RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE MINUTES OF THE SPECIAL REMOTE PUBLIC MEETING FEBRUARY 28, 2023

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 March 21, 2023

RECORD OF COMMISSIONERS VOTE										
<u>NAME</u>	AYE	NAY	ABSTAIN	ABSENT						
Donald R. Brown	/									
Douglas Carlucci	1									
Victor Negron, Jr.	1									
Erma D. Greene				1						
Darwin R. Ona	-			1						
Denise Ridley	I									
Daniel Rivera	1									

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE MINUTES OF EXECUTIVE SESSIONS OF THE REMOTE PUBLIC MEETINGS OF FEBRUARY 28, 2023

WHEREAS, the Board of Commissioners approved going into closed session at their meetings of February 28, 2023; 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 Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their meeting dated March 21, 2023

RECORD OF COMMISSIONERS VOTE									
<u>NAME</u>	<u>AYE</u>	NAY	<u>ABSTAIN</u>	ABSENT					
Donald R. Brown	/								
Douglas Carlucci	1								
Victor Negron, Jr.	/								
Erma D. Greene				√					
Darwin R. Ona	_			1					
Denise Ridley	1								
Daniel Rivera									

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE RENEWAL OF THE PROFESSIONAL SERVICES CONTRACT NO. 23-03-JL1 WITH NW FINANCIAL GROUP, LLC FOR REDEVELOPMENT FINANCIAL CONSULTANT SERVICES IN ALL PROJECT AREAS

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

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

WHEREAS, NW Financial Group, LLC ("NW Financial") submitted a proposal to the Agency to provide financial consultant services including but not limited to cost and benefit analyses of complex financial matters, preparation of financial reports, and provision of financial solutions to promote the success of redevelopment projects (the "Financial Services"); and

WHEREAS, on March 2, 2023, NW Financial submitted an updated proposal to the Agency (the "Proposal") detailing its qualifications and rates to render the Financial Services; and

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

WHEREAS, the Agency wishes to enter into Professional Service Agreement 23-03-JL1 with NW Financial (the "Agreement") for a term not to exceed one (1) year to perform the Financial Services in accordance with the rates set forth in the Proposal, which amounts shall not exceed Fifteen Thousand Dollars (\$15,000.00) for Financial Services provided on projects other than the sale of bonds or notes, and shall not exceed \$1/\$1,000 (with a minimum of \$15,000) plus reasonable out of pocket expenses for the issuance of bonds or notes; and

WHEREAS, the Financial Services are of a professional nature within the purview of N.J.S.A. 40A:11-5(1)(a)(i) of the LPCL such that the Agreement does not require competitive bidding; and

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

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

WHEREAS, the Agency certifies that it has funds available for the costs of the Financial Services; and

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

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

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

Section 2. The Board of Commissioners hereby awards a contract to NW Financial for the performance of certain Financial Services as set forth in the Proposal for a total contract amount not to exceed Fifteen Thousand Dollars (\$15,000.00) for Financial Services provided on projects other than the sale of bonds or notes, and an amount not to exceed \$1/\$1,000 (with a minimum of \$15,000) plus reasonable out of pocket expenses for the issuance of bonds or notes, for a term to expire no later than one (1) year after the effective date of such agreement, in accordance with terms and conditions set forth in the Agency's form professional services agreement.

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

Section 4. This resolution shall take effect immediately.

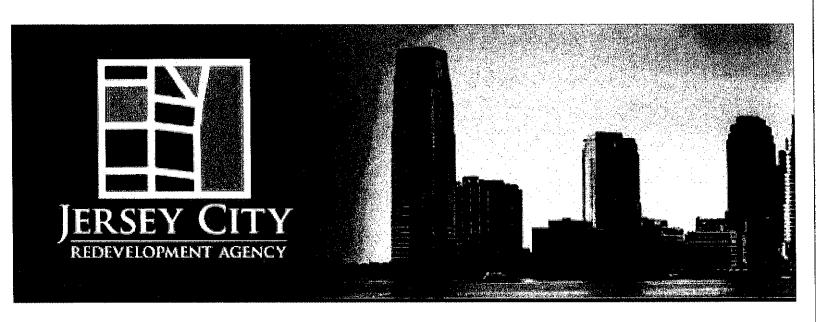
Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Special Meeting of March 21, 2023.

Diana H. Jeffrey, Secretary

RECORD OF COMMISSIONERS VOTE							
NAME	AYE	NAY	<u>ABSTAIN</u>	ABSENT			
Donald R. Brown							
Douglas Carlucci							
Erma D. Greene				1			
Victor Negron, Jr.							
Darwin R. Ona				1			
Denise Ridley							
Daniel Rivera							



PROPOSAL TO PROVIDE FINANCIAL CONSULTING SERVICES TO THE JERSEY CITY REDEVELOPMENT AGENCY



Due: March 2, 2023

Presented by:

NW Financial Group, LLC 2 Hudson Place, 3rd Floor Hoboken, NJ 07030 201-656-0115 info@nwfinancial.com



2 Hudson Place, 3rd Fl. Hoboken, NJ 07030 Tel (201) 656-0115 Fax (201) 656-4905 www.nwfinancial.com

March 2, 2023

Mr. Christopher Fiore Assistant Executive Director Jersey City Redevelopment Agency 66 York Street Jersey City, NJ 07302 FioreC@icnj.org

Re: Proposal to Provide Redevelopment Financial Consultant Services

Dear Mr. Fiore:

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

- NW Financial has the pleasure to currently provide various services for the Agency including Financial Advisory and Redevelopment Consulting. Since 2016 we have completed 9 transactions with a total par amount of over \$185 million in issuances. We hope to be re-appointed and believe with our knowledge and years of experience we can continue to provide superior service to the Agency. More information can be found within our proposal.
- Additionally, NW Financial professionals have a long history of working in Hudson County. Our
 professionals have served as financial advisor or underwriter on 335 transactions with over \$9.9
 billion in issuances within the County since 1998.
- NW Financial has advised many clients on redevelopment implementation on hundreds of projects that include public-private partnerships, market-rate residential projects, commercial redevelopment, and affordable housing. We have provided economic impact analyses and fiscal impact analyses for new development projects in many municipalities.
- We recognize that economic development and growth is a key issue for every municipality in New Jersey. Our seasoned professionals have produced hundreds of fiscal impact analyses for our clients on a wide variety of assignments. NW Financial has structured innovative financing solutions for our clients including Payments In Lieu of Taxes ("PILOTs", and Redevelopment Area Bonds ("RABs").
- We fully understand the scope of services and its commitment to provide these services promptly
 as required by the Agency. As you will note in the attached resumes, the Agency will be assigned
 a senior team with decades of experience and similar clients throughout the state.

We hope this proposal will convince you of the quality of service and depth of expertise NW Financial is prepared to continue to offer the Agency. If you have any questions regarding the attached proposal, please do not hesitate to call me. Thank you again for inviting us to propose.

Very truly yours,

Michael Hanley

Principal =

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APPENDIX A. REQUIRED DOCUMENTS



1. COMPANY PROFILE

NW Financial Group, LLC (NW Financial) was incorporated in the State of New Jersey on June 26, 1996. Our firm is also certified in the States of Pennsylvania and Delaware. We are registered with the Securities Exchange Commission and the Municipal Securities Rulemaking Board as an Independent Registered Municipal Advisory and Consulting Firm.

As financial advisor, NW Financial has raised tens of billions of dollars in capital for our governmental clients since our inception in 1996. We are continually ranked among the top financial advisors by the Bond Buyer in the State of New Jersey and the Northeast Region.

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

- County and Municipal Governments
- Transportation Agencies
- Redevelopment Agencies
- School Districts
- State Agencies

- Housing Authorities
- Improvement Authorities
- Parking Authorities
- Utility Authorities
- Energy Authorities

NW Financial also provides a wide range of non-transactional consulting and advisory services, including asset disposition analysis, management consulting, public/private partnerships, strategic advice on negotiations and settlements, litigation support, procurement advice, continuing disclosure, ARP, and a wide variety of other financings that are customized to meet client needs.

NW Financial has access to Bloomberg and uses the latest technology and software to model and structure bond and note transactions. We use this same skill set to build other financial models designed to:

- determine tax and rate impact
- provide budget and cashflow projections
- address issues associated with redevelopment (PILOTs, incentives, financing, etc.)
- assess capital valuation

We pride ourselves on our ability to develop financial modeling in connection with the most complex financial issues. Our professionals are in constant contact and have working relationships with major credit rating agencies. We understand their ranking criteria and the issues and concerns they deem important when evaluating municipal credits. Finally, we have a working knowledge of lending products available in the marketplace giving us the ability to analyze financing options.

2. EXPERIENCE WITH THE AGENCY

For 23 years, NW Financial has assisted the City in navigating through some of the most difficult economic conditions because of the financial crisis. The City has overcome significant challenges faced by many municipalities in the current economy, including a decline in State aid and continually rising costs. Below are some examples:

\$9,745,000 Project Note Series 2022 (Park Street Redevelopment Project) (City Guaranteed) Federally Taxable

- NW Financial acted as Financial Advisor to the JCRA issuance of \$9,745,000 Taxable Series 2022.
- Pathside Redevelopment Project (City Guaranteed) (Federally Taxable) (Non-Callable) was priced 4.00% coupon rate to yield 3.00%
- > The Coles Street Park will include water and sewer infrastructure, roadway improvement, sidewalks, and other improvements such as the "Park Street Improvements'. This Series will refund the previous series of notes issued in 2021
- > Security for the bonds is provided by the JCRA, the guarantee from the City of Jersey City, and Special Assessment from the Developers.

