and property agreements.

### PROJECT EXPERIENCE

#### EDUCATION

- Master of Science (MS),  
Historic Preservation,  
Columbia University
- Bachelor of Arts (BA),  
Architectural Studies, Hobart  
and William Smith Colleges

#### PROFESSIONAL AFFILIATIONS

- American Planning  
Association
- United States Green  
Buildings Council
- Morris County Historic  
Preservation Commission,

#### LINCOLN CENTER DEVELOPMENT PROJECT

- Supervised agencies' approvals and project logistics. Ensured construction continued, while Center remained open for performances. Prepared presentations and presented design updates, construction reports, and logistic details to client, community organizations, and outside agencies.
- Strategized with city agencies on all approval, compliance and funding issues, ensuring project continued to goal.
- Coordinated with design team on design development and materials required by involving agencies for all approvals.
- Directed removal, restoration, and re-installation of all Lincoln Center-owned artwork that was affected by Redevelopment project.
- Acquired 21 trees for North Plaza and coordinated logistics of craning into final location, supporting overall landscaping plan.
- Managed the physical renovation of Atrium, a Privately Owned Public space, including assisting with legal agreements, coordinating approvals process between Williams Tsien Architects and outside agencies, preparing LEED certification documentation, and coordinating with Lincoln Center's staff.
- Coordinated approvals and installation of donor and way-finding signage systems, recognizing donor contributions, and helping people find their way throughout campus.

#### MTA-NEW YORK CITY TRANSIT

- Staff Analyst for Capital Planning designing station alternatives. Produced presentation drawings. Coordinated external meetings and follow-up and wrote scopes of work.
- Prepared scope of work and requests for proposals, for the 7-Train Extension project.
- Managed design consultants, preparing feasibility studies for Flatbush Avenue Terminal and Court Square Transfer.

#### TOPGOLF

- Primary contact for all owner, building, and government tasks. Coordinating with contractor to ensure restaurant and Topgolf space are installed as designed and are fully operational prior to public opening.

#### NEWMARK GRUBB KNIGHT AND FRANK

- Oversaw all logistics for commercial, ground -up and interior fit-out construction projects. Ensured that clients were represented throughout the project phases from design through build-out. Managed all client's direct vendors' scope-of-work and project accounting.

#### EDISON PROPERTIES, LLC, Newark, NJ 2013-2015

- Coordinated design of buildings and signage for Manhattan Mini Storage locations. Designed and installed way-finding and signage systems for ParkFast capital projects.
- Served on team, researching, strategizing, and overseeing design of development projects.
- Assisted construction team, working as design liaison.



## Bethany Russo

### Senior Project Manager

#### **ALLIANCE FOR DOWNTOWN NEW YORK, INC.**

- Oversaw all daily construction coordination logistics between Alliance contractors and city projects. Directed contractors on day-to-day repairs in collaboration with applicable city agencies and utilities. Kept infrastructure in state of good repair. Skilled at drafting scopes of work, requests for bids/proposals, contracts, and memoranda of understandings. Negotiated bid process from pre-bid conferences to contract terms and conditions.
- Supervised \$20 million streetscape project, within budget, including design team, contractors, construction manager and 40 property owners.
- Negotiated with property owners, contractors, and New York City, addressing complex property issues.
- Assisted in writing successful \$4 million grant for construction.
- Managed design and production of brochure for Canyon of Heroes parades.
- Represented Alliance to property owners and city agencies for Stone Street Historic District revitalization project, helping produce design guidelines for owners.





## KUMAR SAHADEO

### Chief Estimator

Mr. Sahadeo provided Estimating and Project Management services to various General Contractors and Sub-Contractors, including the preparation of multi-trade estimates and bid quotations to major General Contractor's in the New York/New Jersey area. His vast experience includes the preparation of requisitions for work on all work packages, technical assistance in formulating project schedules, means and method for executing projects, subcontractor's compliance with all contract documents, insurances, permits and safety procedures.

### PROFESSIONAL EXPERIENCE

Prepare, multi-trade estimates and bids for major New York and New Jersey projects. Prepare general take-offs, solicit and review subcontractor's bids for major projects. Contract negotiations with clients and major General Contractors. Coordinate and execute multi trade operations for high-end residential and office modifications. Review and process contractor's invoices. Estimating and project management services to various General Contractors and Sub-Contractors. Purchase multiple trades for a \$275M dollar project, including soliciting and evaluating bids prior to award.

Purchasing agent for a \$125M dollar rehabilitation and conversion of abandoned health facility to high end residential housing units in Jersey City, New Jersey. Prepare bid documents, review and prepare bids for various projects. Prepare Requisition for all work packages. Provide technical assistance in formulating project schedules and means and method for executing project. Monitor and follow-up of contract submittals, fabrications and scheduling work on-site. Ensure subcontractor's compliance with all contract documents, insurances, permits, safety procedures. Review all subcontractors' submittals and shop drawings. Review all subcontractors' submittals and shop drawings.

PM for general construction work for TSA/Boeing Baggage Screening major international airports. Prepare and review submittals for on-going projects.

Prepare detailed project schedules, and monitoring projects during construction.

Field Engineer responsible for planning daily work schedules and monitoring work.

PM/Client Representative for various Large scale Housing Projects ranging from 500 to 2,500 housing units.

Design and build wastewater treatment facilities for various low/moderate income housing developments. Responsible for resource allocation for various state funded housing and urban development project.

### PROJECT EXPERIENCE

<b>Verizon Communications</b>	Multiple Locations, Globally	325,000,000 SF
<b>Bank of New York Mellon</b>	Multiple National Locations, USA	14,000,000 SF
<b>JP Morgan Chase</b>	Multiple National Locations, USA	3,000,000 SF
<b>Atlantic Health System</b>	Multiple Locations, USA	2,700,000 SF
<b>Regeneron</b>	Rensselaer, NY USA	2,575,000 SF
<b>Kaplan University</b>	Multiple Locations, USA	2,500,000 SF
<b>MetLife</b>	Multiple Locations, Globally	2,400,000 SF
<b>Goldman Sachs</b>	Multiple Locations, USA	2,100,000 SF
<b>Morgan Stanley</b>	Multiple Locations, Globally	2,000,000 SF
<b>PBC/IDB</b>	Multiple Locations	1,180,000 SF
<b>LeFrak Organization</b>	Multiple Locations, USA	1,750,000 SF
<b>Port Authority of NY/NJ</b>	Jersey City, NJ USA	725,000 SF
<b>L'Oréal USA</b>	Clark, NJ USA	160,000 SF
<b>Biomet Spine &amp; Bone Healing</b>	Parsippany, NJ USA	100,000 SF
<b>Hunterdon Health Care</b>	Multiple Locations, USA	95,000 SF
<b>NJTPA</b>	Newark, NJ USA	50,000 SF
<b>Rutgers, State University of NJ</b>	Camden, NJ USAUSA	27,000 SF
<b>MetLife Stadium</b>	Secaucus, NJ USA	10,000 SF



## Camille Hay

### Project Controls Administrator

Camille is a dedicated, resourceful, detail oriented and enthusiastic individual who is comfortable with being the 'go to' person for any and all things related to finance operations. Over 20 years of experience providing consistent, thorough and skillful staff management, guidance and executive support. Having a proactive and flexible approach to juggling multiple priorities, and ability to work autonomously and take ownership of all aspects of a task or project.

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### PROJECT EXPERIENCE

#### ECONOMIC PROJECT SOLUTIONS, INC.

- Closely monitoring Cost Controls for multiple clients.
- Works closely with the management on all financial aspects of the firm
- Timesheet preparation
- Generates customized financial reports
- Assists invoice protocols
- A/P and A/R
- Reviews and evaluates all client contracts
- Assists in negotiation of vendor contracts and insurance policies
- Perform special projects as needed.
- Responsible for production of miscellaneous business correspondence.
- Data entry and maintenance of databases in QuickBooks, MS Outlook and other databases.
- Schedule and confirm appointments with high level contacts
- Develop relationship with clients and vendors
- Assists in scheduled monthly billings
- Keep record of financial transactions for establishment, using calculator and computer: Verify, allocate, and post details of business transactions to subsidiary accounts in journals or computer files from documents, such as sales slips, invoices, receipts, check stubs, and computer printouts.
- Summarize details in separate ledgers or computer files and transfers data to general ledger, using calculator or computer.
- Compile reports to show statistics, such as cash receipts and expenditures, accounts payable and receivable, profit and loss, and other items pertinent to operation of business.
- Compute, type, and mail monthly statements to clients.
- Assist in financial transactions kept, such as Accounts-Receiveable (clerical), and Accounts-Payable (clerical).
- Responsible for American Express reconciliation

#### SPRINT

- Sprint Portfolio Administration for 500+ retail store roll-out throughout the United States.
- Assisting with the execution of the Sprint Octagon Retail Store COR Program to improve customer experience and increase sales.
- Supporting the Sprint roll-out team of two (2) executives and eight (8) Project Managers.
- Provide daily reporting to communicate project status to senior management.
- Assisting Project Managers with Project Management, Contract and Lease Negotiations, Acquisition Management, Legal Compliance, Portfolio Optimization, Market Analysis & Team Development.
- Closely tracks all transaction activity accounts for all savings results achieved on behalf of clients.
- Monitors the real estate project tracking system to ensure timely transaction completion.

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### EDUCATION

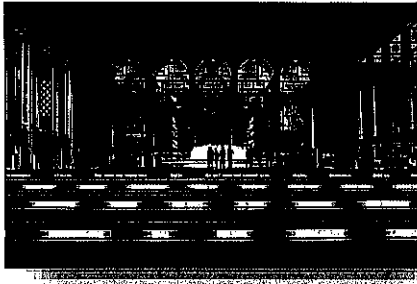
- B.S. in Accounting, Union College



## 4. Highlighted Experience



### Comprehensive Facilities Services



**Client:** LINCOLN CENTER

**Project Services:** Lincoln Center Development Project

**Construction Budget:** \$49 Million

**Summary of Services:** EPS provided Construction Management Services as the center launched construction on a major redevelopment plan that modernized, renovated, and opened up its campus. Project responsibilities included supervised agencies' approvals and project logistics while ensuring construction continued, while Center remained open for performances. Strategized with city agencies on all approval, compliance and funding issues, ensuring project continued to goal, coordinated with design team on design development and materials required by involving agencies for all approvals, directed removal, restoration, and re-installation of all Lincoln Center-owned artwork that was affected by Redevelopment project, acquired 21 trees for North Plaza and coordinated logistics of craning into final location, supporting overall landscaping plan, managed the physical renovation of Atrium, a Privately Owned Public space, including assisting with legal agreements, coordinating approvals process between Architects and outside agencies, preparing LEED certification documentation, and coordinating with Lincoln Center's staff.



**Client:** NEW YORK CITY ECONOMIC DEVELOPMENT CORP (NYCEDC)

**Project Services:** Audubon Ballroom

**Construction Budget:** \$16 Million

**Summary of Services:** Provided Full Construction Management/Owner's Representative Services for Audubon Ballroom Building which is owned by the City of New York and leased to NYCEDC. Our services included, renovation of the core facilities including ground floor and Cellar, expediting services, inspection services and construction management services for the original façade which was made in a museum honoring Malcolm X and was preserved restored, and protected.



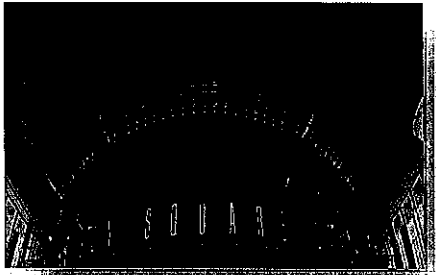
**Client:** CONFIDENTIAL OFFICE ON W. 33RD ST. FOR FISA/OPA'S NEW CORPORATE FACILITY

**Project Services:** Owner's Representative Services; 3-year On-Call Agreement

**Construction Budget:** \$9.2 Million

**Summary of Services:** EPS was the Owner's Representative/Construction Project Management partner for the relocation and build-out of FISA's new facility. Working closely with DCAS FISA/OPA to provide the proper Project Management, Value Engineering, cost and schedule confidence that these projects are properly budgeted, scheduled, designed and constructed to achieve the company's mission.

Fast-track scheduling and Value Engineering to meet the project delivery needs. Complete build-out of the third floor as new tenant space and for existing fourth floor. EPS provided a \$1.8 Million give back to the client.



**Client:**

**THE MADISON SQUARE GARDEN COMPANY**

**Projects Services:**

Program Management National Account

**Construction Budget:**

\$352 Million CapEx

**Summary of Services:**

EPS was contracted by Madison Square Garden as their Program Management Firm. We have been working successfully in the marketplace bringing full transparency to our clients by mobilizing an entirely different construction delivery platform; direct multiple subs (contracts held by the client) while we manage the entire process from conceptual through close out. This not only provides our clients full transparency it eliminates the GC/CM model along with the overhead and profit markup, which ultimately ranges in the 15%-25% savings.

In addition to Madison Square Garden, EPS' services include work for the Hulu Theater & The Sphere in Las Vegas, Nevada.



**Client:**

**HULU THEATRE AT MADISON SQUARE GARDEN**

**Projects Services:**

Program Management National Account

**Construction Budget:**

\$352 Million CapEx

**Summary of Services:**

As with Madison Square Garden, EPS was also contracted with the Hulu Theatre as their Program Management Firm for this capacity improvement project to fill a gap in the event market for a venue with a 3000-6000 capacity (Seated and GA).

Our services have included, reviewing the Architects' schematic drawings and Schematic Design Cost Estimate for the Hulu Theater which included a full peer review to provide further clarity to Madison Square Garden (MSG).