\$16,570,000 Project Notes, Series 2022 (Hudson County Community College Project) (Federally Taxable)(City Guaranteed)

- NW Financial acted as Financial Advisor to the City of Jersey City (the "City") for the issuance of the \$10,000,000 Special Emergency Notes, Series 2021H (Federally Taxable) (the "Notes"). The Notes constitute general obligations of the City, and the full faith and credit and unlimited taxing power of the City.
- The Notes are being issued to (i) finance the acquisition of property, from the Hudson County Community College, (ii) finance Agency costs associated with identifying prospective redevelopers of the Property; (iii) pay certain capitalized interest; and (iv) pay cost and expenses associated with the issuance of the Notes.
- The Notes were issued on a negotiated basis, with a closing date of March 16, 2022, and a maturity of March 16, 2023. Stifel acted as underwriter and the TIC of the deal was 1.593%.

\$121,505,000 Obligations (Bayfront Redevelopment Project) (City Guaranteed) — consisting of: \$54,135,000 Revenue Bonds, Series 2022; \$52,370,000 Project Note, Series 2022; \$15,000,000 Project Note, Series 2022 (Federally Taxable)

\$15,930,000 Project Notes, Series 2022C (Bayfront Redevelopment Project) (City Guaranteed) (Federally Taxable)

- NW Financial acted as Financial Advisor to the Jersey City Redevelopment Agency (the "Agency") for the issuance of the \$15,930,000 Project Notes, Series 2022C (Bayfront Redevelopment Project)(Federally Taxable) (the "Notes"). The Notes constitute limited obligation to the Agency and are secured by a subsidy agreement between the Agency and the City of Jersey City.
- The Notes are being issued to (i) currently refund the Agency's \$15,000,000 Project Note, Series 2022B (Bayfront Redevelopment Project) (City Guaranteed) (Federally Taxable) maturing on January 11, 2023 (the "Series 2022B Note"), the proceeds of which were initially used to partially finance the acquisition of the Development Parcels from the City, pay additional cost of the Redevelopment Project, pay Capitalized interest on the Note; and (iii) pay certain administrative cost of the Agency, including cost and expenses associated with the issuance of the Note.

The Notes were issued on a negotiated basis, with a closing date of March 29, 2022, and a maturity of December 28, 2023. Stifel acted as underwriter and the TIC of the deal was 5.2999%.

\$2,900,000 City Guaranteed Special Assessment Bonds Series 2020 (Park Street Redevelopment Project) (City Guaranteed) Federally Taxable

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

\$10,000,000 Project Note, Series 2021 (Pathside Redevelopment Project)(City Guaranteed) Federally Taxable

\$10,000,000 Project Note, Series 2020 (Pathside Redevelopment Project) (City Guaranteed) Federally Taxable

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

Long-term tax exemption and issuance of Redevelopment Area Bonds

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

Redevelopment Area Bond Issuance

NW Financial Group negotiated a long-term tax exemption and Redevelopment Area Bond issuance with respect to the development of 25 Columbus in the City's Paulus Hook neighborhood. This project will include a 52-story residential tower with 750 residential units, 5% of which will be reserved for affordable housing at 80% of the Area Median Income.

In addition, the unique structure negotiated by the City and NW will also include the development of a 35,000-square-foot elementary school to be built at the developer's expense and provided to the Jersey City Board of Education at no cost. The development will also include approximately 18,400 square feet of ground-floor retail and a 419-space structured parking facility. The City expects to issue approximately \$1 million in non-recourse Redevelopment Area Bonds and the project was completed in January 2020. The total cost of the project is approximately \$364 million.

3. REDEVELOPMENT CONSULTING EXPERIENCE

NW Financial has provided services to redevelopment agencies, Counties, County Authorities, and Municipalities on a broad variety of redevelopment projects and financings. Our experience ranges from large cities to smaller boroughs on projects including housing, commercial, retail, parking, transportation, mixed-use developments, and recreational facilities.

Redevelopment economics are unique and require a blended skill set that includes real estate finance, public finance, an understanding of subsidy layering, familiarity with differing laws and regulations, and an understanding of the volatility of values across even a few blocks. NW Financial professionals have developed a deep understanding of the actual and pro-forma values of the marketplace as it relates to rents, expenses, lender requirements, funding sources, and the required return on investment as well as the various financial incentives that are available to municipalities and developers to spur development.

NW Financial's team can ensure that appropriate firm resources are brought to bear on issues that arise during the project and that all end products meet the firm's high-quality standards. As you will see in our proposal, our firm and professionals have the ability to establish and maintain effective working relationships with business executives, site selectors, regional and state economic development agencies, developers, elected officials, and advisory boards.

We have been integral in negotiating the terms of multiple billions of dollars of development throughout the State of New Jersey encompassing hundreds of redevelopment projects in municipalities such as:

Asbury Park	Irvington	Piscataway
Bayonne	Jersey City	Plainfield
Bloomfield	Lawnside	Rahway
Boonton	Lincoln Park	Ridgefield
Bound Brook	Linden	Roseland
Dunellen	Little Ferry	Rutherford
East Orange	Matawan	Teaneck
Edgewater	Mount Arlington	Union
Fort Lee	Newark	Wallington
Hackensack	Newton	Weehawken
Hoboken	Paterson	West New York
Holmdel	Perth Amboy	

LONG-TERM TAX EXEMPTION LAW

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

In general, the LTTE Law has more requirements with respect to how Payments in lieu of Taxes ("PILOTs") can be calculated when compared to the RAB Law. Under the LTTE Law, PILOTs for non-affordable housing development projects must be a minimum of 10% of Annual Gross Revenue ("AGR") or 2% of total project costs.

The LTTE Law also provides that at a minimum any PILOT must be at least equal to the amount of the total taxes levied against all real property in the area covered by the project in the last full tax year in which the area was subject to taxation. In addition, the LTTE provides for a "phasing in" of conventional taxes usually beginning in year sixteen of a thirty-year abatement. The phasing in of conventional taxes starts at 20% of otherwise applicable taxes and gradually increases to 40%, 60%, and 80% by the end of the abatement.

The RAB Law, by contrast, does not provide for a minimum annual service charge and does not include any phasing-in of conventional taxes. As a result, the RAB Law provides more flexibility to allow for a lower annual PILOT for projects that might not otherwise succeed under a more typical PILOT structure through the LTTE Law. While most tax abatements are authorized under LTTE Law, many municipalities including Jersey City and Newark have utilized the RAB Law for several different projects. The HMFA Law applies only to projects that are financed through the New Jersey Housing and Mortgage Financing Agency.

BELOW ARE EXAMPLES OF OTHER SIMILAR ENGAGEMENTS AND REFERENCES:

Client: City of East Orange

Service: Financial Advisory/Redevelopment

Term: 2005 - Current

NW Financial has advised the City on the negotiation of long-term tax exemptions and Redevelopment Area Bonds on dozens of redevelopment projects in the City.



Brick Church Phase 1A Redevelopment Area Bonds

> The RABs were issued to fund a portion of the total project costs for residential and commercial redevelopment projects located adjacent to the Brick Church train station in East Orange. The Project will consist of market rate and affordable multifamily residential, a structured parking facility, and a grocery store with ancillary retail.



East Orange General Hospital

The \$25 million rehabilitation of East Orange General Hospital. Multiple market-rate residential housing developments consisting of thousands of total units. Multiple deed-restricted affordable housing development projects consisting of hundreds of units

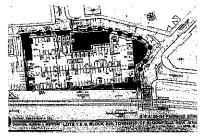
Client: Township of Bloomfield

Role: Financial Advisory/Redevelopment

Term: 2012-Current



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



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



AVALON
224 Market-rate units
280 space parking garages

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



York City in just minutes. The success of the projects has brought the investment needed to bring Bloomfield's retail and residential downtown back to its former glory.

Client: City of Newark

Role: Financial Advisory/Redevelopment

Term: 2008-current

NW Financial has acted as Financial Advisor to the City since 2007. Over the last 16 years, NW Financial has assisted the City in navigating through some of the most difficult economic conditions the financial industry has seen while the City also dealt with a decline in revenues from the loss of Port Authority settlement money, a decrease in State aid as well as City operational cash deficits in 2013 and 2014, and the loss of other revenues affected by national economic conditions.

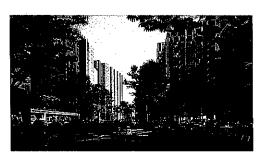
NW Financial professionals have advised the City concerning over 100 various redevelopment projects, which have included landmark market-rate residential developments, tax-credit/HMFA affordable housing projects, and major commercial office/industrial redevelopment projects.



NW Financial served as the City's financial advisor with respect to the issuance by the New Jersey Economic Development Authority of \$1.5 million in Redevelopment Area Bonds in connection with Two Center Street (also known as One Theater Square) project adjacent to the New Jersey Performing Arts Center (NJPAC). The \$103 million, 397,000 square foot high rise includes 245 residential units and was the first high-rise marketrate residential development in the City of Newark in decades. NW Financial worked with the City, the EDA, and the developer to structure the debt service schedule for the bonds, which were purchased through a direct purchase by Prudential Impact Investments.