**Client:**

**OCEAN COUNTY COLLEGE**

**Project Services:**

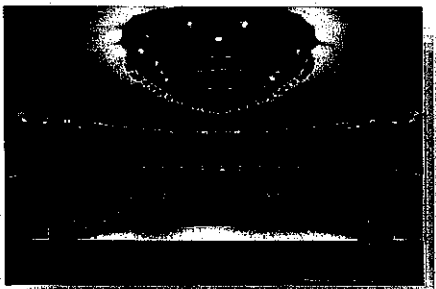
Various Projects

**Construction Budget:**

\$1.5M & \$3.5M, respectively

**Summary of Services:**

Provided Construction Management services for the addition of new administrative and faculty office. In addition, a full gut and renovation of the Robert J. Novins Planetarium which included an addition of the lobby entrance, installation of two flat-panel televisions with virtual 3-D video space, and state-of-the-art surround sound in the 100-seat auditorium. The building also contains a classroom, offices, gift shop and workrooms.



**Client:**

**DREW UNIVERSITY**

**Project Services:**

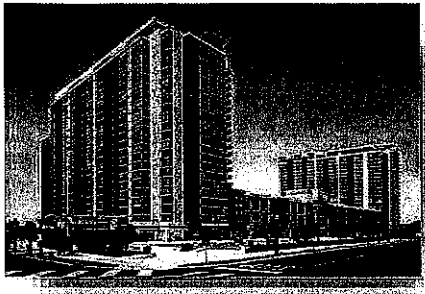
Various Projects

**Construction Budget:**

\$75K-\$2 Million

**Summary of Services:**

EPS provided Construction Management Services for the historic Drew University's new Concert Hall located inside the Dorothy Young Center for the Arts. This 450-seat hall with a lobby connecting to the existing arts and theater wing was constructed. The addition is sited adjacent to the campus' historic forest, in view of Drew's main campus building. The new hall incorporates state-of-the-art architectural acoustic design and serves as a teaching and performance space for the University's accomplished music department and provides a resource for the community and surrounding region. Other projects included, The Tilghman House Renovation, Residence Hall Improvements



**Client:**

**THE LEFRAK ORGANIZATION**

**Project Services:**

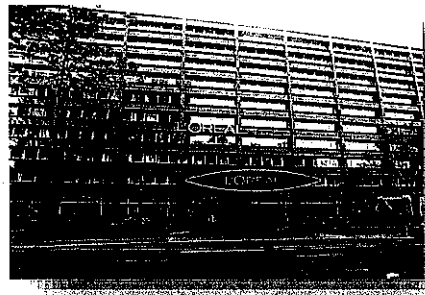
Harrison Residential Tower Parking Garage & Amenities Upgrade; Construction Project Management Services & Construction Services for a Guaranteed Maximum Price; 3-year On-Call Agreement

**Construction Budget:**

\$8.9 Million

**Summary of Services:**

Construction Project Management Services and MEP Infrastructure Upgrades for Multiple Buildings in Franklin, New Jersey including, The Harrison Tower parking garage which is a two-level parking structure built adjacent to the Harrison Tower Apartments building. EPS provided oversight and Value Engineering throughout the entire Pre-Construction and Design phases of both Phases I and II.



**Client:**

**NORTHERN JERSEY TRANSPORTATION PLANNING AUTHORITY (NJTPA)**

**Project Services:**

Project/Construction/Move Management Services

**Construction Budget:**

\$3 Million

**Summary of Services:**

EPS was chosen as NJTPA's Project/Construction Management Services consultant to act on its behalf for the renovation and expansion of its office space in Newark, New Jersey. Tasks included planning, programming, project budgeting and scheduling, coordinating phasing of activities and procurements, drafting solicitations for architectural\engineering and construction services, managing\overseeing design and construction, creating punch lists, and facilitating project close-out.



**Client:**

**BRONX POST OFFICE, 558 GRAND CONCOURSE, BRONX, NY 10451**

**Project Services:**

Owner's Representative Services/Project Controls/Integrity Monitoring Services

**Construction Budget:**

\$70 Million

**Summary of Services:** EPS successfully represented & provided Owner's Representative, Project Controls & Integrity Monitoring Services for the Historical Bronx Post Office project which included procurement of Service Providers, Contract Management, Value Engineering, cost and schedule control that the project was properly budgeted, scheduled, designed and constructed to achieve the client's mission.

The renovated building added 7,500 SF to its existing 143,000 SF. EPS provided the necessary oversight for the Landmark approvals, scheduling and value engineering opportunities to meet the project vision of the client. While evaluation of project risks, cost exposures and value alternatives, our focus was to control and manage allocated costs to stay in line with the budget dollars.

During this project, the existing USPS remained functional during construction while EPS diligently worked with the selected contractors to prepare a phased approach for the construction to minimize the disruption to the Post Office's customers.

## 5. Certification & Awards

# Certifications/Awards



## ***Celebrating 23 Years in Business!***

*2021 Top Women Owned Business*

*2020 ROI Champions of the C-Suite – CEO*

*2019 #1 WBE & Top 3 CM Firm of 2019*

*2019 Top 250 Private Companies in New Jersey*

*2019 Top Women Owned Business in New Jersey*

*NJBiz Top 50 Women in Business Award*

*Pfizer's Professional Women in Construction Project of the Year  
Award, LEED Silver*

*Top 25 Project Management firm in the Tri-State Area*

*IABS Award of Honor in Construction*

*New York Real Estate Journal WBE Award*

*L'Oreal, LEED Gold Project*

*PWC Business Owner, "Salute to Women of Achievement"*

*Goldman Sachs & Co., LEED Platinum "200 West Street Super  
Structure,*

*\$2.1B, 2.1M SF with a realized give back \$200M"*

*Morgan Stanley, "Done Deals"*

# Certifications/Awards

## WBENC

WOMEN'S BUSINESS ENTERPRISE  
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

# National Women's Business Enterprise Certification

to

Economic Project Solutions, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council Metro NY, a WBENC Regional Partner Organization.

Certification Granted: December 9, 2003

Expiration Date: December 9, 2022

WBENC National Certification Number: 233113

*Sandra P. Eberhard*

Sandra Eberhard, President & CEO Women's  
Business Enterprise Council Metro NY

**WBENC METRO NY**  
WOMEN'S BUSINESS ENTERPRISE CENTER  
JOIN FORCES. SUCCEED TOGETHER.

NAICS: 561210  
UNSPSC: 80101600, 81101513



- WBE NJ (Women's Business Enterprise – New Jersey)
- DPMC (Division of Property Management and Construction)
- NJSDA (NJ School Development Authority)
- PANYNJ (Port Authority of New York/New Jersey)
- CFM Certified (Certified Facility Manager)
- ESD (Empire State Development – New York State)
- LEED Accredited
- NJ Transit (New Jersey Transit)
- AACE (American Association of Cost Engineering)
- NYCSCA (New York City School Construction Authority)
- OSHA (Occupational Safety and Health Administration)
- WBE NY (Women's Business Enterprise – New York)

# Certifications/Awards

WBE NJ (Women's Business Enterprise - New Jersey)



**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

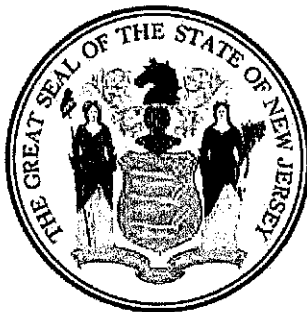
*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges ECONOMIC PROJECT SOLUTIONS, INC. is a WBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46..

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 certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior to the expiration date of this certification.



*Peter Lowicki*

Peter Lowicki  
Deputy Director

Issued: 11/20/2020  
Certification Number: A0123-98

Expiration: 11/20/2023

# Certifications/Awards

DPMC (Division of Property Management and Construction)

FORM 48 AN  
(REVISED 1.09)

STATE OF NEW JERSEY

DEPARTMENT OF THE TREASURY

DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

## NOTICE OF CONSULTANT PREQUALIFICATION

FIRM: ECONOMIC PROJECT SOLUTIONS, INC.  
ADDRESS: 2 KING ARTHUR COURT, SUITE E  
NORTH BRUNSWICK, NJ 08902

☐ INITIAL ☐ REVISED ☒ RENEWAL

DATE OF ISSUE: APRIL 15, 2021  
EXPIRATION DATE: APRIL 15, 2023  
FEDERAL ID NUMBER: 223 632 145

☐ MBE ☒ WBE ☒ SBE ☐ VOB

The Experience Questionnaire (FORM 48A), submitted by your firm, has been reviewed. As a result of this review, your firm may be invited to submit proposals for projects involving the checked discipline(s) having a not to exceed Construction Cost Estimate (CCE) as noted. For the purposes of this form, NA = no fixed amount.

<input type="checkbox"/> ARCHITECTURE	_____	<input type="checkbox"/> ROOFING CONSULTANT	_____
<input type="checkbox"/> ELECTRICAL ENGINEERING	_____	<input type="checkbox"/> ACOUSTICS	_____
<input type="checkbox"/> HVAC ENGINEERING	_____	<input type="checkbox"/> ASBESTOS DESIGN	_____
<input type="checkbox"/> PLUMBING ENGINEERING	_____	<input type="checkbox"/> ASBESTOS SAFETY MONITORING	_____
<input type="checkbox"/> CIVIL ENGINEERING	_____	<input type="checkbox"/> CLAIMS ANALYSIS	_____
<input type="checkbox"/> SANITARY ENGINEERING	_____	<input type="checkbox"/> TELECOMMUNICATIONS	_____
<input type="checkbox"/> STRUCTURAL ENGINEERING	_____	<input type="checkbox"/> FEASIBILITY PLANNING	_____
<input type="checkbox"/> MECH. ENG. (ELEV., CONVEYORS, ETC.)	_____	<input type="checkbox"/> FIRE DETECTION SYSTEMS	_____
<input type="checkbox"/> SOILS ENGINEERING	_____	<input type="checkbox"/> FIRE PROTECTION SYSTEMS	_____
<input type="checkbox"/> FIRE PROTECTION ENGINEERING	_____	<input type="checkbox"/> FOOD SERVICE	_____
<input type="checkbox"/> ENVIRONMENTAL ENGINEERING	_____	<input type="checkbox"/> HYDRAULICS/PNEUMATICS	_____
<input type="checkbox"/> MARINE ENGINEERING	_____	<input type="checkbox"/> HYDROLOGY	_____
<input type="checkbox"/> LANDSCAPE DESIGN	_____	<input type="checkbox"/> SECURITY SYSTEMS	_____
<input type="checkbox"/> PLANNING	_____	<input type="checkbox"/> SITE PLANNING	_____
<input type="checkbox"/> LAND SURVEYING	_____	<input type="checkbox"/> HISTORIC PRESERVATION CONSULTANT	_____
<input type="checkbox"/> AERIAL SURVEYING	_____	<input type="checkbox"/> ENERGY AUDITING	_____
<input type="checkbox"/> HYDROGRAPHIC SURVEYING	_____	<input type="checkbox"/> TRAFFIC	_____
<input type="checkbox"/> FIRE & LIFE SAFETY RENOVATIONS	_____	<input type="checkbox"/> TRANSPORTATION	_____
<input type="checkbox"/> BUILDING COMMISSIONING	_____	<input type="checkbox"/> WASTE/WATER TREATMENT	_____
<input type="checkbox"/> BOILERS/TEAM LINES/HIGH PRESSURE SYS.	_____	<input type="checkbox"/> ENERGY MANAGEMENT CONTROL SYSTEM	_____
<input type="checkbox"/> DAM/LEEVE DESIGN	_____	<input type="checkbox"/> RENEWABLE ENERGY CONSULTANT	_____
<input type="checkbox"/> BARRIER FREE/ADA DESIGN	_____	<input checked="" type="checkbox"/> CONSTRUCTION FIELD INSPECTION	15 MILLION
<input checked="" type="checkbox"/> ESTIMATING/COST ANALYSIS	NA	<input checked="" type="checkbox"/> PROJECT MANAGEMENT	25 MILLION
<input type="checkbox"/> INTERIOR DESIGN/SPACE PLANNING	_____	<input type="checkbox"/> ENVIRONMENTAL CONSULTANT	_____
<input type="checkbox"/> ROOFING INSPECTION	_____	<input type="checkbox"/> STORAGE TANK REMOVAL	_____
<input checked="" type="checkbox"/> CONSTRUCTION MANAGEMENT	15 MILLION	<input type="checkbox"/> STORAGE TANK INSTALLATION	_____
<input checked="" type="checkbox"/> CPM	15 MILLION	<input type="checkbox"/> PERIMETER SECURITY FENCING	_____
<input type="checkbox"/> ARCHAEOLOGY	_____	<input type="checkbox"/> INDOOR AIR QUALITY TESTING	_____
<input type="checkbox"/> GEOLOGY	_____	<input type="checkbox"/> LANDFILL CLOSURE	_____
<input checked="" type="checkbox"/> VALUE ENGINEERING	NA	<input type="checkbox"/> LEAD PAINT EVALUATION	_____
<input type="checkbox"/> HISTORIC PRESERVATION/RESTORATION	_____		

PREPARED BY:

*Pamela Sullivan*

PAMELA SULLIVAN  
MANAGER, PREQUALIFICATION UNIT

APPROVED BY:

*Richard S. Flodman*

RICHARD S. FLODMAN  
DEPUTY DIRECTOR

NOTE: THIS IS AN ORIGINAL DOCUMENT. IT MAY BE REQUIRED AS PROOF OF YOUR PREQUALIFICATION STATUS. PLEASE RETAIN THIS FORM FOR YOUR RECORDS.



# Certifications/Awards

The Port Authority of NY & NJ

**THE PORT AUTHORITY** OF NY & NJ

November 1, 2018

Ms. Kimberly Gillespie  
CEO  
**Economic Project Solutions, Inc.**  
2 King Arthur Court, Suite E  
North Brunswick, NJ 08902

**Re:** Women-owned Business Enterprise (WBE) Certification  
**Type:** Consultants

Dear Ms. Gillespie:

We are pleased to inform you that The Port Authority of NY & NJ has re-evaluated your business and determined that it continues to be eligible to participate in the agency's Women-owned Business Enterprise (WBE) Program. **Economic Project Solutions, Inc.**, remains in the Port Authority's on-line directory of certified M/WBEs, which can be accessed at:  
<https://panynj.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory>.

Please be advised that we periodically review all certifications and reserve the right to decertify any firm that no longer meets our guidelines. You must notify the Office of Business Diversity and Civil Rights in writing within 30 days of any significant changes to your business. These include, but are not limited to, a change of officers, directors, location and business name. Failure to advise us of these changes can result in decertification of your business.

This certification will remain in effect for five years or until November 1, 2023 after which you must submit a recertification application with supporting documentation. The application can be accessed from our Web site: [www.panynjSD.com](http://www.panynjSD.com).

If you have any questions regarding your certification, you may contact me at (201) 395-3949 or via email at [gwigfall@panynj.gov](mailto:gwigfall@panynj.gov).

Sincerely,  
*Gloria Wigfall*  
Gloria Wigfall  
Certification Analyst  
Office of Business Diversity and Civil Rights

Office of Business Diversity and Civil Rights  
2 Montgomery Street, 2nd Floor  
Jersey City, NJ 07302

## 6. Fee Proposal

# Fee Proposal

EPS' fee for the duration of the project is determined as of November 1, 2022 – October 31, 2023.

This proposal is valid for a period of thirty (30) days from the date of the proposal.

EPS' PROPOSED FEE	
<b>LOEW'S JERSEY THEATRE, 54 JOURNAL SQUARE PLAZA JERSEY CITY, NJ 07306</b>	
PROPOSED FEE	
Year 2 November 1, 2022-October 31, 2023; Construction Advisor and Construction Monitoring Services to the Owner	\$16,860 Monthly

ADD ALTERNATE	
<b>LOEW'S JERSEY THEATRE, 54 JOURNAL SQUARE PLAZA JERSEY CITY, NJ 07306</b>	
<b>Change Order Estimating Service</b>	
Services will be billed based on the hourly rate schedule on an as needed basis as requested by the JCRA for Independent Cost Estimate of select Change Orders over \$50,000	\$20,000 NTE Estimate fee to cover 5-7 Change Orders

## **EPS' PROFESSIONAL STAFF HOURLY RATE STRUCTURE FROZEN THROUGH 2022**

In the event that additional services are requested from JCRA & the City, the following Fee Structures shall apply.

<b>EPS' Professional Staff Hourly Rate Structure 2023</b>		
<b>LOEW'S JERSEY THEATRE, 54 JOURNAL SQUARE PLAZA JERSEY CITY, NJ 07306</b>		
1	Principal-in-Charge	\$258
2	Master Scheduler	\$206
3	Senior Managing Director	\$210
4	Director of Construction	\$185
5	Project Executive	\$185
6	Sr. Project Manager	\$170
7	Chief Estimator	\$170
9	Project Manager	\$150
10	Safety Manager	\$135
11	Project Management Admin.	\$120



## 7. Commercial Terms

**COMMERCIAL TERMS  
CONSTRUCTION ADVISOR TO THE OWNER SERVICES  
LOEW'S JERSEY THEATRE,  
54 JOURNAL SQUARE PLAZA  
JERSEY CITY, NJ 07306**

EPS proposes to provide Construction Advisor to the Owner Services for the Loew's Theatre in the attached and proposed project for a fees as per the attached Fee Structure on Page 41. EPS is looking forward to being of assistance to JCRA regarding this project.

This proposal is valid for a period of thirty (30) days from the date of the proposal. The term of this agreement shall commence for a twelve-month period on or about November 1, 2022 – October 31, 2023.

Should this project require additional time and/or resources, an addendum to this original contract will be provided to determine the changes that have taken place and resubmit an extension addendum.

EPS invoicing will be on a monthly basis and payment is due within thirty (30) days of date of invoice. If payment is received after thirty (30) days, a cost plus 10% will be applied.

The Client's failure to pay in full on any invoice issued by EPS within the approved account terms will result in acceleration of payments remaining in the Service Term of this Agreement becoming due immediately. Furthermore, if the Client fails to make any payment when due, EPS shall have the right to suspend the performance of any and all services until all amounts due from the Clients are current and paid in full.

With the respect to any action by EPS to collect payment due under this Agreement, the Client agrees to pay all costs of such collection, without limitation, costs of suit, expenses and reasonable Attorney's fees.

If for any reason and at any time, the Project should be abandoned or postponed, the Client may terminate this Agreement upon thirty (30) days written notice to the Construction Advisor to the Owner Firm. Upon receipt of such notice, unless otherwise directed, the Construction Advisor to the Owner Services shall immediately discontinue all work hereunder. Upon such termination, the Construction Advisor to the Owner Services Firm shall be paid a proportion of the fee which the services actually and satisfactorily performed by them shall bear to the total service contemplated under this Agreement, less payments previously made. The Client may order that the work on the Project be stopped temporarily, and upon seven (7) days written notice, the Construction Advisor to the Owner shall cease all work on the Project except as necessary to properly secure the Project. If the Client directs that the work on the Project resume within six (6) months, the Construction Advisor to the Owner shall be obligated to complete the Project for the basic fee provided for in the Agreement, plus additional compensation for any additional work necessitated by the stop order. Such additional compensation shall be at the negotiated rate not to exceed 2.75 times direct salary or any additional work as documented by the Construction Advisor to the Owner and approved by the Client and/or designee.

If the project is suspended by JCRA & the City for more than thirty (30) consecutive days, EPS shall be compensated for services performed prior to notice of such suspension.



**COMMERCIAL TERMS  
CONSTRUCTION ADVISOR TO THE OWNER SERVICES  
LOEW'S JERSEY THEATRE,  
54 JOURNAL SQUARE PLAZA  
JERSEY CITY, NJ 07306 - Continued**

In the event there is a gap time of service and JCRA & the City would like to reserve a designated EPS team member for a period of time, EPS requires fourteen (14) days notification prior to the end of the term of contract. Should there be a gap of service and JCRA & the City would like to reserve the same EPS resource for a period of time, EPS requests a retainer fee to hold the requested EPS team member for a fee of \$500 (Five Hundred and 00/100 US Dollars) per week as compensation to maintain the availability of the EPS team member as a reservation fee for the project re-start date.

The EPS team assigned to JCRA are employees of EPS and shall not be deemed to be your compensation in any form, and that EPS assumes total responsibility to pay all applicable federal, state, and local withholding taxes and unemployment taxes, as well as social security, state disability insurance, life insurance, long term disability insurance, and all other payroll changes. By endorsing this agreement, JCRA agrees to preclude the direct hiring of all EPS employees for a period of two (2) years after term of this contract. Violation of this provision shall, in addition to other reliefs that may be available by law or in equity, require the breaching party to pay as damages to the non-breaching party an amount equal to two hundred percent (200%) of the solicited/hired person's annual compensation (not including the cost of benefits).

Supervision of an EPS Employee is the direct responsibility of EPS' Senior Management during their employment with EPS. It is understood that under no circumstance will EPS be responsible for claims for work performed unless such claims are reported in writing to EPS Senior Management thirty (30) days prior to the conclusion date of EPS' assignment. All confidential information related to EPS employees are the property of EPS.

**CLARIFICATION & ASSUMPTIONS**

- Due to unforeseen circumstance that do arise, we cannot commit to the fees outlined in this proposal should JCRA & the City request a change or eliminate any of the assigned EPS staff members.
- Should JCRA & the City terminate or change any assigned EPS staff member, this contract becomes renegotiable.
- All employees outlined in this proposal are compensated for working hours.
- All employees listed within this proposal have successfully completed a full compliant background screening.
- Fee is based on services commencing for a twelve-month period on or about November 1, 2022 through October 31, 2023.
- In the event that the schedule is extended beyond the dates in the pricing page, EPS will provide a monthly Add Alternate Fee to extend the services.
- For any estimating services, EPS will prepare the estimate utilizing the material and labor costs from its internal data base. EPS may, from time-to-time, utilize supplier unit pricing on some of the specialty materials and finishes that are unique to this project. The estimate will include all the costs that would be expected to perform the work, including, cost of materials, labor, overhead, profit, and contractor fees.
- Travel expenses are included to project site only.

**EXCLUSIONS**

- Should JCRA request any additional resource to attend any on-site or additional scope meetings including conference calls the additional services billable rate would apply.
- Planning or Zoning Board meetings.
- Elevator feasibility study, design and installation.



**COMMERCIAL TERMS**  
**CONSTRUCTION ADVISOR TO THE OWNER SERVICES**  
**LOEW'S JERSEY THEATRE,**  
**54 JOURNAL SQUARE PLAZA**  
**JERSEY CITY, NJ 07306 - Continued**

**EXCLUSIONS** – Continued

- Additional Validation & Detailed Estimating Services on any Change Order beyond \$50,000 **unless optional Add Alternate is selected.**
- Escalation of overall project duration for both resources and services beyond EPS' Proposal scope and current schedule.
- FF&E Procurement - oversight and coordination only.
- A/MEP/CM/GC/Interior Design Services.
- Site Survey and creation of as-built drawings.
- Re-scoping approved version of RFP's.
- Additional services beyond one (1) location.
- AutoCAD Services.
- General Construction, General Contracting or Construction Management At Risk Services.
- Additional Site Improvements or Amenities Assessment.
- Americans with Disabilities Act Compliance Assessment.
- Natural Hazard Materials Assessment.
- It is understood that EPS has excluded asbestos or asbestos testing. Nothing in this agreement shall impose liability on EPS for claims, lawsuits, expenses or damages arising from, or in any manner related to the exposure to, or handling, manufacture or disposal of asbestos, asbestos products, or hazardous wastes in any of its various forms, as defined by the Environmental Protection Agency.
- Should JCRA request any off-site travel such as, Manufacturer tours, the additional services billable rate would apply.
- Should JCRA request any additional review of documents which require an Attorney review, Acreage agrees to pay for all costs, disbursements and expenses in addition to the Attorney's hourly fees. Any such payment will be entirely the responsibility of Client.
- Construction claims and dispute review and negotiation.
- Reimbursable expenses will be invoiced separately at cost plus 10%. Reimbursable expenses include, but are not limited to the following:
  - Reproduction/Photocopying
  - Messenger services
  - Costs to secure approval of governmental agencies having jurisdiction over the project or project site (code/permits)
  - Expediting services
  - Computer and CAD related supplies and prints
  - Conference calling services (phone/web-based)
  - Local and long-distance transportation including mass transit, taxi, rental car, or private auto mileage and parking, coach class transportation, and reasonable expenses related to travel





**COMMERCIAL TERMS  
CONSTRUCTION ADVISOR TO THE OWNER SERVICES  
LOEW'S JERSEY THEATRE,  
54 JOURNAL SQUARE PLAZA  
JERSEY CITY, NJ 07306 - Continued**

If you accept this proposal, please sign one (1) copy and return them to EPS via email to: sstaats@economicprojects.com.

**ACCEPTED BY:**

**Economic Project Solutions, Inc.  
Proposal #3453\_R1**

**Jersey City Redevelopment Agency**

\_\_\_\_\_  
Elizabeth Tomasulo,  
Chief Operating Officer

\_\_\_\_\_  
Christopher Fiore  
Deputy Executive Director

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

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





**EXHIBIT B**  
**EUS CERTIFICATION**

See attached.

**CERTIFICATION FOR AN EXTRAORDINARY  
UNSPECIFIABLE SERVICE**

**TO:** Board of Commissioners of the Jersey City Redevelopment Agency ("Agency")  
**FROM:** Diana H. Jeffrey; Executive Director  
**DATE:** November 10, 2022  
**SUBJECT:** Extraordinary Unspecifiable Services for Services to be provided by Kimberley Gillespie of Economic Project Solutions, Inc. ("EPS")

This is to request your approval of a resolution authorizing a contract to be executed as follows:

**Firm:** Economic Project Solutions, Inc. ("EPS")

**Cost:** An amount not to exceed Sixteen Thousand Eight Hundred Sixty Dollars (\$16,860.00) monthly for twelve (12) months plus not to exceed Twenty Thousand Dollars (\$20,000.00) for certain additional services as needed plus any permitted expenses, for a total not to exceed amount of Two Hundred Twenty-Five Thousand Dollars (\$225,00.00).

**Duration:** Not to exceed twelve (12) months, with an option for renewal upon the agreement of both parties.

**Purpose:** Specialized Services including construction advisement, oversight and monitoring services for the Loew's Theater renovation.

**1. Provide a clear description of the nature of the work to be done.**

EPS shall provide services, which include, but are not limited to, advising the Agency regarding the rehabilitation of the Loew's Theater and monitoring the various aspects of construction and rehabilitation, to include project progress, budget monitoring, and reporting requirements.

**2. Describe in detail why the contract meets the provisions of the statute and rules.**

The Loew's Theatre is a nearly one-hundred-year-old venue that requires an enormous amount of experience and skill to return it to its former glory and make it a top live performance venue. EPS will be instrumental in advising the Agency regarding the complex efforts in maintaining the historic features that make the Loew's special, while also bringing it into alignment with current building code and safety standards to allow for full occupancy, improvement and modernization of production capabilities to expand the number and scale of productions and increased patron comfort. In addition, EPS will be able to provide budget monitoring services that will ensure the project stays on budget. EPS has specialized and unique experience working with both public entities and entertainment venues that will enable the Agency to complete this massive undertaking in a timely and cost-efficient manner. Further, EPS has experience working on historic projects, which is essential in the Loew's rehabilitation.

**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:**

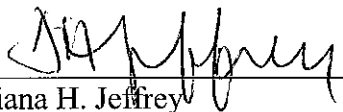
The performance of the services EPS will provide cannot reasonably be described by written specification because the Agency needs a contractor with extensive experience and specialized skills including, but not limited to, construction advisement, budget review and monitoring, rehabilitation of performance venues, and restoration of historic properties. EPS's technical skills combined with experience with renovation of historic properties and performance venues uniquely qualifies EPS for the specialized work that the Agency needs for this unique and special redevelopment project.