One Theater Square

> The financing structure for the project also included additional City financial assistance in the form of a grant from Motor Vehicle Rental Tax Revenue Bonds, which were issued in 2015. NW Financial advised the City throughout the process of issuing the bonds, which are secured by the City's tax on motor vehicles rented in the City, primarily out of Newark Liberty International Airport. NW Financial professionals negotiated a unique private placement of the bonds with Webster Bank, which structure did not include a debt service reserve fund requirement (as would have been required by other potential buyers/lenders). The final structure saved the City millions of dollars as compared to other financing options available to the City and provided grant funds for three other projects in addition to Two Center Street.



Bear's Stadium

- NW Financial advised the City during the negotiation of a redevelopment agreement and long-term tax abatement for the planned muti-phase redevelopment of the old Bears Stadium. The project will be built over 9 phases and include approximately 3,800 residential units including 400 deed-restricted affordable housing units. The estimated total project cost of the combined 9 phases will be over \$1 billion.
- NW Financial has assisted City with the implementation of its Inclusionary Zoning Ordinance on dozens of new projects to ensure that 20% of all new residential units are deed restricted as affordable units. This has resulted in over 1,000 in projected new affordable housing units to be built in the City of Newark.

Client: Borough of Fort Lee

Role: Financial Advisory/Redevelopment

Term: 2009-current



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

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

- > The Borough issued a Request for Qualifications and Proposals ("RFQ") with the assistance of NW Financial to seek responses from qualified developers to propose a detailed use of the Borough's Redevelopment of "Area 5". This area is one of the most highly sought-after redevelopment sites in the State of New Jersey.
- > The property sits at the entrance to the George Washington Bridge and has been riddled with lawsuits for decades and had remained undeveloped for years. The proposals consisted of 16 acres composed of 1,600,000 sq. ft. of mixed-use projects including office, retail, residential, and hotel facilities. During this assignment, NW reviewed proposals from four major developers to determine their ability to finance and complete their proposed projects. In reviewing the proposed scope of the project by the individual developers, NW performed extensive research and analysis on the financial feasibility and potential economic value of each proposal to the Borough of Fort Lee.
- > The value of the redevelopment was estimated at over \$687 million to be completed over nine years. The analysis included determining the financial strength of the developer/partners, the ability of the developer to secure financing and requisite equity to properly fund the project through its completion, the accuracy of operating revenues, cash flow projections in their proformas, and the economic impact to the Borough.
- NW completed reviews of the initial submissions by each developer along with any supplemental proposals that were received, interviews with each of the developers and their consultants and correspondence with each, and internal discussions with the Mayor and Council and the Borough's professionals.
- As a result of those discussions, interviews, documentation review, and internal data analysis within our firm, NW was able to recommend a master developer for Redevelopment Area 5. The site has since been developed and thriving as has become one of the largest redevelopment sites of both residential and commercial in the State of New Jersey.

Client: Township of Union

Role: Financial Advisory/Redevelopment

Term: 2000-current



The Township of Union hired NW Financial Group to assist in negotiations of the redevelopment of the former Merck Site, a property that paid over \$3.5 million in taxes.

After Merck closed its doors, the taxes paid were approximately \$330,000. NW professionals negotiated a Financial Agreement with the redeveloper that included a PILOT of approximately \$3.25 million of which almost \$2.5 million went toward the Township's budget. The development consisted of 1,264 Market rate units, 40,800 sf of retail

space, and 42,132 sf of amenity space. The total cost of the project is estimated at over \$315,000,000.

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

Client: City of Linden

Role: Financial Advisory/Redevelopment

Term: 2000-current

NW Financial professionals have also provided redevelopment consulting services to the City over the past 11 years. These projects include various warehouse and distribution centers, market and affordable rental units, and commercial projects. The financial agreements on these projects include both short-term and long-term PILOTs.



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



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



Ammon Labs
Commercial site

Other redevelopments Consulting Projects Include:

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

REFERENCES

Our clients can speak to the quality of work and professionalism of NW Financial professionals. Whether our clients require our participation at meetings, hearings, and presentations or need additional information or analysis, we make every effort to support all of their financing-related needs.

CITY OF EAST ORANGE

Tiffany Harris-Delaney, Acting Director of Policy, Planning, and Development
44 City Hall Plaza, East Orange, NJ 07018
(973) 266-5351
tiffany.harris-delaney@eastorange-ni.gov

CITY OF LINDEN

Alex Lospinoso, Director of the Linden Economic Development Corporation 301 North Wood Avenue, Linden, NJ 07036 908-474-8479 alospinoso@linden-ni.gov

CITY OF NEWARK

Allison Ladd, Deputy Mayor, Director 828 Broad Street, 5th Floor, Newark, NJ 07102 (973) 733-3930 OTLS@ci.newark.nj.us

TOWNSHIP OF UNION

Don Travisano, Administrator 1976 Morris Avenue, Union, NJ 07083 (908) 851-5463 dtravisano@uniontownship.com



4. Assigned Professionals

Our experience has shown that strong project management is essential for engagements of this type. Our project management approach includes designating a Lead Advisor as the individual responsible for all aspects of the engagement. All play an intricate role in the success of our firm and provide support to the professional team.

PROJECT OVERSIGHT



Michael I. Hanley
Principal
mhanley@nwfinancial.com

- Michael I. Hanley joined NW Financial in 1999. Mike provides services in all aspects of public finance, specializing in redevelopment, affordable housing, solid waste, and water and sewer utilities.
- Mr. Hanley has been an innovator in the public finance community, leading many unique transactions including over 20 Forward Options, Cinderella Bonds, Redevelopment Area Bonds, and the first competitive Convertible Capital Appreciation Bond sale in the country.
- Education: Hamilton College Bachelor of Arts FINRA Licenses
 50 (Municipal Advisor Representative)
 52 (Municipal Securities Representative)
 SIE (Securities Industry Essentials Examination)

PROJECT MANAGEMENT



Daniel C. Mariniello
Principal
dmariniello@nwfinancial.com

- Daniel C. Mariniello joined NW in 1997. He has provided services in connection with all areas of public finance and is an expert in redevelopment, municipal finance, public housing, and Covid-19 Federal Funding programs including American Rescue Plan Act Consulting.
- Mr. Mariniello heads the firm's financial consulting practice for Public Housing Authorities ("PHAs") that are converting through the United States Department of Housing and Urban Development's ("HUD") Rental Assistance Demonstration ("RAD") program and has worked with PHAs across the Country.
- Mr. Mariniello has led various consulting projects on behalf of the firm's financial advisory clients including asset sales and lease programs, public/private partnerships, the creation of public authorities, and cash flow analysis for rate-based utilities. In addition, he works closely with authority clients structuring pooled bond financings, renewable energy financings, and revenue bond financings.
- Education: Villanova University- Bachelor of Arts FINRA Licenses
 - 50 (Municipal Advisor Representative)
 - 52 (Municipal Securities Representative)
 - 63 (Uniform Securities Agent
 - SIE (Securities Industry Essentials Examination)

PROJECT MANAGEMENT



Timothy S. Eismeier
Managing Director
teismeier@nwfinancial.com

- Mr. Eismeier has been with NW Financial since 2010. As a seasoned municipal advisor, investment banker, and financial consultant, Mr. Eismeier has structured billions of dollars in municipal bonds and notes, including a variety of complex financings such as Redevelopment Area Bonds, lease-revenue bonds, utility authority financings, and tax anticipation notes.
- Mr. Eismeier provides his clients with financial insight and advice concerning the issuance of debt, general budget preparation, water and sewer rate analysis, correspondence with rating agencies, as well as analysis of major redevelopment projects and proposed long-term tax abatements.
- Mr. Eismeier is an expert in the financing of residential and commercial development and has advised municipalities during the implementation of dozens of redevelopment projects and long-term tax abatements. In this role, he has analyzed developer pro-forma financial projections, prepared projections of PILOT revenues and municipal/school costs, and negotiated with developers on behalf of municipalities.
- Education: Hamilton College Bachelor of Arts FINRA Licenses
 50 (Municipal Advisor Representative)

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

PROJECT ANALYSIS



Daniel S. Banker Senior Vice President <u>dbanker@nwfinancial.com</u>

- Mr. Banker joined NW Financial in 2018. He is one of the leading redevelopment finance experts in New Jersey. He specializes in providing research and analysis in connection with redevelopment projects, including both market-rate and affordable residential, hotel, and warehouse facilities. He is proficient in the creation of financial models and analyses.
- Mr. Banker has negotiated over \$100,000,000 in financial agreements between municipalities and developers throughout the state. He has a decade of real estate experience consulting with developers in all aspects of residential development including site acquisition underwriting, construction finance, design development, and marketing in both the rental and sale markets.
- Mr. Banker is an integral part of the NW team that works with numerous counties providing grants to help small businesses through their Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") allocations.
- Education: North Carolina State University Bachelor of Science in Business Administration – Finance

Availability:

As Consultant, our primary responsibility is to provide sound financial advice and insight. We will ensure that as our client you have an understanding of the financial issues, comprehensive analysis, and the receipt of supporting information that allows you to make intelligent, financially sound decisions.

NW Financial is headquartered in Hoboken, New Jersey with satellite offices in southern New Jersey, Pennsylvania, Ohio, and Texas allowing NW Staff to be accessible for client needs regarding meetings, events, and other responsibilities at all times.