**4. Describe the informal solicitation of quotations:**

EPS is a woman owned firm that furthers the goals of the Agency to support woman owned business. In addition, EPS's year long experience with the development of the design of the project, development of the budget and value engineering of the costs of the Project and understanding of the Agency priorities, the development team and complex financing and other components of this uniquely complex project in New Jersey make the award of this contract critical to maintain a very aggressive schedule and avoid the costs of duplicating efforts and onboarding another firm that lacks such experience. As a result, solicitation of other consultants would not benefit the Agency or the project.

**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 Submitted,

  
\_\_\_\_\_  
Diana H. Jeffrey  
Executive Director

*(Original to be retained by the Board'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 TRANSFER OF THE DEED TO THE  
REDEVELOPER FOR PROPERTY IDENTIFIED AS BLOCK  
19003, LOTS 1-7, COMMONLY KNOWN AS 309 - 323  
JOHNSTON AVENUE, WITHIN THE MORRIS CANAL  
REDEVELOPMENT AREA**

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

**WHEREAS**, the City has adopted the Morris Canal Redevelopment Plan (as amended and supplemented from time to time, (the "**Redevelopment Plan**") in order to effectuate the redevelopment of the Redevelopment Area; and

**WHEREAS**, the lands and premises identified as Block 19003, Lots 1-7 on the tax map of the City of Jersey City, Hudson County, New Jersey and commonly known as 309-323 Johnston Avenue, within the Redevelopment Area (the "**Property**"), was subject to acquisition under the Redevelopment Plan and the Redevelopment Law; and

**WHEREAS**, the Jersey City Redevelopment Agency (the "**Agency**") designated FDAD Maple, LLC as the redeveloper of the Property (the "**Redeveloper**") and thereafter entered into a Redevelopment Agreement with the Redeveloper dated April 17, 2017 (the "**Redevelopment Agreement**"); and

**WHEREAS**, in furtherance of the goals and objectives of the Redevelopment Law and the Redevelopment Plan and in accordance with the Redevelopment Agreement, the Agency determined it was necessary to acquire the Property through the use of the Agency's power of eminent domain; and

**WHEREAS**, on November 16, 2018, the Agency filed a condemnation action in the Superior Court of New Jersey, Hudson County, Law Division bearing Docket No. HUD-L-4592-18 to acquire the Property; and

**WHEREAS**, a final judgment was entered on November 13, 2020 that the Agency had duly exercised its power of eminent domain to acquire the Property; and

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

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

**Section 2.** The Board of Commissioners authorizes the Agency to transfer title to the Property to the Redeveloper conditioned upon the Redeveloper depositing into escrow with the Agency an amount equal to the difference between the initial deposit of \$1,272,000 with the Clerk of the Superior Court of New Jersey on December 13, 2018 and the Property's estimated fair market value based upon the Agency's updated appraisal valuing the Property as of the date June 3, 2019, and the Redeveloper paying an additional \$226,787 to the Agency for reimbursement of a portion of the outstanding fees and expenses incurred by the Agency in acquiring the Property as required by the Redevelopment Agreement.

**Section 3.** The Agency's Chairman, Vice-Chair, Secretary and/or the Executive Director are hereby authorized to sign all documents necessary to transfer title to the Property to the Redeveloper subject to the review and approval of the Agency's General 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 October 18, 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 AMENDING THE COOPERATION AGREEMENT WITH THE CITY OF JERSEY CITY FOR PROPERTY LOCATED AT BLOCK 26704, LOTS 4 & 5, BLOCK 27804, LOT 13, BLOCK 28401, LOT 40, BLOCK 21510, LOT 2, BLOCK 21501, LOT 18, BLOCK 17301, LOT 10, AND BLOCK 17401, LOT 1 WITHIN THE MORRIS CANAL GREENWAY**

**WHEREAS**, the City of Jersey City (the “**City**”) and the Jersey City Redevelopment Agency (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 previously acquired the properties identified in the City tax maps as Block 26704, Lots 4 & 5, Block 27804, Lot 13, Block 28401, Lot 40, Block 21510, Lot 2 and Block 21501, Lot 18 (together, the “**Acquired Greenway Properties**”) in order to further the goal of developing the Morris Canal Greenway; and

**WHEREAS**, the City and the Agency have determined that development of the Morris Canal Greenway will improve connectivity between residential neighborhoods and downtown/waterfront areas, expanding access to employment, educational, commercial and community centers; and

**WHEREAS**, pursuant to Resolution No. 19-08-17, adopted August 20, 2019, the Agency authorized the execution of a cooperation agreement (the “**Cooperation Agreement**”) which set forth their respective obligations in an effort to work cooperatively to develop and construct segments of the Morris Canal Greenway; and

**WHEREAS**, on December 20, 2019, the City and the Agency entered into that certain Cooperation Agreement (the “**Effective Date**”); and

**WHEREAS**, pursuant to Article 2 of the Cooperation Agreement, upon the third anniversary of the Effective Date the Cooperation Agreement will expire; and

**WHEREAS**, the Agency desires to amend the Cooperation Agreement to include Segment 10 (Whitlock Segment, Block 17301, Lot 10 and Block 17401, Lot 1) and to extend the Cooperation Agreement prior to its expiration on December 20, 2022 for a period of three (3) years to accomplish the furtherance of the Morris Canal Greenway,

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

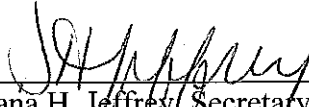
**Section 1.** The recitals above are hereby incorporated herein as if set forth at length.



**Section 2.** The Board of Commissioners hereby amends the Cooperation Agreement to include Segment 10 (Whitlock Segment, Block 17301, Lot 10 and Block 17401, Lot 1) and extends the term for a period of three (3) years, subject to the mutual consent and approval of such amendment by the City.

**Section 3.** The Chair, 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 an amendment to 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.

  
Diana H. Jeffrey Secretary

**Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at the Regular Meeting of November 22, 2022.**

<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 COOPERATION AGREEMENT BETWEEN THE JERSEY CITY REDEVELOPMENT AGENCY AND THE CITY OF JERSEY CITY FOR PROPERTY LOCATED AT BLOCK 26704, LOTS 4 & 5, BLOCK 27804, LOT 13, BLOCK 28401, LOT 40, BLOCK 21510, LOT 2 AND BLOCK 21501, LOT 18 TO ACCOMPLISH THE FURTHERANCE OF THE MORRIS CANAL GREENWAY**

**WHEREAS**, the City of Jersey City (the "City") and the Jersey City Redevelopment Agency (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 has previously acquired the properties identified in the City tax maps as Block 26704, Lots 4 & 5, Block 27804, Lot 13, Block 28401, Lot 40, Block 21510, Lot 2 and Block 21501, Lot 18 (together, the "Acquired Greenway Properties") in order to further the goal of developing the Morris Canal Greenway; and

**WHEREAS**, the development of the Morris Canal Greenway will improve connectivity between residential neighborhoods and downtown/waterfront areas, expanding access to employment, educational, commercial and community centers; and

**WHEREAS**, the City and the Agency desire to work cooperatively to develop and construct segments of the Morris Canal Greenway, and to set forth their respective obligations within a Cooperation Agreement, a form of which is on file with the Agency (the "Cooperation Agreement"); and

**WHEREAS**, the Cooperation Agreement will include the obligation of the Agency to provide supplemental redevelopment and design services, including but not limited to, remediation of Phase I and Phase II of the Morris Canal Greenway, in order to accomplish the furtherance and development of the Morris Canal Greenway, subject to the furnishing and reimbursement from the City for all costs and expenses incurred, including all costs and expenses incurred on the design work completed by the Agency to date on behalf of the City.

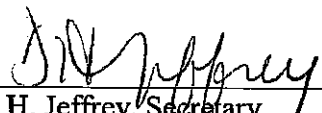
**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that:

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

**Section 2.** The Executive Director is hereby authorized and directed to enter into a Cooperation Agreement with the City setting forth the respective duties and obligations of the City and the Agency with regard to the development of the Morris Canal Greenway.

**Section 3.** The Chairman, Vice-Chairman, Executive Director, and/or Secretary of the Agency are hereby authorized to execute and deliver the Cooperation 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.

  
 Diana H. Jeffrey, Secretary

**Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at the Regular Meeting of August 20, 2019.**

<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				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley				✓
Daniel Rivera	✓			

# Resolution of the City of Jersey City, N.J.

File No.        Rcs. 19-952  
Agenda No.    10.26  
Approved:     Dec 18 2019



## RESOLUTION AUTHORIZING A COOPERATION AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY TO FURTHER THE GOAL OF DEVELOPING THE MORRIS CANAL GREENWAY.

**COUNCIL offered and moved adoption of the following resolution:**

Whereas, pursuant to N.J.S.A. 40A:12A-39(e)(f) the City of Jersey City ("City") and the Jersey City Redevelopment Agency ("Agency") are authorized to execute a cooperation agreement and do any and all things necessary or convenient to aid and cooperate in the planning, undertaking construction or operation of redevelopment projects; and

Whereas, the Agency has previously acquired the properties identified on the City's Official Tax map as Block 27804, Lot 13, and Block 28401, Lot 40 together, commonly known as Country Village Greenway ( hereinafter, the "Acquired Greenway Properties") in order to further the goal of developing the Morris Canal Greenway; 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 development of the Morris Canal Greenway will improve connectivity between residential neighborhoods and downtown/waterfront areas, expanding access to employment, educational, commercial and community centers; and

Whereas, the Parties find it mutually beneficial and in the public interest to enter into a Cooperation Agreement, to develop and construct segments of the Morris Canal Greenway, and to set forth their respective obligations in furtherance thereof; and

Whereas, the Agency has secured grant funding to complete the engineering design of the Acquired Greenway Properties; and

Whereas, the Parties have agreed that the Agency shall have the obligation to provide environmental services, including but not limited to, remediation of Acquired Greenway Properties, in order to accomplish the furtherance and development of the Morris Canal Greenway; and

Whereas, the Parties have agreed the Agency will cover the cost of the engineering design and the City will direct the engineering activities; and

Whereas, the Parties have agreed the City will be responsible for both the cost of the development and the construction activities and will direct the construction activities of the Acquired Greenway Properties; and

Whereas, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-39(f) and N.J.S.A. 40A:12A-22(o) authorize such agreements as well as cooperation between a City and its redevelopment agency to implement a redevelopment plan.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute:

(a) A Cooperation Agreement with the Agency (substantially in the form attached) subject to such modification as the Business Administrator or Corporation Counsel deems necessary or appropriate; and

(b) Such additional documents as may be necessary or appropriate to effectuate the implementation of the Cooperation Agreement and redevelopment plan.

DJ/he  
12/10/19

**Res. 19-952**

**Approved: December 18 2019**

**Resolution authorizing a cooperation agreement with the Jersey City Redevelopment Agency to further the goal of developing the Morris Canal Greenway.**

Res. 19-952

Approved: December 18 2019

**Resolution authorizing a cooperation agreement with the Jersey City Redevelopment Agency to further the goal of developing the Morris Canal Greenway.**

**RESOLUTION FACT SHEET -**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Project Manager**

Renee Jackson, Clerk	201) 761-0832 Direct	hespinal@jcnj.org
Division	Office of the City Clerk	

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 1:00 p.m.)

**Purpose**

The JCRA previously acquired Block 27804, Lot 13, and Block 28401, Lot 40 known as Country Village Greenway, within the Morris Canal Greenway, which was owned by the City. In order to further the goal of developing the Morris Canal Greenway, the City and the JCRA 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 into a 111-mile pedestrian and bicycle trail. The development of the Morris Canal Greenway will improve connectivity between residential neighborhoods and downtown/waterfront areas, expanding access to employment, educational, commercial and community centers.

**Cost (Identify all sources and amounts)**

N/A

**Contract term (include all)**

N/A

**ATTACHMENTS:**

20191210104604635

**Approved by**

John Mercer, Assistant Business Administrator  
Melissa Kozakiewicz, Assistant Business Administrator  
Gregory Corrado, Asst. Business Administrator  
John McKinney, Attorney  
Peter Baker, Corporation Counsel  
Amy Forman, Attorney  
Nick Strasser, Attorney  
Norma Garcia, Attorney  
Ray Reddington, Attorney  
Jeremy Jacobsen, Attorney  
Brian Platt, Business Administrator

**Status:**

Approved - Dec 10 2019  
None  
None  
None  
None  
None  
None  
None  
Approved - Dec 10 2019  
None  
Approved - Dec 11 2019

Res. 19-952


Approved: December 18 2019

Resolution authorizing a cooperation agreement with the Jersey City Redevelopment Agency to further the goal of developing the Morris Canal Greenway.

APPROVED AS TO LEGAL FORM



Business Administrator



Corporation Counsel

☐ Certification Required

RECORD OF COUNCIL VOTE – Dec 18														8-0
	AYE	NAY	N.V.	Absent		AYE	NAY	N.V.	Absent		AYE	NAY	N.V.	Absent
RIDLEY	✓				YUN	✓				RIVERA	✓			
PRINZ-AREY				✓	SOLOMON	✓				WATTERMEN	✓			
BOGGIANO	✓				ROBINSON	✓				LAVARRO, PRES.	✓			

N.V. -  
(Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey.



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

## COOPERATION AGREEMENT

**THIS COOPERATION AGREEMENT** (hereafter the "**Agreement**") is made this \_\_\_\_ day of December, 2019, between the **CITY OF JERSEY CITY**, a municipal corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 (the "**City**"), and the **JERSEY CITY REDEVELOPMENT AGENCY**, with offices at 66 York Street, 3<sup>rd</sup> Floor, Jersey City, New Jersey 07302 (the "**Agency**", and together with the City, the "**Parties**"; each a "**Party**").