HEADQUARTERS	SOUTH JERSEY	<u>PENNSYLVANIA</u>	<u>TEXAS</u>	<u>оно</u>
2 Hudson Place	617 Stokes Road	1494 Argyle Road	1700 S. Lamar Blvd.	19885 Detroit Road
3rd Floor	Ste. 4, #322		#338	#348
Hoboken, NJ 07030	Medford, NJ 08055	Berwyn, PA 19312	Austin, TX 78801	Rocky River, OH 44116
(P) 201-656-0115	(P): 609-953-7555	(P): 610-326-4900	(P) 551-655-7595	(P) 856-448-2668
(F) 201-656-4905	(F): 201-656-4905	(F): 201-656-4905	(F): 201-656-4905	(F): 201-656-4905

5. Scope of Services

As Financial Consultant, NW Financial will bring our expertise and design creative solutions that are effective and efficient. We are looking forward to the opportunity to show our distinct knowledge and experience in all aspects of this engagement which includes economic development principles, practices, laws, ordinances, regulations, and policies of various government agencies as they affect the business community and economic development efforts.

SCOPE OF WORK INCLUDES, BUT IS NOT LIMITED TO:

- 1) Cost-Benefit Analysis that examines project and plan, area demographics, municipal service costs, school district costs, and project annual revenue.
- 2) Analysis of Need that examines:
 - The financial pro-formas, professional reports, and feasibility studies associated with the redevelopment.
 - The capital markets that relate to Redevelopment Area Bonds and other financings.
 - The utilization of a payment in lieu of taxes (PILOT) and other municipal incentives.
 - > The financial stability of the redevelopment project as it relates to municipal risk.
 - > The financial stability of the redeveloper as it relates to municipal risk.
 - Other forms of financial assistance related to the redevelopment such as New Market Tax Credits, Historic Tax Credits, Economic Redevelopment & Growth Grant, etc.
- 3) Assist in the negotiation of Redevelopment and Financial Agreements.
- 4) Prepare reports and attend meetings as required.

OTHER SERVICES:

FINANCIAL ADVISORY SCOPE OF SERVICES

NW Financial is a full-service financial advisory firm providing services that include renewable energy initiatives, the issuance of long- and short-term debt, financial consulting, redevelopment consulting, cashflow modeling, capital planning, credit review, continuing disclosure reporting, and ARP/CARES consulting and reporting.

Upon appointment, NW Financial will review budget(s), audit(s), credit rating report(s), and capital planning documentation to provide an overall financial understanding of the entity. As capital plans and budgets develop, we will offer advice and assistance regarding issues and concerns raised. We can assist with the development of an overall financial strategy that in turn will guide you as you move forward with financial and debt planning. We will review outstanding debt to determine if there are any refunding opportunities and offer ideas to improve the credit rating.

NW Financial will provide the services listed in the RFQ including but not limited to the following:

CASH-FLOW MODELING/FORECASTING:

Cashflow modeling allows for a full understanding of revenues and expenses, seasonal or operational trends, provide guidance regarding the need and timing for future revenue increases, and provide a guideline for the issuance of debt. Each cash flow model is designed to be client-specific addressing specific needs and concerns.

CAPITAL PROJECTS MODELING:

The current and future capital projects along with a projection of tax/rate impact are modeled and included in the overall cash flow spreadsheet. This provides a complete projection of the impact of expenses and debt service costs on future budgets.

DEBT ISSUANCES:

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

TYPICAL TASKS ASSOCIATED WITH THE ISSUANCE OF DEBT INCLUDE:

- Develop a plan of finance and prepare a financing schedule.
- Assisting in preparing financial documents as needed.
- Evaluating financing structures.
- Reviewing legal documents associated with the issuance of debt.
- Reviewing existing revenue agreements and debt commitments and making appropriate recommendations to the financial team.
- Assisting (as requested) in the selection of the financing team.
- Preparing credit profiles and assisting in making presentations to bond insurance companies and/or rating agencies.
- Analyzing the financing impact of project costs, cash flow projections, and rate implications.

RATING AGENCY AND CREDIT REVIEW:

NW professionals have developed a clear understanding of the analytical methods and the areas of concern raised by Moody's Investors Service, Standard & Poor's Inc., and Fitch Ratings. We can identify issuer credit strengths and weaknesses prior to a presentation of materials to rating agencies and develop a strategy to accentuate the positive and minimize the negative aspects of an issuer's credit. We maintain close personal contact with staff members at the rating agencies regarding their views of debt covenants, innovative financing techniques, unusual debt structures, and current financial issues impacting an issuer.

CONTINUING DISCLOSURE AND DISSEMINATION AGENT EXPERIENCE:

In 2014, the Securities and Exchange Commission ("SEC") implemented the Municipalities Continuing Disclosure Cooperation Initiative (the "MCDC Initiative") to correct past failures to comply with municipal issuers' continuing disclosure undertakings in a timely manner. NW Financial reviews continuing disclosure agreements, issuer rating history, and issuer compliance history regarding the need to post information to EMMA. If required, corrective postings to EMMA are made to ensure client compliance. After the initial review, NW provides the annual posting to EMMA per the continuing disclosure agreements and for the material events that may occur.

AMERICAN RESCUE PLAN:

NW Financial has been involved with multiple counties and municipalities providing advisory services for American Rescue Plan and CARES Act funding. Throughout the COVID-19 pandemic, the Federal government has released multiple rounds of funding to help mitigate the negative economic impacts the nation has faced. Our clients look to us to help determine what types of programs they would like to implement with their respective funding as well as the execution of these programs.

NW Financial has a team dedicated to these programs, their eligibility requirements, and the disbursement of funds to the recipients. Below are some of the clients we have worked with on the ARP/CARES Act and programs created:

- Hudson County CARES Small Business Grant Program
- Bergen County CARES Small Business Grant Program
- Passaic County CARES Municipal Reimbursement Program
- City of Bayonne ARP Small Business Grant Program
- Township of Union ARP Small Business Grant Program
- Borough of Pompton Lakes ARP Small Business Grant Program
- City of Union City ARP Mortgage Assistance Program
- Town of Guttenberg Small Business Grant Program

PUBLIC PRIVATE PARTNERSHIPS:

NW Financial can deliver the highest quality advisory services that include the public and private sector considerations due to our unique mix of experience in both sectors. We have the proven ability to level the playing field on behalf of our public clients and deliver tightly negotiated and structured transactions that maximize value but allow for reasonable returns to the private participants. For over 26 years NW Financial professionals have assisted governmental clients in evaluating or implementing P3 solutions. Our experience includes highly complex P3 transactions in waste management, health care, water, sewer, and transportation.

CAPITAL VALUATION:

NW Financial provides services in connection with the valuation of an asset for purposes of an asset sale or purchase. The services include asset valuation, financial impact, rate/tax impact, cashflow modeling, and required capital needs and/or improvements. This may also include the issuance of debt and credit review when an entity is being absorbed by another governmental unit.

RENEWABLE ENERGY INITIATIVES:

NW Financial is providing innovative renewable energy and energy project financing strategies to local and regional governments that are designed to achieve savings through reduced power consumption and the sale of SRECs. The benefit of completing an Energy Savings Incentive Project (ESIP) financing is that the issuance of debt can include facility upgrades such as roofs, boilers, HVAC, windows, and/or other projects that are paid for with the savings realized.

6. COMPENSATION

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

1. Bonds/Notes:

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

2. Consulting:

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

<u>Position</u>	Hourly Rate (\$/hour)
Principal	\$240
Managing Director	\$21 5
Senior Vice President	\$205
Vice President	\$200
Associate/ Analyst	\$195

APPENDIX A. REQUIRED DOCUMENTS



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:

NW FINANCIAL GROUP. L.L.C.

Trade Name:

Address:

2 HUDSON PLACE

HOBOKEN, NJ 07030

Certificate Number:

0084838

Effective Date:

June 26, 1996

Date of Issuance:

July 16, 2012

For Office Use Only:

20120716110054719



PHIL MURPHY

Governor

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

SHEILA OLIVER Lt. Governor TRENTON, NJ 08625-034 PHONE: 609-292-2146 FAX: 609-984-6679 ELIZABETH MAHER MUOIO

State Treasurer

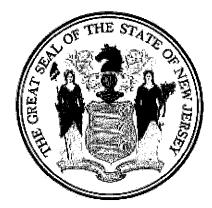
APPROVED

under the Small Business Set-Aside Act

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

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

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



Issued: 12/2/2021

Certification Number: A0191-74

Peter Jowish

Peter Lowicki Deputy Director

Expiration: 12/2/2024

The expiration date is contingent on the proper and ontime filing of all Annual Verifications. Please see above for more detail.