### **WITNESSETH**

**WHEREAS**, pursuant to NJSA 40A:12A-39(e)(f) the City and the Agency are authorized to execute a cooperation agreement and do any and all things necessary or convenient to aid and cooperate in the planning, undertaking construction or operation of redevelopment projects; and

**WHEREAS**, the Agency has previously acquired the properties identified on the City's Official Tax map as Block 27804, Lot 13, and Block 28401, Lot 40 together, commonly known as Country Village Greenway ( hereinafter, the "**Acquired Greenway Properties**") in order to further the goal of developing the Morris Canal Greenway; 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 development of the Morris Canal Greenway will improve connectivity between residential neighborhoods and downtown/waterfront areas, expanding access to employment, educational, commercial and community centers; and

**WHEREAS**, the Parties find it mutually beneficial and in the public interest to enter into a Cooperation Agreement, to develop and construct segments of the Morris Canal Greenway, and to set forth their respective obligations in furtherance thereof; and

**WHEREAS**, the Agency has secured grant funding to complete the engineering design of the Acquired Greenway Properties; and

**WHEREAS**, the Parties have agreed that the Agency shall have the obligation to provide environmental services, including but not limited to, remediation of **Acquired Greenway Properties**, in order to accomplish the furtherance and development of the Morris Canal Greenway; and

**WHEREAS**, the Parties have agreed the Agency will cover the cost of the engineering design and the City will direct the engineering activities; and

**WHEREAS**, the Parties have agreed the City will be responsible for both the cost of the development and the construction activities and will direct the construction activities of the Acquired Greenway Properties; and



**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-39(f) and N.J.S.A. 40A:12A-22(o) authorize such agreements as well as cooperation between a City and its redevelopment agency to implement a redevelopment plan.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **ARTICLE 1** **PURPOSE AND SCOPE OF AGREEMENT**

1.1 The purpose of this Agreement is to outline the respective roles of the City and the Agency vis-a-vis the development, design and remediation of the Acquired Greenway Properties.

## **ARTICLE 2** **TERM OF AGREEMENT**

2.1 This Agreement shall commence on December \_\_, 2019 (the “**Effective Date**”), and shall expire on the third anniversary of the Effective Date, unless completion of development of the Acquired Greenway Properties occurs sooner, upon which this Agreement shall expire.

## **ARTICLE 3** **CITY RESPONSIBILITIES**

### **3.1 Development and Design.**

- A. Engineering Design of the Greenway for the Acquired Greenway Properties is the sole responsibility of the City hereunder. The cost of the Engineering Design is the sole responsibility of the Agency.
- B. Development and construction of the Acquired Greenway Properties is the sole responsibility and cost of the City and shall be undertaken by the City in a manner comparable to that which any other City property is entitled.

3.2 **Security and Safety.** From and after the Effective Date, the City shall continue to provide police, fire protection and other City services, including snow removal, landscaping, debris removal and routine maintenance, for the Acquired Greenway Properties comparable to that which any other City property is entitled.

3.3 **Permanent Improvements or Equipment.** No permanent improvements or equipment shall be used or permitted to be placed on the Acquired Greenway Properties without prior written approval of the Agency.

3.4 **Reimbursement of Agency Cost.** All Agency costs relating to the design of the Acquired Greenway Properties as described in Section 4.2 of this Agreement, and any and all environmental work, as described in Section 4.1 of this Agreement, shall be borne by the Agency subject to the availability of grant funds. The City shall be solely responsible for the cost of the development and construction of the Acquired Greenway Properties. The Parties agree that the

City may ask the Agency to perform additional tasks from time to time, with the understanding that any such additional work shall be subject to reimbursement by the City.

#### **ARTICLE 4**

#### **AGENCY RESPONSIBILITIES**

4.1 Environmental Work. The Agency will complete the remediation of the Acquired Greenway Properties which includes, but is not limited to: (1) completing all investigations and remediation; (2) filing a deed notice; (3) completing the preparation of a Remedial Action Report; (4) applying for any NJDEP Permit(s); (5) obtaining a Remedial Action Outcome ("RAO") from its Licensed Site Remediation Professional ("LSRP"), together with any other environmental tasks undertaken by the Agency on the Acquired Greenway Properties (the "**Environmental Work**").

4.2 Design Services. The Agency will contract with a professional engineering firm to do the engineering design for the Acquired Greenway Properties, using grant funds the Agency has received. The City will direct the activities of the engineering firm in carrying out the engineering design of the Acquired Greenway Properties. The City shall be responsible for making decisions regarding the design, including but not limited to the elements and features of the design. The Agency will have the option of having a representative attend design meetings. The Agency and the City shall work cooperatively in exchanging information in order to enable the Agency to administrate the contract.

#### **ARTICLE 5**

#### **INDEMNIFICATION & INSURANCE**

5.1 Indemnification; Insurance.

- A. Each Party shall indemnify, defend, save and hold harmless the other Party, its employees, officers, and agents, from and against all claims, demands, damages (including property damage and bodily injury), losses, suits, actions, judgments, injuries, costs and expenses (including reasonable attorney fees and expenses) of any kind whatsoever, asserted by third parties in connection with the performance of this Agreement.
- B. Each Party, at its respective sole cost and expense, shall maintain and require any of their agents to purchase and maintain, standard comprehensive general liability insurance and employer's liability insurance and, if applicable, professional liability insurance, during the term of this Agreement naming the other Party as an additional insured and insuring against any claims or damages or liability arising out of, occasioned by or resulting from any accident or otherwise for injuries to any person or persons, or to property, on the Acquired Greenway Properties or otherwise arising through the performance of this Agreement.

#### **ARTICLE 6**

#### **TRANSFER OF PROPERTY; DEED RESTRICTIONS**

6.1 Transfer of Property. Within ninety (90) days of the Agency's completion of the Agency's responsibilities set forth in this Agreement, the Agency shall transfer title to the City (the "**Transfer**") which title the City agrees to accept. The Parties agree that completion of the construction of the Morris Canal Greenway is not a condition precedent to the Transfer, and that such construction, if any, shall be undertaken by the City after the Transfer.

6.2 Deed Restrictions. The City acknowledges that title to the Acquired Greenway Properties may be subject to an environmental deed notice, recreational and open space deed restrictions, or any such other restrictions or conditions which may appear of record, and agrees to the Transfer, subject to such encumbrances.

## **ARTICLE 8** **NOTICE**

8.1 Notices. All notices, requests, demands or other communications required or desired hereunder shall be in writing, and shall be deemed duly given if hand delivered or mailed by certified mail, return receipt requested to:

In the case of the City:

City of Jersey City  
Business Administrator  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302

With a copy to:

City of Jersey City  
Director of Public Works  
13-15 Linden Avenue East, Floor 3  
Jersey City, New Jersey 07305

In the case of the Agency:

Jersey City Redevelopment Agency  
Executive Director  
66 York Street, Floor 3  
Jersey City, New Jersey 07302

## **ARTICLE 9** **MISCELLANEOUS**

9.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and there have been and are no covenants, agreements, representations or restrictions between the Parties hereto set forth elsewhere with respect to the subject matter hereof.

9.2 Amendment. No modification or amendment of this Agreement shall be effective unless made in writing and executed by both the Agency and the City.


9.3 Titles and Headings. Any titles of the several Articles and Sections of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of its provisions.

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


*[Signatures appear on following page]*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

**ATTEST**

  
\_\_\_\_\_  
Robert Byrne  
City Clerk

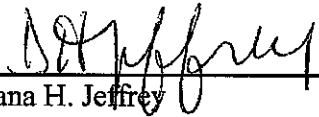
**CITY OF JERSEY CITY**

By:   
\_\_\_\_\_  
Brian Platt  
Business Administrator

**WITNESS**

  
\_\_\_\_\_

**JERSEY CITY REDEVELOPMENT  
AGENCY**

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

**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 are each hereby authorized to execute and deliver the Contract with DGD T to provide the Auditing Services for a term not to exceed one (1) year, to commence on November 22, 2022, through November 22, 2023, for a total amount not to exceed Fifty-Two Thousand Five Hundred Dollars (\$52,500.00), which shall consist of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) for the Auditing Services, plus an additional amount not to exceed Fifteen Thousand Dollars (\$15,000.00) for DGD T's fees in connection with the Agency's securities offering documents, all to be paid in accordance with the rates and terms set forth in the Proposal, and subject to the terms and conditions set forth in the Agency's form professional services agreement.

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

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

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

**Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of November 22, 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 CONTRACT 22-11-JL3 WITH DONOHUE, GIRONDA, DORIA & TOMKINS, LLC TO PROVIDE PROFESSIONAL AUDITING SERVICES IN ALL PROJECT AREAS**

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

**WHEREAS**, in furtherance of the goals and objectives of the Redevelopment Law, the Agency from time to time requires general auditing services and auditing services in connection with certain specific redevelopment projects throughout the City (collectively, the “**Auditing Services**”); and

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

**WHEREAS**, Donohue, Gironda, Doria & Tomkins, LLC (“**DGDT**”) submitted a proposal to the Agency dated November 14, 2022 (the “**Proposal**”) to provide the Auditing Services; and

**WHEREAS**, DGDT possesses the skills and expertise to provide the Auditing Services; and

**WHEREAS**, the Agency desires to enter into a professional services contract for the Auditing Services (the “**Contract**”) with DGDT to perform the Auditing Services as outlined in the Proposal for a term not to exceed one (1) year, to commence on November 22, 2022, through November 22, 2022, for a total amount not to exceed Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) for the Auditing Services, plus an additional amount not to exceed Fifteen Thousand Dollars (\$15,000.00) for DGDT’s fees in connection with the Agency’s securities offering documents, all to be paid in accordance with the rates and terms set forth in the Proposal; and

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

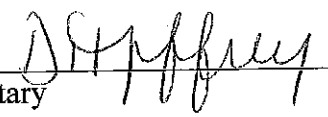
**WHEREAS**, the Agency hereby certifies that it has funds available for such costs; and

**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)*,

**RESOLUTION OF THE BOARD OF  
COMMISSIONERS OF THE JERSEY CITY  
REDEVELOPMENT AGENCY APPROVING THE  
ACCOUNTS/INVOICES PAYABLE LIST AS OF  
NOVEMBER 22, 2022**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of November 22, 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 November 22, 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 November 22, 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 Expires On	Discount Expires On	Net Amount Due
<b>ADVANCED SCAFFOLD SERVICES LLC</b>								
ADVANCED SCAFFOLD SERVICES I	11/22/2022	10/21/2022	51	Scaffold Services at 84 Sip Avenue -October	\$1,200.00	\$0.00		\$1,200.00
				Totals for ADVANCED SCAFFOLD SERVICES LLC:	\$1,200.00	\$0.00		\$1,200.00
				1 invoice(s) listed.				
<b>AFLAC</b>								
AFLAC	11/22/2022	11/1/2022	October 2022	Employee Deductions per Payroll - October	\$522.12	\$0.00		\$522.12
				Totals for AFLAC:	\$522.12	\$0.00		\$522.12
				1 invoice(s) listed.				
<b>ALARM &amp; COMMUNICATION TECHNOLOGIES</b>								
ALARM & COMMUNICATION TECH	11/22/2022	6/10/2022	10769	Fire Alarm Service Call -665 Ocean Ave.	\$206.55	\$0.00		\$206.55
ALARM & COMMUNICATION TECH	11/22/2022	11/7/2022	11884	Fire Alarm Monitoring 665 Ocean Ave.	\$495.00	\$0.00		\$495.00
				Totals for ALARM & COMMUNICATION TECHNOLOGIES:	\$701.55	\$0.00		\$701.55
				2 invoice(s) listed.				
<b>ARCHER &amp; GREINER, P.C.</b>								
ARCHER & GREINER, P.C.	11/22/2022	10/13/2022	4267194	Legal Services-342 Johnston Ave.	\$260.00	\$0.00		\$260.00
ARCHER & GREINER, P.C.	11/22/2022	10/13/2022	4267795	Legal Services - 118-128 Monitor Street	\$14,418.75	\$0.00		\$14,418.75
ARCHER & GREINER, P.C.	11/22/2022	10/13/2022	4267200	Legal Services- 336-340 MLK Drive	\$2,502.50	\$0.00		\$2,502.50
ARCHER & GREINER, P.C.	11/22/2022	10/13/2022	4267201	Legal Services - Mecca Bates Sub- Redevelopi	\$357.50	\$0.00		\$357.50
ARCHER & GREINER, P.C.	11/22/2022	10/13/2022	4267203	Legal Services - PICA Bates Sub-Redeveloper	\$130.00	\$0.00		\$130.00
ARCHER & GREINER, P.C.	11/22/2022	10/13/2022	4267202	Legal Services - Pegasus/100 Colden Street	\$195.00	\$0.00		\$195.00
ARCHER & GREINER, P.C.	11/22/2022	10/13/2022	4267207	Legal Services - 379 Communipaw Ave.	\$325.00	\$0.00		\$325.00
				Totals for ARCHER & GREINER, P.C.:	\$18,188.75	\$0.00		\$18,188.75
				7 invoice(s) listed.				
<b>BLACKBAUD INC</b>								
BLACKBAUD INC	11/22/2022	11/1/2022	32339	Financial System - Renewal FENXT	\$3,624.41	\$0.00		\$3,624.41
				Totals for BLACKBAUD INC:	\$3,624.41	\$0.00		\$3,624.41
				1 invoice(s) listed.				
<b>BROWN - BROWN METRO INC.</b>								
BROWN - BROWN METRO INC.	11/22/2022	10/5/2022	222749	Management Liability Insurance - D & O	\$59,213.16	\$0.00		\$59,213.16
				Totals for BROWN - BROWN METRO INC.:	\$59,213.16	\$0.00		\$59,213.16
				1 invoice(s) listed.				
<b>BROWNFIELD REDEVELOPMENT SOLUTIONS</b>								
BROWNFIELD REDEVELOPMENT S	11/22/2022	9/30/2022	6082	Support Services for Grand Jersey	\$385.00	\$0.00		\$385.00
BROWNFIELD REDEVELOPMENT S	11/22/2022	9/30/2022	6085	Oversight Mngt. - 558 Communipaw GW	\$602.50	\$0.00		\$602.50