Certificate of Current MSRB Registration

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

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

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

Signature:

Stephanie Braddell

Name:

Stephanie Braddell, Operations Manager

Date:

November 25, 2014

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-589-2017

NW FINANCIAL GROUP, LLG 2 HUDSON PLACE

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FORD M. SCUDDER
State Treasurer

ANTI-HARASSMENT/ ANTI-DISCRIMINATION POLICY & REPORTING PROCEDURE

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

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

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

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

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

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

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

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

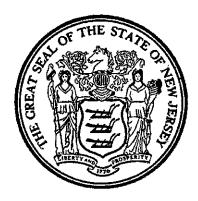
NW FINANCIAL GROUP, L.L.C. 0600027260

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

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

I further certify that the registered agent and office are:

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



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

Elizabeth Maher Muoio State Treasurer

Sus Mun

Certificate Number: 6109932113

Verify this certificate online at

 $https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp$



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/09/2022

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

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

certificate holder in lieu of such endo	rseme	nt(s)							G
PRODUCER				CONTAC NAME:	T David Ra	atner		-	
D & O Partners, Inc.				PHONE		04.7054	FAX (A/C, No):		<u>.</u>
1140 Bloomfield Avenue.				E-MAIL	david@d	lopartners o	com		
Suite 219				PRODUC	ER	21-7051 dopartners.c			
West Caldwell	NJ	(7006	CUSTO					
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OFFICER/MEMBER EXCLUDED?] N/A						E.L. DISEASE - EA EMPLOYEE		
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/4/2022

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

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

this certificate does not confer rights to the certificate holder in field of s	uch endorsement(s).	
PRODUCER	CONTACT Ron Kopacka, CIC	
Otterstedt Insurance Agency Inc. 540 Sylvan Avenue	PHONE (A/C, No, Ext): (201) 227-1523 FAX (A/C, No): (201)	227-1523
Englewood Cliffs, NJ 07632	E-MAIL ADDRESS: RKopacka@Otterstedt.com	-
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Sentinel Insurance Company, Ltd.	11000
INSURED	INSURER B: Hartford	00914
NW Financial Group, LLC	INSURER C: North American Capacity Insurance Company	25038
2 Hudson Place, 3rd Floor	INSURER D : Great American	16691
Hoboken, NJ 07030	INSURER E:	
	INSURER F:	
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW	HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE PO	LICY PERIOD

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CEF	RTIFICATE MAY BE ISSUE	D OR MAY PERTAIN, T	HE INSURANCE AFFORDED E	Y THE POLIC	IES DESCRIB	ED HEREIN IS SUBJECT TO	ALL THE TERMS,
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X POLICY PRO- OTHER: A AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY						MED EXP (Any one person)	\$	10,000
X POLICY PRO- OTHER: A AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY					l [PERSONAL & ADV INJURY	\$	1,000,000
AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY	PPLIES PER:				į	GENERAL AGGREGATE	s	2,000,000
A AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY	LOC	j			1	PRODUCTS - COMP/OP AGG	\$	2,000,000
ANY AUTO OWNED AUTOS ONLY						EBL AGGREGATE	\$	2,000,000
OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	is	1,000,000
AUTOS ONLY			13SBAAB5679	6/1/2022	6/1/2023	BODILY INJURY (Per person)	s	
X HIRED ONLY	SCHEDULED AUTOS					BODILY INJURY (Per accident)	s	
ADIOS CIVET	NON-OWNED AUTOS ONLY	ļ		. '		PROPERTY DAMAGE (Per accident)	s	
	ASTOS CIVET					,	s	
A X UMBRELLA LIAB	X occur					EACH OCCURRENCE	s	4,000,000
EXCESS LIAB	CLAIMS-MADE		13SBAAB5679	6/1/2022	6/1/2023	AGGREGATE	s	4,000,000
DED RETENTION	N \$ 1,000	İ					S	
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	,					X PER OTH-	Ī	
ANY PROPRIETOR/PARTNER/	EXECUTIVE C		13WBCBN0099	6/1/2022	6/1/2023	E.L. EACH ACCIDENT	s	1,000,000
OFFICER/MEMBER EXCLUDED (Mandatory in NH)	D? N	I/A				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIO	ONS below					E.L. DISEASE - POLICY LIMIT		1,000,000
C Cyber Liability			C-4LXL-086422	4/7/2022	4/7/2023	See Remarks	ĺ	
D Crime			EC ECC227 04 00	4/7/2022	4/7/2023	Can Damarka	1	
			FS E696387 01 00	4///2022	4///2023	See Remarks	1	

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

CERTIFICATE HOLDER	CANCELLATION
Evidence Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



2 Hudson Place Hoboken, NJ 07030

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

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

We are v	vriting this to provide you, the, (the "Issuer"), with
	es relating to the (the "Project"), as required by Municipal
	naking Board ("MSRB") Rule G-42 in accordance with MSRB Notice 2016-03 (January
	became effective June 23, 2016 for transactions that price on or after such date. The Issuer
	V Financial Group, LLC (the "Municipal Advisor") to serve as a municipal advisor in
connection with	the issuance of the Project.
The unc	dersigned, a duly authorized representative of the Municipal Advisor, HEREBY
CERTIFIES, in	accordance with Rule G-42 of the Municipal Securities Rulemaking Board, and in
	the issuance of the Project, that:
(i)	There are no known material conflicts of interest known to the Municipal Advisor in
(1)	connection with the Scope of Services
(ii)	The Municipal Advisor shall deal fairly with all persons and shall not engage in any
, ,	deceptive, dishonest, or unfair practice
(iii)	There are no legal or disciplinary events that are material to the Issuer's evaluation of
	the Municipal Advisor or the integrity of the Municipal Advisor's management or
	advisory personnel disclosed, or that should be disclosed, on any Form MA or Form
	MA-I filed with the SEC
(iv)	The Municipal Advisor has not made any material legal or disciplinary event
,	disclosures on Form MA or any Form MA-I filed with the SEC
(v)	To the extent that Municipal Advisor fees for the Project are based on the par amount
` /	of bonds and/or notes issued, as per its contract or proposal with the Issuer, it may
	create a conflict of interest.
(vi)	As required by MSRB Rule G-42, this letter may be supplemented or amended, from
	time to time as needed, to reflect changed circumstances resulting in new conflicts of
	interest or changes in conflicts of interest described above, or to provide updated
	information with regard to any legal or disciplinary events of the Municipal Advisor.
	The Municipal Advisor will provide the Issuer with any such supplement or amendment
	as it becomes available throughout the term of the Agreement.
(vii)	NW Capital Markets Inc. ("NW Capital"), an affiliate company of NW Financial
(111)	Group, LLC, is a broker/dealer which from time to time underwrites municipal bonds
	for a variety of issuers. However, at this time, NW Capital does not have any pending

If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your legal advisors, as applicable, to the extent you deem appropriate. It is our understanding that you have the authority to bind

transactions which would be conflicts of interest for the Issuer.

the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

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

NW Financial Group, LLC By: cnowledged as of the date hereof:	IN WITNESS WHEREOF, I h	nave hereunto set my hand this	day of
mowledged as of the date hereof:	·		
cnowledged as of the date hereof:		NW Financial Group, LLC	
<u> </u>		Ву:	
<u> </u>			
<u> </u>			
	enowledged as of the date hereof:		
e·			
			

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AWARDING CONTRACT NO. 23-03-JF1 TO KASSIM HANDYMAN SERVICES, LLC FOR INSPECTION SERVICES AT ALL AGENCY OWNED PROPERTIES

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

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

WHEREAS, the Agency owns certain properties throughout the City (the "**Properties**"); and

WHEREAS, the Agency requires inspection services and corresponding reports regarding the status and condition of the Properties, including pictures and time stamps, twice per week (the "Services"). The total amount of the Services was determined to be under the bid threshold established pursuant to the LPCL and, therefore, the Agency solicited quotes for the Services in lieu of issuance of a bid solicitation; and

WHEREAS, Kassim Handyman Services, LLC ("Kassim") submitted a quote to the Agency dated February 15, 2023 (the "Quote") to provide the Services, payable at a rate of Four Thousand Eight Hundred Dollars (\$4,800.00) per month for six (6) months, for a total amount not to exceed Twenty Eight Thousand Eight Hundred Dollars (\$28,800.00); and

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

WHEREAS, the Agency desires to enter into a contract with Kassim (the "Contract") to perform the Services as outlined in the Quote, for a six (6) month term and for a total amount not to exceed Twenty Eight Thousand Eight Hundred Dollars (\$28,800.00) to be paid in accordance with the rates set forth in the Quote; and

WHEREAS, Kassim 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 Kassim from making any reportable contributions through the term of the Contract; and

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

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

- **Section 1.** The aforementioned recitals are incorporated herein as though fully set forth at length.
- **Section 2.** The Board of Commissioners hereby awards a contract to Kassim for a term of six (6) months to perform the Services for a total amount not to exceed Twenty Eight Thousand Eight Hundred Dollars (\$28,800.00), payable at the rates set forth in the Quote, 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 the Secretary of the Agency are hereby authorized to take all actions and to execute any and all other documents necessary to effectuate this Resolution, in consultation with counsel.
 - **Section 4.** This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of March 21, 2023.

RECORD OF COMMISSIONERS VOTE					
NAME	AYE	NAY	ABSTAIN	ABSENT	
Donald R. Brown	1				
Douglas Carlucci	 				
Erma D. Greene				/	
Victor Negron, Jr.	I				
Darwin R. Ona				1	
Denise Ridley	1				
Daniel Rivera	1				

QUOTE



Kassim Handyman Service, LLC

22 Glenwood Ave. Jersey City, NJ 07306 201-238-1062 kassimllc@gmail.com License # 13VH07956200

BILL TO

Jason Friedkin
Project Manager / Real Estate Officer
Jersey City Redevelopment Agency
4 Jackson Square
Jersey City, NJ 07305
Office: (201) 761-0833
JFriedkin@jcnj.org
JCRA Property Inspection

QUOTE # OUOTE DATE

126

02/15/2023

DESCRIPTION	AMOUNT
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Reports on the status and condition of property (garbage, unauthorized vehicles, etc.)

28,000.00

Pictures of the property, and any issues that may require attention

Time at which property was visited via log

Visiting twice a week

TOTAL

\$28,000.00

TERMS & CONDITIONS

*******Quote is monthly. Visiting each property twice a week.



Item #5

Omitted

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH STYLES HOUSE, INC AS REDEVELOPER FOR PROPERTY LOCATED AT BLOCK 18503, LOT 33, COMMONLY KNOWN AS 26 SEIDLER STREET WITHIN THE JACKSON HILL REDEVELOPMENT AREA

WHEREAS, the New Jersey Legislature adopted the New Jersey Urban Redevelopment Act, N.J.S.A. 55:19-20 et seq. (the "NJURA"), and the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et. seq. (the "APRA"), and made findings within these statutes that abandoned properties, particularly those located within urban areas or in close proximity to occupied residences and businesses, create a wide range of problems for the communities in which they are located, fostering criminal activity, creating public health problems and otherwise diminishing the quality of life for residents and business operators in those areas, and that abandoned properties diminish the property values of neighboring properties and have a negative effect on the quality of life of adjacent property owners, increasing the risk of property damage through arson and vandalism and discouraging neighborhood stability and revitalization; and

WHEREAS, the NJURA and the APRA authorize municipalities to designate a "public officer" to identify abandoned property (as such term is defined within these statutes) within their borders and to place such property on an abandoned property list pursuant to the procedures contained therein; and

WHEREAS, the City of Jersey City (the "City') has identified and placed certain abandoned properties on the City's abandoned property list in accordance with the procedures set forth within Ordinance 06-135, the NJURA, and the APRA; and

WHEREAS, the property located at 26 Seidler Street, Jersey City, New Jersey and identified on the City's official tax map as Block 18503, Lot 33 (the "Property") has been placed by the City upon the City's abandoned property list in accordance with the requirements of the NJURA and the APRA; and

WHEREAS, the Property is also located within the Jackson Hill Redevelopment Area and is governed by the Jackson Hill Redevelopment Plan (the "Redevelopment Plan"); and

WHEREAS, the Agency was created in 1949 as an autonomous agency to serve as the City's primary vehicle to eliminate blight, to create opportunities and to attract residential, commercial and industrial real estate projects; and

WHEREAS, the City and the Agency entered into an agreement as authorized under the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., whereby the City authorized the Agency to act as the City's agent to carry out the City's powers with regard to abandoned properties; and

WHEREAS, the Agency is authorized to contract with redevelopers for the development of properties that are located within redevelopment areas; and

Resolution No.: 23-SP03-

WHEREAS, the Agency previously adopted Resolution No.: 22-10-07 conditionally designating Styles House, Inc. as the exclusive redeveloper for the Property (the "Redeveloper"), subject to the entry of a redevelopment agreement between the Agency and the Redeveloper; and

WHEREAS, the Agency now wishes to adopt this resolution to approve the Redevelopment Agreement between the Agency and the Redeveloper in substantially the form on file with the Agency;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Jersey City Redevelopment Agency hereby approves the Redevelopment Agreement with the Styles House, Inc. (the "Redeveloper") for the redevelopment of the property located 26 Seidler Street, Jersey City, New Jersey and identified on the City's official tax map as Block 18503, Lot 33 (the "Property") in substantially the form attached hereto and authorizes the Agency's Executive Director, Chairman, Vice Chairman and/or Secretary to execute this Redevelopment Agreement with the Redeveloper on behalf of the Agency; and

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of March 21, 2023.

DIANA H. JEFFREY

Secretary

RECORD OF COMMISSIONERS VOTE						
NAME	AYE	NAY	ABSTAIN	ABSENT		
Donald Brown	√.		· · · · · · · · · · · · · · · · · · ·			
Douglas Carlucci	/			_		
Erma Greene	,			1		
Victor Negron, Jr.						
Darwin R. Ona		-		J		
Denise Ridley						
Daniel Rivera	1					

pherded

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING AN AMENDMENT TO THE PROJECT SCHEDULE IN CONNECTION WITH THE REDEVELOPMENT AGREEMENT WITH 330 MLK LLC FOR PROPERTY LOCATED AT BLOCK 22605, LOT 32 COMMONLY KNOWN AS 326-330 MARTIN LUTHER KING, JR. DRIVE WITHIN THE JACKSON HILL REDEVELOPMENT AREA

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

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

WHEREAS, pursuant to <u>N.J.S.A.</u> 40A:12A-5, the City designated a delineated area as an area in need of redevelopment known as the Jackson Hill Redevelopment Area and adopted the Jackson Hill Redevelopment Plan, as amended, which is on file with the Office of the City Clerk; and

WHEREAS, on March 16, 2021, pursuant to Resolution No. 21-03-11, the Board of Commissioners of the JCRA conditionally designated 330 MLK LLC ("Redeveloper") as the Redeveloper of Block 22605, Lot 32 (326-330 Martin Luther King, Jr. Drive) (the "Property") located in the Jackson Hill Redevelopment Area; and

WHEREAS, on July 20, 2021, pursuant to Resolution No. 21-07-07, the Board of Commissioners of the JCRA extended the conditional designation of Redeveloper as the Redeveloper of the Property; and

WHEREAS, on or about October 28, 2021, pursuant to Resolution No. 21-09-9 adopted on September 21, 2021, the JCRA entered into a Redevelopment Agreement with the Redeveloper ("Redevelopment Agreement") for the construction of a six-story mixed use building containing 28 residential units, including three affordable housing units, commercial space, and a roof deck in accordance with the Jackson Hill Redevelopment Plan; and

WHEREAS, the Redevelopment Agreement includes a Project Schedule, which contemplated obtaining building permits within 120 days after site plan approval; and

WHEREAS, the Redeveloper's ability to obtain building permits at the Property has been delayed; and

WHEREAS, the Redeveloper has requested an amendment to the Project Schedule attached to the Redevelopment Agreement that extends the deadline for obtaining building permits from 120 days after site plan approval to 300 days after site plan approval; and

WHEREAS, the deadline to commence construction as well as complete construction is also extended, by necessity; and

WHEREAS, the JCRA has reviewed the requested amendment and finds it to be reasonable based on the circumstances presented.

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

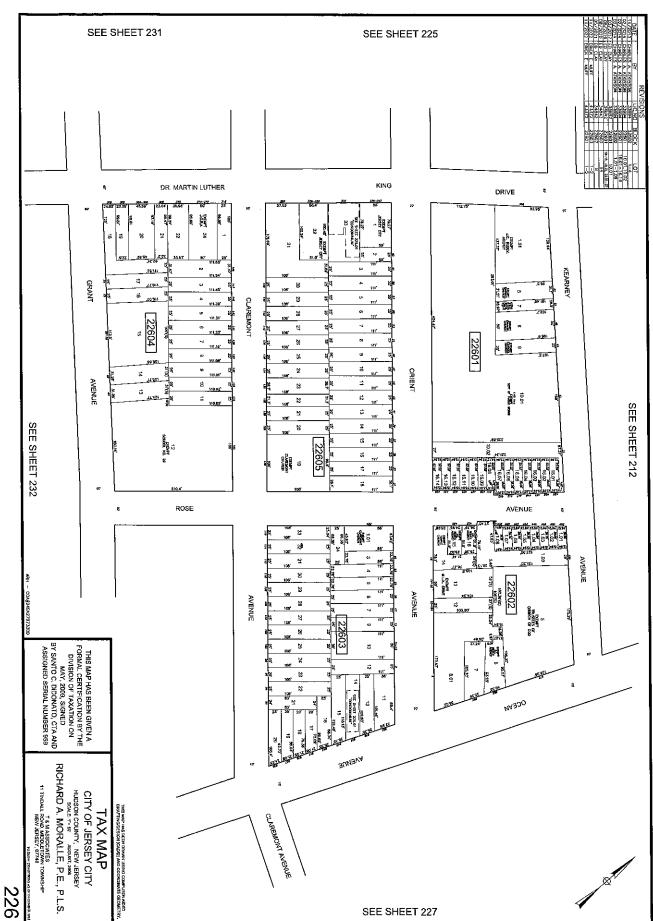
- 1. The above recitals are incorporated by reference as if fully set forth herein.
- 2. The requested amendment to the Project Schedule allowing Redeveloper to obtain building permits within 300 days after site plan approval is hereby accepted and approved as part of the Redevelopment Agreement dated October 28, 2021 between the JCRA and the Redeveloper.
- 3. The original deadline of obtaining building permits within 120 days after receiving site plan approval in the October 28, 2021 Redevelopment Agreement shall hereby be replaced in its entirety by the revised deadline to obtain building permits within 300 days after site plan approval.
- **4.** The deadline to commence construction and complete construction is also extended, by necessity.
- 5. This Resolution shall take effect immediately.

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

EXHIBIT B PROJECT SCHEDULE

TASK	COMPLETION DATE		
Execute Agreement (Effective Date)			
Preliminary and Final Site Plan to the Agency	90 days from the Effective Date		
Preliminary and Final Site Plan to the Planning Board ("Site Plan Approval")	180 days from the Effective Date		
Closing of Title to the Property	60 days from Site Plan Approval		
Proof of Financing	300 days after final unappealable Site Plan Approval		
Redeveloper to obtain Building Permit	300 days after final unappealable Site Plan Approval		
Commence Construction	The earlier of 90 days after obtaining building permits or September 21, 2023 whichever comes first		
Complete Construction & issuance of Certificate of Occupancy & Certificate of Completion	240 days from commencement of construction		

The parties hereto acknowledge that the above timetable are outside dates and shall in no way prohibit the Redeveloper from completing the items set forth prior to the respective deadlines.