# Jersey City Redevelopment Agency

## Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount Expires On	Net Amount Due
BROWNFIELD REDEVELOPMENT S	11/22/2022	10/31/2022	6084	Morris Canal - Greenway EPA Multipurpose C	\$5,625.64	\$0.00	\$5,625.64
BROWNFIELD REDEVELOPMENT S	11/22/2022	10/31/2022	6137	Oversight & Mngt - 558 Communipaw GW	\$532.98	\$0.00	\$532.98
BROWNFIELD REDEVELOPMENT S	11/22/2022	10/31/2022	6136	Oversight & Mgmt Services for EPA Mill Cre	\$205.00	\$0.00	\$205.00
BROWNFIELD REDEVELOPMENT S	11/22/2022	10/31/2022	6135	Support Services for Grand Jersey	\$730.00	\$0.00	\$730.00
				Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS: 6 invoice(s) listed.	\$8,081.12	\$0.00	\$8,081.12
CASH							
CASH	11/22/2022	11/17/2022	Petty Cash	Petty Cash Replenishment	\$849.57	\$0.00	\$849.57
				Totals for CASH: 1 invoice(s) listed.	\$849.57	\$0.00	\$849.57
CHRISTOPHER FIORE							
CHRISTOPHER FIORE	11/22/2022	10/27/2022	INV173010324	Expense Reimbursement - Zoom	\$91.31	\$0.00	\$91.31
CHRISTOPHER FIORE	11/22/2022	9/27/2022	Nov. 2022	Expense Reimbursement - Travel- Conf. 9/27	\$182.13	\$0.00	\$182.13
CHRISTOPHER FIORE	11/22/2022	10/19/2022	Nov. 2022	Expense Reimburse - Staff Lunch	\$223.44	\$0.00	\$223.44
CHRISTOPHER FIORE	11/22/2022	9/30/2022	Nov. 2022	Reimbursement - Housing Conference - Hotel	\$199.10	\$0.00	\$199.10
CHRISTOPHER FIORE	11/22/2022	9/30/2022	Nov. 2022	Reimbursement - Hotel Parking	\$9.73	\$0.00	\$9.73
				Totals for CHRISTOPHER FIORE: 5 invoice(s) listed.	\$705.71	\$0.00	\$705.71
COMCAST							
COMCAST	11/22/2022	10/16/2022	8499 05 354 3248876	Internet Service at 665 Ocean Avenue	\$197.70	\$0.00	\$197.70
COMCAST	11/22/2022	10/26/2022	8499 05 354 4361702	Business Internet and Cable - 39 Kearney Ave	\$442.83	\$0.00	\$442.83
				Totals for COMCAST: 2 invoice(s) listed.	\$640.53	\$0.00	\$640.53
CRYSTAL POINT CONDOMINIUM ASSOC.							
CRYSTAL POINT CONDOMINIUM A	11/22/2022	11/1/2022	December 2022	Monthly Maintenance Fee Dec.	\$152.40	\$0.00	\$152.40
				Totals for CRYSTAL POINT CONDOMINIUM ASSOC.: 1 invoice(s) listed.	\$152.40	\$0.00	\$152.40
DELTA STORAGE							
DELTA STORAGE	11/22/2022	11/8/2022	00262093	Storage Unit - Size: 10x30, Unit #: 1001	\$980.00	\$0.00	\$980.00
DELTA STORAGE	11/22/2022	11/8/2022	00262093	Storage Unit - Size: 10x30, Unit #: 1172	\$938.00	\$0.00	\$938.00
				Totals for DELTA STORAGE: 2 invoice(s) listed.	\$1,918.00	\$0.00	\$1,918.00
DIANA JEFFREY							
DIANA JEFFREY	11/22/2022	10/18/2022	October 2022	Employee Reimbursement - Dental Depend	\$660.00	\$0.00	\$660.00

# 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>DRESDNER ROBIN ENVIRON MGMT</b>								
DRESDNER ROBIN ENVIRON MGM	11/22/2022	10/16/2022	20135	Professional Environ Services- Berry Lane Pa	\$3,681.25	\$0.00		\$3,681.25
				Totals for DRESDNER ROBIN ENVIRON MGMT:	\$3,681.25	\$0.00		\$3,681.25
<b>Economic Project Solutions, Inc.</b>								
Economic Project Solutions, Inc.	11/22/2022	10/31/2022	14272	Professional Services - Construction Advisor	\$14,897.00	\$0.00		\$14,897.00
				Totals for Economic Project Solutions, Inc.:	\$14,897.00	\$0.00		\$14,897.00
<b>ERIC M. BERNSTEIN &amp; ASSOCIATES, LLC</b>								
ERIC M. BERNSTEIN & ASSOCIATES	11/22/2022	11/2/2022	79869	Legal Services - OPRA	\$1,137.50	\$0.00		\$1,137.50
				Totals for ERIC M. BERNSTEIN & ASSOCIATES, LLC:	\$1,137.50	\$0.00		\$1,137.50
<b>EVENING JOURNAL ASSOCIATION</b>								
EVENING JOURNAL ASSOCIATION	11/22/2022	10/28/2022	000293221	Legal Advertisement - Public Notice of Awar	\$88.65	\$0.00		\$88.65
				Totals for EVENING JOURNAL ASSOCIATION:	\$88.65	\$0.00		\$88.65
<b>Exquisite Property Services</b>								
Exquisite Property Services	11/22/2022	11/11/2022	1795	Property Clean out - 51 Crescent Ave.	\$1,098.00	\$0.00		\$1,098.00
				Totals for Exquisite Property Services:	\$1,098.00	\$0.00		\$1,098.00
<b>FEDERAL EXPRESS</b>								
FEDERAL EXPRESS	11/22/2022	10/31/2022	1735-4013-2	Overnight Deliveries - 7-901-52219	\$107.71	\$0.00		\$107.71
				Totals for FEDERAL EXPRESS:	\$107.71	\$0.00		\$107.71
<b>GALLAGHER BASSETT SERVICES, INC.</b>								
GALLAGHER BASSETT SERVICES, I	11/22/2022	7/25/2022	1305275	Segment Site 10 Investigation Morris Canal	\$1,480.00	\$0.00		\$1,480.00
GALLAGHER BASSETT SERVICES, I	11/22/2022	7/25/2022	1305276	Segment Site 10 Investigation Morris Canal	\$1,500.00	\$0.00		\$1,500.00
				Totals for GALLAGHER BASSETT SERVICES, INC.:	\$2,980.00	\$0.00		\$2,980.00

# Jersey City Redevelopment Agency Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount Expires On	Net Amount Due
<b>GLUCK WALRATH LLP</b>							
GLUCK WALRATH LLP	11/22/2022	9/27/2022	64302	Legal Services -APRA	\$472.50	\$0.00	\$472.50
GLUCK WALRATH LLP	11/22/2022	9/27/2022	64303	Legal Services - 182 Hancock	\$17.50	\$0.00	\$17.50
GLUCK WALRATH LLP	11/22/2022	9/27/2022	64304	Legal Services - 185 Dwight Street	\$70.00	\$0.00	\$70.00
				Totals for GLUCK WALRATH LLP: 3 invoice(s) listed.	\$560.00	\$0.00	\$560.00
<b>Grand Jersey Waterfront Urban Renewal Associates, LLC</b>							
Grand Jersey Waterfront Urban Renewal	11/22/2022	10/31/2022	Nov. 2022	Refund- As Per RDA	\$700,000.00	\$0.00	\$700,000.00
				Totals for Grand Jersey Waterfront Urban Renewal Associates, LLC: 1 invoice(s) listed.	\$700,000.00	\$0.00	\$700,000.00
<b>JC MUNICIPAL UTILITIES AUTHORITY</b>							
JC MUNICIPAL UTILITIES AUTHORITY	11/22/2022	10/13/2022	30303282340000	Water & Sewer - 405 Ocean Ave-3030328234	\$122.44	\$0.00	\$122.44
				Totals for JC MUNICIPAL UTILITIES AUTHORITY: 1 invoice(s) listed.	\$122.44	\$0.00	\$122.44
<b>JERSEY CITY DEPT. OF PUBLIC WORKS</b>							
JERSEY CITY DEPT. OF PUBLIC WORKS	11/22/2022	10/31/2022	2022-9	Redevelopment Gas Usage - July 1, 2022 - Se	\$335.94	\$0.00	\$335.94
				Totals for JERSEY CITY DEPT. OF PUBLIC WORKS: 1 invoice(s) listed.	\$335.94	\$0.00	\$335.94
<b>Jersey Digs</b>							
Jersey Digs	11/22/2022	10/19/2022	1757	Advertising- 174 Newark Ave.	\$2,200.00	\$0.00	\$2,200.00
Jersey Digs	11/22/2022	11/8/2022	1763	Advertising-Pathside- 3 RFP's	\$6,600.00	\$0.00	\$6,600.00
				Totals for Jersey Digs: 2 invoice(s) listed.	\$8,800.00	\$0.00	\$8,800.00
<b>Kassim Handyman Service, LLC</b>							
Kassim Handyman Service, LLC	11/22/2022	7/8/2022	243	Repair Work Bath & Bedroom - 665 Ocean A	\$1,500.00	\$0.00	\$1,500.00
Kassim Handyman Service, LLC	11/22/2022	11/1/2022	07913	Repair Work Apt. 2-3-4- 665 Ocean Ave.	\$800.00	\$0.00	\$800.00
				Totals for Kassim Handyman Service, LLC: 2 invoice(s) listed.	\$2,300.00	\$0.00	\$2,300.00
<b>KINNEY LISOVICZ REILLY &amp; WOLFF PC</b>							
KINNEY LISOVICZ REILLY & WOLF	11/22/2022	10/17/2022	27747	Legal Services - Insurance Issues	\$3,062.50	\$0.00	\$3,062.50
KINNEY LISOVICZ REILLY & WOLF	11/22/2022	10/17/2022	27564	Legal Services - Employment Law Issues	\$87.50	\$0.00	\$87.50
KINNEY LISOVICZ REILLY & WOLF	11/22/2022	10/17/2022	27565	Legal Services - JCRA v Crazy Greek	\$316.00	\$0.00	\$316.00
KINNEY LISOVICZ REILLY & WOLF	11/22/2022	10/17/2022	27566	Legal Services - 2 Second St- Lokal	\$315.00	\$0.00	\$315.00

# 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>MCMANIMON, SCOTLAND &amp; BAUMANN, LLC</b>								
MCMANIMON, SCOTLAND & BAU	11/22/2022	10/18/2022	198201	Legal Services- 25 Pathside	\$21,442.76	\$0.00		\$21,442.76
MCMANIMON, SCOTLAND & BAU	11/22/2022	10/18/2022	198191	Legal Services - Loew's Theater	\$10,755.91	\$0.00		\$10,755.91
MCMANIMON, SCOTLAND & BAU	11/22/2022	10/18/2022	198197	Legal Services - Liberty Science Center	\$8,872.50	\$0.00		\$8,872.50
MCMANIMON, SCOTLAND & BAU	11/22/2022	10/18/2022	198198	Legal Services - 125 Monitor Street	\$1,722.50	\$0.00		\$1,722.50
MCMANIMON, SCOTLAND & BAU	11/22/2022	10/18/2022	198199	Legal Services - Argent Venture/Johnston Vie	\$1,527.50	\$0.00		\$1,527.50
MCMANIMON, SCOTLAND & BAU	11/22/2022	10/18/2022	198206	Legal Services - 8 Aetna	\$1,430.00	\$0.00		\$1,430.00
MCMANIMON, SCOTLAND & BAU	11/22/2022	10/18/2022	198208	Legal Services -Tonnelle- Daylight Transport	\$1,235.00	\$0.00		\$1,235.00
MCMANIMON, SCOTLAND & BAU	11/22/2022	10/18/2022	198220	Legal Services - 30 Journal Square	\$2,242.50	\$0.00		\$2,242.50
MCMANIMON, SCOTLAND & BAU	11/22/2022	10/18/2022	198221	Legal Services - St Lucy's	\$2,340.00	\$0.00		\$2,340.00
MCMANIMON, SCOTLAND & BAU	11/22/2022	10/18/2022	198223	Legal Services - General Counsel	\$11,406.26	\$0.00		\$11,406.26
MCMANIMON, SCOTLAND & BAU	11/22/2022	10/18/2022	198226	Legal Services - 8 Erie St Litigation	\$4,323.70	\$0.00		\$4,323.70
MCMANIMON, SCOTLAND & BAU	11/22/2022	10/18/2022	198231	Legal Services - 367 10th Street 360 9th Stree	\$1,731.84	\$0.00		\$1,731.84
MCMANIMON, SCOTLAND & BAU	11/22/2022	10/18/2022	198233	Legal Services - Morris Canal Greenway	\$1,561.40	\$0.00		\$1,561.40
MCMANIMON, SCOTLAND & BAU	11/22/2022	10/18/2022	198237	Legal Services - Commercial Street	\$4,810.00	\$0.00		\$4,810.00
MCMANIMON, SCOTLAND & BAU	11/22/2022	10/18/2022	198248	Legal Services - 612-616 Communipaw Aven	\$1,982.50	\$0.00		\$1,982.50
MCMANIMON, SCOTLAND & BAU	11/22/2022	10/18/2022	198258	Legal Services - 174 Newark Ave.	\$1,610.00	\$0.00		\$1,610.00
MCMANIMON, SCOTLAND & BAU	11/22/2022	10/18/2022	198259	Legal Services - Greenville Yards	\$1,872.50	\$0.00		\$1,872.50
MCMANIMON, SCOTLAND & BAU	11/22/2022	10/18/2022	198263	Legal Services - 168 Sip/ Claremont	\$2,307.50	\$0.00		\$2,307.50
MCMANIMON, SCOTLAND & BAU	11/22/2022	10/18/2022	198815	Legal Services - BNE/Grand Jersey	\$12,707.50	\$0.00		\$12,707.50
MCMANIMON, SCOTLAND & BAU	11/22/2022	10/31/2022	193999	Revised: Legal Services - Route 440 Develop	\$1,575.00	\$0.00		\$1,575.00
MCMANIMON, SCOTLAND & BAU	11/22/2022	7/26/2022		Legal Services - Westside Station	\$1,325.00	\$0.00		\$1,325.00
Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:					\$98,781.87	\$0.00		\$98,781.87
21 invoice(s) listed.								
<b>METLIFE</b>								
METLIFE	11/22/2022	11/11/2022	December 2022	Employer I.D. #03639 - Deferred Salary Per P	\$75.00	\$0.00		\$75.00
METLIFE	11/22/2022	11/11/2022	December 2022	Employer I.D. #03639 - Deferred Salary Per P	\$75.00	\$0.00		\$75.00
Totals for METLIFE:					\$150.00	\$0.00		\$150.00
2 invoice(s) listed.								
<b>Mobile Mini Solutions</b>								
Mobile Mini Solutions	11/22/2022	10/6/2022	9015482419	40' Standard Tri Cam Storage Container- Loew	\$309.28	\$0.00		\$309.28
Mobile Mini Solutions	11/22/2022	10/4/2022	October 2022	40' Standard Tri Cam Storage Container- Loew	\$210.00	\$0.00		\$210.00
Mobile Mini Solutions	11/22/2022	11/1/2022	9015766696	40' Standard Tri Cam Storage Container- Loew	\$299.28	\$0.00		\$299.28
Mobile Mini Solutions	11/22/2022	11/2/2022	9015780483	40' Standard Tri Cam Storage Container- Loew	\$309.28	\$0.00		\$309.28
Mobile Mini Solutions	11/22/2022	11/3/2022	90157804653	40' Standard Tri Cam Storage Container- Loew	\$309.28	\$0.00		\$309.28
Mobile Mini Solutions	11/22/2022	11/1/2022	9015766697	40' Standard Tri Cam Storage Container- Loew	\$299.28	\$0.00		\$299.28
Mobile Mini Solutions	11/22/2022	11/1/2022	9015766698	40' Standard Tri Cam Storage Container- Loew	\$299.28	\$0.00		\$299.28
Mobile Mini Solutions	11/22/2022	11/2/2022	9015780484	40' Standard Tri Cam Storage Container- Loew	\$309.28	\$0.00		\$309.28