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AMENDING RESOLUTION NO. 21-11-10 TO INCREASE THE OFFER PRICE FOR THE ACQUISITION OF A PORTION OF THE PROPERTY IDENTIFIED AS BLOCK 10601, LOTS 1 & 2, COMMONLY KNOWN AS 282 MAGNOLIA AVENUE, AND LOCATED WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

WHEREAS, the City of Jersey City (the "City") has designated that certain area known as the Journal Square 2060 Redevelopment Area (the "Redevelopment Area") as an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq*. (the "Redevelopment Law"); and

WHEREAS, the City has enacted the Journal Square 2060 Redevelopment Plan (as amended and supplemented from time to time, (the "Redevelopment Plan") in order to effectuate the redevelopment of the Redevelopment Area; and

WHEREAS, the land and premises identified as Block 10601, Lots 1 & 2 on the tax maps of the City, commonly known as 282 Magnolia Avenue and located within the Redevelopment Area (the "Property"), are subject to acquisition under the Redevelopment Plan, pursuant to the Redevelopment Law; and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law and the Redevelopment Plan, the Jersey City Redevelopment Agency (the "Agency") has determined it is necessary to acquire a portion of the Property (the "Acquisition Parcel"), as shown on the "Acquisition Parcel Map" (attached hereto as Exhibit A); and

WHEREAS, on November 9, 2021, the Agency adopted Resolution 21-11-10 authorizing the Agency to purchase the Acquisition Parcel for \$200,000 based on the appraisal of the Property and the Acquisition Parcel by Integra Realty Resources-Northern New Jersey, which establishes the market value of the Acquisition Parcel, including damages, at \$200,000; and

WHEREAS, based upon additional, good faith, bona fide negotiations between the Agency and the owner of the Acquisition Parcel, the Agency seeks authority to purchase the Acquisition Parcel for a sum not to exceed \$300,000.

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 Agency is hereby authorized to increase the previously approved purchase price of \$200,000 for the Acquisition Parcel to a purchase price not to exceed \$300,000 and purchase the Acquisition Parcel for a sum not to exceed \$300,000.

Section 3. The Chairman, Vice-Chairman, Secretary and/or the Executive Director are hereby authorized to enter into contract and to sign all other documents necessary to consummate the acquisition of the Acquisition Parcel subject to the review and approval of the Agency's General Counsel.

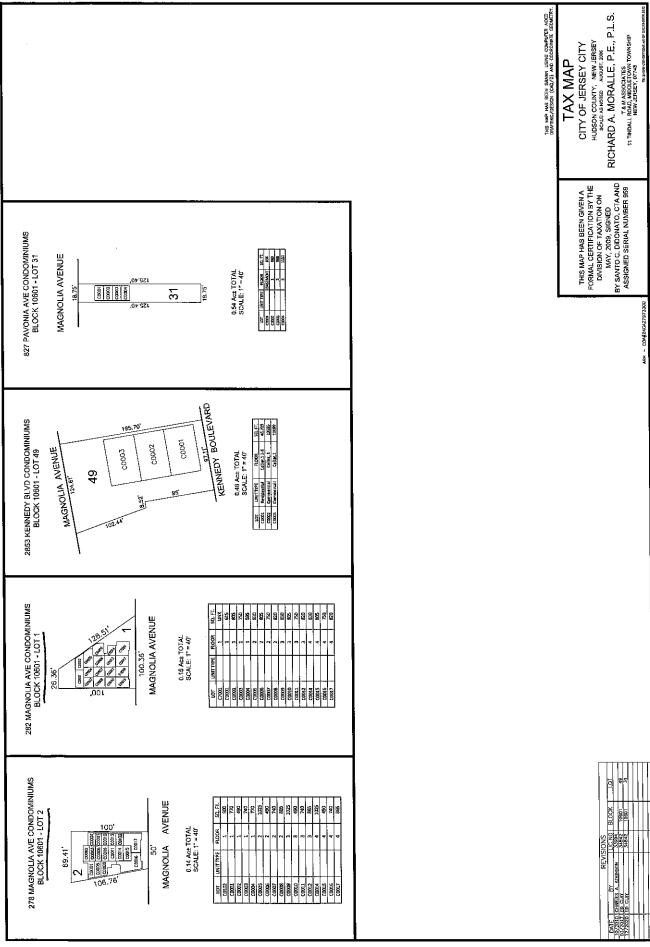
Section 4. In the event that the Agency cannot, for any reason, acquire the Acquisition Parcel through voluntary negotiations, the Agency is hereby authorized to institute condemnation proceedings, pursuant to N.J.S.A. 20:3-1 *et seq.*, and N.J.S.A. 40A:12A-8(c).

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 Special Meeting of March 21, 2023.

RECORD OF COMMISSIONERS VOTE						
<u>NAME</u>	AYE	NAY	ABSTAIN	<u>ABSENT</u>		
Donald R. Brown	1					
Douglas Carlucci	/					
Erma D. Greene				1		
Victor Negron, Jr.	✓					
Darwin R. Ona				/		
Denise Ridley	· /					
Daniel Rivera	1					

EXHIBIT A ACQUISITION PARCEL MAP



106.01

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

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

WHEREAS, in accordance with the Redevelopment Law, the City has designated that certain area known as the Journal Square 2060 Redevelopment Area (the "Redevelopment Area") as an area in need of redevelopment and enacted the Journal Square 2060 Redevelopment Plan in order to effectuate the redevelopment of the Redevelopment Area (as amended and supplemented from time to time, the "Redevelopment Plan"); and

WHEREAS, the Agency owns certain parcels within the Redevelopment Area identified on the official tax maps of the City as Block 7902, Lots 25, 26, 27, 28, and 29, commonly known as 693-701 Newark Avenue and Block 7902, Lot 45 on the tax map of the City, commonly known as 30 Cottage Street (collectively, the "Agency Property"), which are located within the Redevelopment Area and are governed by the Redevelopment Plan; and

WHEREAS, 701 Newark Ave LLC (the "Redeveloper") proposes to acquire, develop, finance and construct a thirty-five (35) story mixed use building, consisting of two stories of parking with no less than forty-five (45) parking spaces; up to 5 retail locations; 2 floors of office/retail uses; 336 residential units with a mix of studios, one-bedroom, two-bedroom and three-bedroom unit types, and twenty percent (20%) of the residential units being designated as affordable housing units, together with onsite and offsite improvements that certain portion of the Agency Property identified as Block 7902, Lots 25, 26, 27, 28, and 29 (collectively the "Property") (collectively the "Project"), and

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

WHEREAS, the Redeveloper will acquire that certain portion of the Property in accordance with the terms of a Purchase and Sale Agreement between the Agency and the Redeveloper (the "Purchase and Sale Agreement") in exchange for payment to the Agency of Six Million Seven Hundred Twenty Thousand Dollars (\$6,720,000) inclusive of a Redeveloper contribution for Community Benefits (as defined in the Redevelopment Agreement); and

WHEREAS, the Agency also owns that portion of the Agency Property identified as Block

7902, Lot 45 on the tax map of the City and that property will continue to be owned by the Agency, and improved and maintained by others as part of the Homestead Place Extension (as defined in the Redevelopment Plan), and will be dedicated and continue to be used as a public pedestrian right-of-way (the "Agency R-O-W Property"),

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 designates 701 Newark Ave 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 and Purchase and Sale 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 Board of Commissioners hereby approves the Redevelopment Agreement and Purchase and Sale Agreement substantially in the forms on file with the Agency, together with any changes, insertions and/or deletions thereto as the Executive Director in her discretion, in consultation with counsel to the Agency, deems to be necessary or desirable for the execution thereof, which changes, insertions and/or deletions do not alter the substantive rights and obligations of the parties thereto.
- Section 5. (a) The Chair, Vice-Chair, Executive Director and/or Secretary of the Agency are hereby authorized to execute and deliver the Redevelopment Agreement and Purchase and Sale Agreement, along with any other necessary documents and/or agreements, between the Redeveloper and/or the Agency and/or the City, together with such additions, deletions, and/or modifications as deemed necessary or desirable by the Executive Director, in consultation with counsel, or any other party to such agreements, and any and all other documents necessary or desirable to effectuate this Resolution, in consultation with counsel. Said authorization includes the transfer of the Property by the Agency to Redeveloper, execution and delivery of the deed to the Property, execution and delivery of any and all associated documents by and between the Redeveloper and the Agency, and the execution and delivery of any documents by the Agency, required to effectuate said sale.
- (b) The Chair, Vice-Chair, Executive Director, Secretary and/or other necessary Agency officials and professionals are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby and in the Redevelopment Agreement and Purchase and Sale Agreement, along with any other necessary documents and/or agreements between the Agency and/or the City and/or the Redeveloper, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with counsel to the Agency, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

Section 6. 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 7. 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 Special Meeting of March 21, 2023.