# Jersey City Redevelopment Agency

## Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount Expires On	Discount Expires On	Net Amount Due
<b>New Jersey Roofing Company LLC</b>								
New Jersey Roofing Company LLC	11/22/2022	11/16/2022	1545	Flat Roof Replacement - 405-407 Ocean Ave.	\$30,123.00	\$0.00	\$0.00	\$30,123.00
				Totals for New Jersey Roofing Company LLC:	\$30,123.00	\$0.00	\$0.00	\$30,123.00
				1 invoice(s) listed.				
<b>NW FINANCIAL GROUP, LLC</b>								
NW FINANCIAL GROUP, LLC	11/22/2022	9/30/2022	29594	Financial Advisory - Journal Square SLD	\$2,100.00	\$0.00	\$0.00	\$2,100.00
NW FINANCIAL GROUP, LLC	11/22/2022	9/30/2022	29595	Financial Advisory - Loew's Theater	\$480.00	\$0.00	\$0.00	\$480.00
				Totals for NW FINANCIAL GROUP, LLC:	\$2,580.00	\$0.00	\$0.00	\$2,580.00
				2 invoice(s) listed.				
<b>Paratus Group</b>								
Paratus Group	11/22/2022	10/14/2022	5125	Owner's Representative Services - June 2022	\$28,000.00	\$0.00	\$0.00	\$28,000.00
Paratus Group	11/22/2022	10/14/2022	5126	Owner's Representative Services - July 2022	\$28,000.00	\$0.00	\$0.00	\$28,000.00
Paratus Group	11/22/2022	10/14/2022	5127	Owner's Representative Services - August 20	\$28,000.00	\$0.00	\$0.00	\$28,000.00
Paratus Group	11/22/2022	10/14/2022	5128	Owner's Representative Services - September 2	\$28,000.00	\$0.00	\$0.00	\$28,000.00
				Totals for Paratus Group:	\$112,000.00	\$0.00	\$0.00	\$112,000.00
				4 invoice(s) listed.				
<b>Paul Femicola &amp; Associates, LLC</b>								
Paul Femicola & Associates, LLC	11/22/2022	6/3/2022	3714	Services- 323 Johnston Ave,Block 19003 Lot	\$11,115.00	\$0.00	\$0.00	\$11,115.00
Paul Femicola & Associates, LLC	11/22/2022	7/13/2022	3734	Services- 323 Johnston Ave,Block 19003 Lot	\$9,230.00	\$0.00	\$0.00	\$9,230.00
Paul Femicola & Associates, LLC	11/22/2022	9/8/2022	3761	Services- 323 Johnston Ave,Block 19003 Lot	\$422.50	\$0.00	\$0.00	\$422.50
Paul Femicola & Associates, LLC	11/22/2022	10/5/2022	3816	Services- 323 Johnston Ave,Block 19003 Lot	\$845.00	\$0.00	\$0.00	\$845.00
Paul Femicola & Associates, LLC	11/22/2022	11/2/2022	3839	Services- 323 Johnston Ave,Block 19003 Lot	\$2,145.00	\$0.00	\$0.00	\$2,145.00
				Totals for Paul Femicola & Associates, LLC:	\$23,757.50	\$0.00	\$0.00	\$23,757.50
				5 invoice(s) listed.				
<b>Peter Waldor &amp; Associates</b>								
Peter Waldor & Associates	11/22/2022	11/1/2022	31163	Property Insurance - 199 Stegman Street	\$315.00	\$0.00	\$0.00	\$315.00
Peter Waldor & Associates	11/22/2022	11/4/2022	31195	Property Insurance - 51 Crescent	\$4,588.25	\$0.00	\$0.00	\$4,588.25
Peter Waldor & Associates	11/22/2022	11/15/2022	31237	Property Insurance- Commercial St	\$391.65	\$0.00	\$0.00	\$391.65
				Totals for Peter Waldor & Associates:	\$5,294.90	\$0.00	\$0.00	\$5,294.90
				3 invoice(s) listed.				
<b>PITNEY BOWES CREDIT CORPORATION</b>								
PITNEY BOWES CREDIT CORPORATION	11/22/2022	7/9/2022	1020673707	Meter Usage / Postage	\$126.00	\$0.00	\$0.00	\$126.00
PITNEY BOWES CREDIT CORPORATION	11/22/2022	10/9/2022	1021281840	Postage Machine - Lease/5/31/2022/-8/30/202	\$126.00	\$0.00	\$0.00	\$126.00

# 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
<b>PUBLIC SERVICE ELECTRIC &amp; GAS</b>								
PUBLIC SERVICE ELECTRIC & GAS	11/22/2022	10/19/2022	72-357-631-08	Gas & Electric - 292 MLK Dr - Floor 1	\$27.52	\$0.00		\$27.52
PUBLIC SERVICE ELECTRIC & GAS	11/22/2022	10/19/2022	72-357-632-05	Gas & Electric - 292 MLK Dr - Floor 2	\$27.06	\$0.00		\$27.06
PUBLIC SERVICE ELECTRIC & GAS	11/22/2022	10/19/2022	72-729-965-01	Gas & Electric - 665 Ocean Avenue - HSE	\$76.95	\$0.00		\$76.95
PUBLIC SERVICE ELECTRIC & GAS	11/22/2022	10/19/2022	72-729-979-07	Gas & Electric - 665 Ocean Avenue - Office A	\$76.52	\$0.00		\$76.52
PUBLIC SERVICE ELECTRIC & GAS	11/22/2022	10/19/2022	72-729-980-08	Gas & Electric - 665 Ocean Avenue - Office B	\$186.42	\$0.00		\$186.42
PUBLIC SERVICE ELECTRIC & GAS	11/22/2022	10/19/2022	72-729-971-09	Gas & Electric - 665 Ocean Avenue - Apt. 2A	\$96.83	\$0.00		\$96.83
PUBLIC SERVICE ELECTRIC & GAS	11/22/2022	10/19/2022	72-729-972-06	Gas & Electric - 665 Ocean Avenue - Apt. 2B	\$52.49	\$0.00		\$52.49
PUBLIC SERVICE ELECTRIC & GAS	11/22/2022	10/19/2022	72-729-973-03	Gas & Electric - 665 Ocean Avenue - Apt. 2C	\$46.60	\$0.00		\$46.60
PUBLIC SERVICE ELECTRIC & GAS	11/22/2022	10/19/2022	72-729-974-00	Gas & Electric - 665 Ocean Avenue - Apt. 2D	\$50.52	\$0.00		\$50.52
PUBLIC SERVICE ELECTRIC & GAS	11/22/2022	10/19/2022	72-729-975-08	Gas & Electric - 665 Ocean Avenue - Apt. 3A	\$56.89	\$0.00		\$56.89
PUBLIC SERVICE ELECTRIC & GAS	11/22/2022	10/19/2022	72-729-976-05	Gas & Electric - 665 Ocean Avenue - Apt. 3B	\$26.69	\$0.00		\$26.69
PUBLIC SERVICE ELECTRIC & GAS	11/22/2022	10/19/2022	72-729-977-02	Gas & Electric - 665 Ocean Avenue - Apt. 3C	\$38.62	\$0.00		\$38.62
PUBLIC SERVICE ELECTRIC & GAS	11/22/2022	10/19/2022	72-729-978-18	Gas & Electric - 665 Ocean Avenue - Apt. 3D	\$33.14	\$0.00		\$33.14
PUBLIC SERVICE ELECTRIC & GAS	11/22/2022	10/20/2022	75-481-965-04	Gas & Electric - 51 Crescent Avenue - Fl 1	\$37.15	\$0.00		\$37.15
PUBLIC SERVICE ELECTRIC & GAS	11/22/2022	10/13/2022	42-497-031-18	Gas & Electric - 25 Journal Square	\$1,214.37	\$0.00		\$1,214.37
PUBLIC SERVICE ELECTRIC & GAS	11/22/2022	10/20/2022	75-491-378-03	Gas & Electric - 51 Crescent Avenue - Fl 2	\$37.15	\$0.00		\$37.15
Totals for PUBLIC SERVICE ELECTRIC & GAS: 16 invoice(s) listed.					\$2,084.92	\$0.00		\$2,084.92
<b>QUARTERRA MULTIFAMILY COMMUNITIES</b>								
QUARTERRA MULTIFAMILY COMM	11/22/2022	11/16/2022	Escrow Refund	Escrow Refund - Laurell Saddlewood	\$397.80	\$0.00		\$397.80
Totals for QUARTERRA MULTIFAMILY COMMUNITIES: 1 invoice(s) listed.					\$397.80	\$0.00		\$397.80
<b>READY REFRESH</b>								
READY REFRESH	11/22/2022	11/4/2022	Sept. - Oct. 2022	H/C Water dispenser	\$89.90	\$0.00		\$89.90
Totals for READY REFRESH: 1 invoice(s) listed.					\$89.90	\$0.00		\$89.90
<b>Schenck Price Smith &amp; King, LLP</b>								
Schenck Price Smith & King, LLP	11/22/2022	9/7/2022	1181614	Legal Services - Lease Agreement with PSEG	\$698.25	\$0.00		\$698.25
Schenck Price Smith & King, LLP	11/22/2022	9/7/2022	1181615	Legal Services - Grant Agreement Youth Foun	\$588.00	\$0.00		\$588.00
Schenck Price Smith & King, LLP	11/22/2022	10/12/2022	1181617	Legal Services - Lease Agreement with PSEG	\$330.75	\$0.00		\$330.75
Schenck Price Smith & King, LLP	11/22/2022	10/12/2022	1181618	Legal Services - Grant Agreement Youth Foun	\$624.75	\$0.00		\$624.75
Schenck Price Smith & King, LLP	11/22/2022	10/12/2022	1181619	Legal Services Lease Agreement Sarah's Daugh	\$1,084.13	\$0.00		\$1,084.13
Totals for Schenck Price Smith & King, LLP: 5 invoice(s) listed.					\$3,325.88	\$0.00		\$3,325.88

# 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>Silagy Contracting, LLC.</b>								
Silagy Contracting, LLC.	11/22/2022	10/25/2022	12867-1	Lawn Maintenance & Trash Removal- 185 Dw	\$170.00	\$0.00		\$170.00
Silagy Contracting, LLC.	11/22/2022	10/25/2022	12867-2	Lawn Maintenance & Trash Removal- 284 MI	\$320.00	\$0.00		\$320.00
Silagy Contracting, LLC.	11/22/2022	10/25/2022	12867-3	Lawn Maintenance & Trash Removal - 174-1	\$650.00	\$0.00		\$650.00
Silagy Contracting, LLC.	11/22/2022	10/25/2022	12867-4	Lawn Maintenance & Trash Removal - 292 M	\$360.00	\$0.00		\$360.00
Silagy Contracting, LLC.	11/22/2022	10/25/2022	12867-6	Lawn Maintenance & Trash Removal- 326-3	\$480.00	\$0.00		\$480.00
Silagy Contracting, LLC.	11/22/2022	10/25/2022	12867-7	Lawn Maintenance & Trash Removal- 408-4	\$340.00	\$0.00		\$340.00
Silagy Contracting, LLC.	11/22/2022	10/25/2022	12867-8	Lawn Maintenance & Trash Removal- 199 Wc	\$190.00	\$0.00		\$190.00
Silagy Contracting, LLC.	11/22/2022	10/25/2022	12867-10	Lawn Maintenance & Trash Removal- 665 Oc	\$240.00	\$0.00		\$240.00
Silagy Contracting, LLC.	11/22/2022	10/25/2022	12867-11	Lawn Maintenance & Trash Removal - Manil	\$350.00	\$0.00		\$350.00
Silagy Contracting, LLC.	11/22/2022	10/25/2022	12867-12	Lawn Maintenance & Trash Removal - 550 J	\$760.00	\$0.00		\$760.00
Silagy Contracting, LLC.	11/22/2022	10/25/2022	12867-13	Lawn Maintenance & Trash Removal - 84 Sip	\$200.00	\$0.00		\$200.00
Silagy Contracting, LLC.	11/22/2022	10/25/2022	12867-17	Lawn Maintenance & Trash Removal - 558 C	\$280.00	\$0.00		\$280.00
Silagy Contracting, LLC.	11/22/2022	10/25/2022	12867-18	Lawn Maintenance & Trash Removal - 612-6	\$490.00	\$0.00		\$490.00
Silagy Contracting, LLC.	11/22/2022	10/25/2022	12867-19	Lawn Maintenance & Trash Removal - 51 Cr	\$180.00	\$0.00		\$180.00
Silagy Contracting, LLC.	11/22/2022	10/25/2022	12867-20	Lawn Maintenance & Trash Removal - 125 M	\$1,800.00	\$0.00		\$1,800.00
Silagy Contracting, LLC.	11/22/2022	10/25/2022	12867-21	Lawn Maintenance & Trash Removal - 199 S	\$740.00	\$0.00		\$740.00
Silagy Contracting, LLC.	11/22/2022	11/10/2022	12900	Purchase & Installation -Locks	\$1,155.00	\$0.00		\$1,155.00
Silagy Contracting, LLC.	11/22/2022	11/10/2022	12901	Supply & Install Master Lock Key Box 84 Sip	\$300.00	\$0.00		\$300.00
Silagy Contracting, LLC.	11/22/2022	10/25/2022	12867-5	Lawn Maintenance & Trash Removal - 314 M	\$320.00	\$0.00		\$320.00
Silagy Contracting, LLC.	11/22/2022	10/25/2022	12867-9	Lawn Maintenance & Trash Removal- 405-4	\$170.00	\$0.00		\$170.00
Silagy Contracting, LLC.	11/22/2022	10/25/2022	12867-14	Lawn Maintenance & Trash Removal - 80 Ba	\$360.00	\$0.00		\$360.00
Silagy Contracting, LLC.	11/22/2022	10/25/2022	12867-15	Lawn Maintenance & Trash Removal - 336-3	\$480.00	\$0.00		\$480.00
Silagy Contracting, LLC.	11/22/2022	10/25/2022	12867-16	Lawn Maintenance & Trash Removal - 1054 C	\$200.00	\$0.00		\$200.00
				<b>Totals for Silagy Contracting, LLC.:</b>	<b>\$10,535.00</b>	<b>\$0.00</b>		<b>\$10,535.00</b>
				23 invoice(s) listed.				
<b>STAPLES CREDIT PLAN</b>								
STAPLES CREDIT PLAN	11/22/2022	11/5/2022	601110004335774	Office Supplies	\$905.24	\$0.00		\$905.24
				<b>Totals for STAPLES CREDIT PLAN:</b>	<b>\$905.24</b>	<b>\$0.00</b>		<b>\$905.24</b>
				1 invoice(s) listed.				
<b>STATE OF N.J. DEPT OF LABOR</b>								
STATE OF N.J. DEPT OF LABOR	11/22/2022	10/19/2022	EIN0226002881	Labor & Workforce Development -Ending 12	\$141.18	\$0.00		\$141.18
				<b>Totals for STATE OF N.J. DEPT OF LABOR:</b>	<b>\$141.18</b>	<b>\$0.00</b>		<b>\$141.18</b>
				1 invoice(s) listed.				
<b>SWA/Balsley Lanscape Architects</b>								
SWA/Balsley Lanscape Architects	11/22/2022	10/14/2022	1317	Professional Landscape/Architectural Svcs-Cr	\$12,500.00	\$0.00		\$12,500.00
				<b>Totals for SWA/Balsley Lanscape Architects:</b>	<b>\$12,500.00</b>	<b>\$0.00</b>		<b>\$12,500.00</b>
				1 invoice(s) listed.				



## Jersey City Redevelopment Agency Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount Expires On	Discount Expires On	Net Amount Due
<b>Thornton Tomasetti, Inc.</b>								
Thornton Tomasetti, Inc.	11/22/2022	10/11/2022	N22351.00-2	Professional Services- Pathside Aug. 27 thour	\$2,400.00	\$0.00		\$2,400.00
Thornton Tomasetti, Inc.	11/22/2022	10/11/2022	N22351.00-3	Professional Services- Pathside Oct. 1 through	\$9,600.00	\$0.00		\$9,600.00
				Totals for Thornton Tomasetti, Inc.:	\$12,000.00	\$0.00		\$12,000.00
				2 invoice(s) listed.				
<b>TOSHIBA FINANCIAL SERVICES</b>								
TOSHIBA FINANCIAL SERVICES	11/22/2022	11/1/2022	5022574507	Payment for Copier Lease - Nov. 2022	\$1,174.60	\$0.00		\$1,174.60
				Totals for TOSHIBA FINANCIAL SERVICES:	\$1,174.60	\$0.00		\$1,174.60
				1 invoice(s) listed.				
<b>TREASURER - STATE OF NEW JERSEY</b>								
TREASURER - STATE OF NEW JER	11/22/2022	10/18/2022	222009730	Annual Site Remediation Fee- Kellogg St.	\$420.00	\$0.00		\$420.00
TREASURER - STATE OF NEW JER	11/22/2022	10/12/2022	221979920	Annual Site Remediation Fee - 36-44 Aetna	\$10,285.00	\$0.00		\$10,285.00
				Totals for TREASURER - STATE OF NEW JERSEY:	\$10,705.00	\$0.00		\$10,705.00
				2 invoice(s) listed.				
<b>UNITED WAY OF HUDSON COUNTY</b>								
UNITED WAY OF HUDSON COUNT	11/22/2022	11/1/2022	October 2022	Case/Property Mngt. Services at 665 Ocean A	\$4,791.67	\$0.00		\$4,791.67
				Totals for UNITED WAY OF HUDSON COUNTY:	\$4,791.67	\$0.00		\$4,791.67
				1 invoice(s) listed.				
<b>VDA</b>								
VDA	11/22/2022	1/31/2022	00116400	Programming & Concept Design	\$500.00	\$0.00		\$500.00
				Totals for VDA:	\$500.00	\$0.00		\$500.00
				1 invoice(s) listed.				
<b>VERIZON</b>								
VERIZON	11/22/2022	10/23/2022	9918983978	Agency Cell Phone Bill	\$243.58	\$0.00		\$243.58
				Totals for VERIZON:	\$243.58	\$0.00		\$243.58
				1 invoice(s) listed.				
<b>VICTORIA BONNERS</b>								
VICTORIA BONNERS	11/22/2022	11/1/2022	Nov. 2022	Employee Reimbursement - Handbag Damage	\$45.84	\$0.00		\$45.84
				Totals for VICTORIA BONNERS:	\$45.84	\$0.00		\$45.84
				1 invoice(s) listed.				
<b>W. B. MASON CO., INC.</b>								
W. B. MASON CO., INC.	11/22/2022	10/6/2022	233280159	Office Supplies	\$115.16	\$0.00		\$115.16
W. B. MASON CO., INC.	11/22/2022	10/25/2022	233726394	Office Supplies	\$387.72	\$0.00		\$387.72

# Jersey City Redevelopment Agency

## Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount Expires On	Net Amount Due
W. B. MASON CO., INC.	11/22/2022	10/11/2022	233371434	Office Supplies	\$33.95	\$0.00	\$33.95
				Totals for W. B. MASON CO., INC.:	\$536.83	\$0.00	\$536.83
				3 invoice(s) listed.			
<b>Wielkotz &amp; Company, LLC.</b>							
Wielkotz & Company, LLC.	11/22/2022	11/1/2022	22-00085-02709	CFO Accounting Services Rendered Nov. 20	\$7,500.00	\$0.00	\$7,500.00
	11/22/2022	11/11/2022	22-00085-02786	CFO Accounting Services Rendered Nov. 20	\$550.00	\$0.00	\$550.00
				Totals for Wielkotz & Company, LLC.:	\$8,050.00	\$0.00	\$8,050.00
2 invoice(s) listed.							
<b>XEROX CORPORATION</b>							
XEROX CORPORATION	11/22/2022	10/6/2022	017308562	Meter Usage / Printer	\$191.27	\$0.00	\$191.27
	11/22/2022	10/4/2022	175862514	Meter Usage/ Printer Unconnected Device	\$10.00	\$0.00	\$10.00
				Totals for XEROX CORPORATION:	\$201.27	\$0.00	\$201.27
2 invoice(s) listed.							
<b>GRAND TOTALS:</b>					\$1,179,859.75	\$0.00	\$1,179,859.75

## Jersey City Redevelopment Agency Cash Requirements Report

11/18/2022 3:44:52PM

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 (11/20/2022 to 11/26/2022)  
Include all Post Statutes  
Include all Invoices  
Include all Vendors  
Include these Banks: Provident Checking  
Include all Invoice Attributes  
Include all Vendor Attributes

# Jersey City Redevelopment Agency

## Cash Requirements Report

### INVESTORS BANK

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<b>CME ASSOCIATES</b>								
CME ASSOCIATES	11/22/2022	8/9/2022	0310504	Engineering Services - Bayfront Redevelopment	\$17,095.50	\$0.00		\$17,095.50
CME ASSOCIATES	11/22/2022	11/9/2022	0316406	Engineering Services - Bayfront Redevelopment	\$14,095.00	\$0.00		\$14,095.00
CME ASSOCIATES	11/22/2022	10/28/2022	0315913	Engineering Services - Bayfront Redevelopment	\$10,536.00	\$0.00		\$10,536.00
				<b>Totals for CME ASSOCIATES:</b>	<b>\$41,726.50</b>	<b>\$0.00</b>		<b>\$41,726.50</b>
<b>MCMANIMON, SCOTLAND &amp; BAUMANN, LLC</b>								
MCMANIMON, SCOTLAND & BAU	11/22/2022	10/18/2022	198207	Legal Services - Bayfront/Honeywell	\$2,695.00	\$0.00		\$2,695.00
				<b>Totals for MCMANIMON, SCOTLAND &amp; BAUMANN, LLC:</b>	<b>\$2,695.00</b>	<b>\$0.00</b>		<b>\$2,695.00</b>
<b>POTOMAC-HUDSON ENVIRONMENTAL I</b>								
POTOMAC-HUDSON ENVIRONMEN	11/22/2022	11/2/2022	22.627.31	Environmental Services - Bayfront Sept. - Oct.	\$7,525.48	\$0.00		\$7,525.48
				<b>Totals for POTOMAC-HUDSON ENVIRONMENTAL I:</b>	<b>\$7,525.48</b>	<b>\$0.00</b>		<b>\$7,525.48</b>
<b>Wielkatz &amp; Company, LLC.</b>								
Wielkatz & Company, LLC.	11/22/2022	11/11/2022	22-00085-02787	CFO Accounting Services Rendered Bayfront	\$550.00	\$0.00		\$550.00
				<b>Totals for Wielkatz &amp; Company, LLC.:</b>	<b>\$550.00</b>	<b>\$0.00</b>		<b>\$550.00</b>
				<b>GRAND TOTALS:</b>	<b>\$52,496.98</b>	<b>\$0.00</b>		<b>\$52,496.98</b>

# Jersey City Redevelopment Agency

## Cash Requirements Report

### INVESTORS BANK

11/18/2022 3:46:21PM

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 (11/20/2022 to 11/26/2022)  
Include all Post Statutes  
Include all Invoices  
Include all Vendors  
Include these Banks: Investors - Bayfront  
Include all Invoice Attributes  
Include all Vendor Attributes

# Jersey City Redevelopment Agency

## Cash Requirements Report

### PATHSIDE - PROVIDENT BANK CHECKING

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<b>LA CENTRE NATIONAL d'ART et de CULTURE GEORGES POMPIDOU</b>								
LA CENTRE NATIONAL d'ART et de C	11/22/2022	6/27/2022	0000384	Implementation Contract - Centre Pompidou	\$120,000.00	\$0.00		\$120,000.00
LA CENTRE NATIONAL d'ART et de C	11/22/2022	10/11/2022	0000704	Implementation Contract - Centre Pompidou	\$700,000.00	\$0.00		\$700,000.00
				<i>Totals for LA CENTRE NATIONAL d'ART et de CULTURE GEORGES POMPIDOU:</i>	<i>\$820,000.00</i>	<i>\$0.00</i>		<i>\$820,000.00</i>
<b>GRAND TOTALS:</b>					<b>\$820,000.00</b>	<b>\$0.00</b>		<b>\$820,000.00</b>

**Jersey City Redevelopment Agency**  
**Cash Requirements Report**  
PATHSIDE - PROVIDENT BANK CHECKING

11/18/2022 3:46:34PM

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 (11/20/2022 to 11/26/2022)  
Include all Post Statuses  
Include all Invoices  
Include all Vendors  
Include these Banks: Provident - Pathside  
Include all Invoice Attributes  
Include all Vendor Attributes

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE PERSONNEL LIST AS OF NOVEMBER 22, 2022**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Personnel List as of November 22, 2022

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that the Personnel List as of November 22, 2022 be approved as presented.

\_\_\_\_\_  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners adopted at their Meeting dated November 22, 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	✓			