RECORD OF COMMISSIONERS VOTE					
<u>NAME</u>	AYE	NAY	ABSTAIN	ABSENT	
Donald R. Brown	✓				
Douglas Carlucci	1				
Erma D. Greene				1	
Victor Negron, Jr.	1				
Darwin R. Ona				1	
Denise Ridley	√			•	
Daniel Rivera	/				

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

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

WHEREAS, pursuant to the Redevelopment Law, the City designated certain parcels of land as an "area in need of redevelopment" known as the Journal Square 2060 Redevelopment Area (the "Redevelopment Area") and adopted the Journal Square 2060 Redevelopment Plan (the "Redevelopment Plan") in order to effectuate the redevelopment of the Redevelopment Area; and

WHEREAS, on November 29, 2016, the Parking Authority of the City of Jersey City (which was subsequently dissolved) transferred to the Agency certain properties within the Redevelopment Area, including those identified on the official tax maps of the City as Block 7902, Lots 25, 26, 27, 28, and 29, commonly known as 693-701 Newark Avenue (collectively, the "Property"), which Property is subject to the Redevelopment Plan; and

WHEREAS, the Property consists of a paved parking facility (the "Parking Facility"), which is being operated and managed by the City pursuant to that certain License Agreement dated May 24, 2021 (the "License Agreement"), as approved by the Agency Board of Commissioners pursuant to Resolution No. 21-SP02-2-10 adopted on February 23, 2021 and by City Council pursuant to Resolution 21-362 adopted on May 13, 2021; and

WHEREAS, the License Agreement was thereafter extended by the Agency Board of Commissioners pursuant to Resolution 22-04-12 adopted on April 19, 2022 and by City Council pursuant to Resolution 22-358 adopted on May 11, 2022; and

WHEREAS, the City desires to continue operating the Parking Facility on the Property and the Agency desires to permit the City to continue operating and managing the Parking Facility on the Property; and

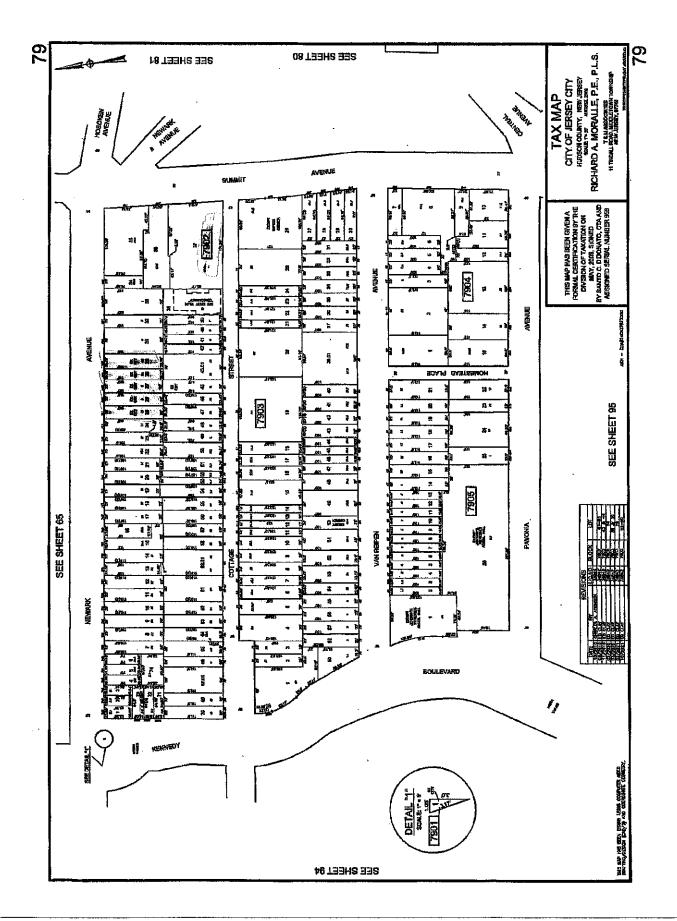
WHEREAS, the Agency desires to renew the License Agreement for a period of twelve (12) months, commencing on November 11, 2022, subject to approval of same by the City, provided that the Agency shall have the right to terminate the License Agreement in whole or in part at its sole discretion upon providing at least thirty (30) days' written notice to the City of such termination, all in accordance with Section 3 of the License Agreement,

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

- **Section 1.** The above recitations are hereby incorporated herein as if set forth at length.
- Section 2. The License Agreement is hereby renewed for a period of twelve (12) months, to begin November 11, 2022, provided that the Agency shall have the right to terminate the License Agreement in whole or in part at its sole discretion upon providing at least thirty (30) days' written notice to the City of such termination, all in accordance with Section 3 of the License Agreement. Except as expressly authorized herein, all other terms and conditions of the License Agreement shall remain unchanged and in full force and effect.
- **Section 3.** The Chair, Vice Chair, Executive Director, and Secretary are hereby authorized to execute and deliver any and all documents necessary to effectuate this Resolution, including an amendment to the License Agreement, all in consultation with counsel.
- **Section 4.** The Chair, Vice Chair, Executive Director and/or Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate the License Agreement and this Resolution.
 - **Section 5.** This Resolution shall take effect immediately.

Certified to be a true and correct copy of a resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Special Meeting held on March 21, 2023.

RECORD OF COMMISSIONERS VOTE						
<u>NAME</u>	AYE	NAY	ABSTAIN	<u>ABSENT</u>		
Donald R. Brown	1			!		
Douglas Carlucci	1					
Erma D. Greene				/		
Victor Negron, Jr.	/					
Darwin R. Ona				1		
Denise Ridley	J .					
Daniel Rivera	V					



Amended

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH 808 PAVONIA PHASE I OWNER, LLC AND 808 PAVONIA PHASE II OWNER, 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") as an area in need of redevelopment 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, on May 17, 2022, the Board of Commissioners of the Agency adopted Resolution No. 22-05-7 designating KRE/Silverstein 808 Pavonia LLC (the "Original Redeveloper") as the redeveloper of certain parcels within the Redevelopment Area identified on the official tax maps of the 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 (collectively, the "Property"); and

WHEREAS, on August 16, 2022, the Agency adopted Resolution No. 22-08-6 authorizing the execution of a redevelopment agreement with the Original Redeveloper (the "Original Redevelopment Agreement"); and

WHEREAS, on November 22, 2022 the Agency adopted Resolution 22-11-10 authorizing a first amendment to the Original Redevelopment Agreement, which was not executed; and

WHEREAS, the Original Redeveloper proposed to develop, finance and construct the Project in two (2) distinct phases (each, a "Phase"); and

WHEREAS, the Original Redeveloper requested that the Agency terminate the Original Redevelopment Agreement and authorize two separate redevelopment agreements with its affiliates as to the two Phases of the Combined Project; and

WHEREAS, 808 Pavonia Phase I Owner, LLC (the "New Phase 1 Redeveloper") and 808 Pavonia Phase II Owner, LLC (the "New Phase 2 Redeveloper"), affiliates of the Original Redeveloper are the new contract purchasers of the Property; and

WHEREAS, the New Phase 1 Redeveloper proposes to develop, finance and construct on the Property a project consisting of one (1) 48-story high rise tower (the "South Tower" or "Building 1" as identified in the Redevelopment Plan) to be constructed on the southerly portion of the Property immediately adjacent to the Loading Dock Area, containing 565-625 market rate residential rental units, 2,542-2,810 square feet of ground floor café space, 232-256 parking spaces of the Parking Garage, and a separate one (1) story building connected to Building 1 by a sky walk containing 3,342-3,694 square feet of gallery and café space, and amenities including a sundeck and outdoor pool for building residents ("Building 2" as identified in the Redevelopment Plan), improved publicly accessible open space, plazas and walkways, a turnaround/drop off area servicing the South Tower, improvements to the walkway adjacent to the Loew's Theatre beginning at John F. Kennedy Boulevard and terminating at the foot of Magnolia Street ("Concourse West"), improvements to the plaza which connects Concourse West/Gloria Esposito Way to Magnolia Street utilizing approximately 60 feet of the Magnolia Street right-of-way (the "Magnolia Street Plaza"), construction of a segment of the Pavonia-Van Reipen Connector, construction of the PATH Access Corridor (as defined herein), and the subdivision, conveyance, clearance and grading of the Loading Dock Area (the "Phase 1 Project"); and

WHEREAS, as part of the Project, the Original Redeveloper proposed 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 Theatre") 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 Theatre; and

WHEREAS, the Subdivision Plan that separates the Loading Dock Area from the Property has been approved; and

WHEREAS, the New Phase 2 Redeveloper proposes to develop, finance and construct on the Property a project consisting of one (1) 55-story high rise tower to be constructed on the northerly portion of the Property immediately adjacent to Phase 1 (the "North Tower" or "Building 4" as identified in the Redevelopment Plan) containing 564-624 market rate residential rental units and a continuation of the Parking Garage consisting of 119-131 parking spaces, improved landscaped and hardscaped publicly accessible plaza and open space, a drop off area servicing the North Tower, the Dog Park, and the remaining segment of the Pavonia-Van Reipen Connector (the "Phase 2 Project," together with the Phase 1 Project, the "Project"); and

WHEREAS, the Agency now wishes to designate the New Phase 1 Redeveloper as "redeveloper" of the Property for the Phase 1 Project, and designate New Phase 2 Redeveloper as "redeveloper" of the Property for the Phase 2 Project, as such term is defined in the Redevelopment Law, and enter into a redevelopment agreement (the "Redevelopment Agreement") with the New Phase 1 Redeveloper and New Phase 2 Redeveloper to set forth in greater detail their respective undertakings, rights and obligations in connection with construction of the Project on the Property; and

WHEREAS, the Agency also wishes to enter into a license agreement (the "License Agreement") through September 30, 2023 with New Phase 1 Redeveloper to allow for New Phase 1 Redeveloper to enter the Loading Dock property to complete the work on the Loading Dock Area after it has been conveyed to the Agency,

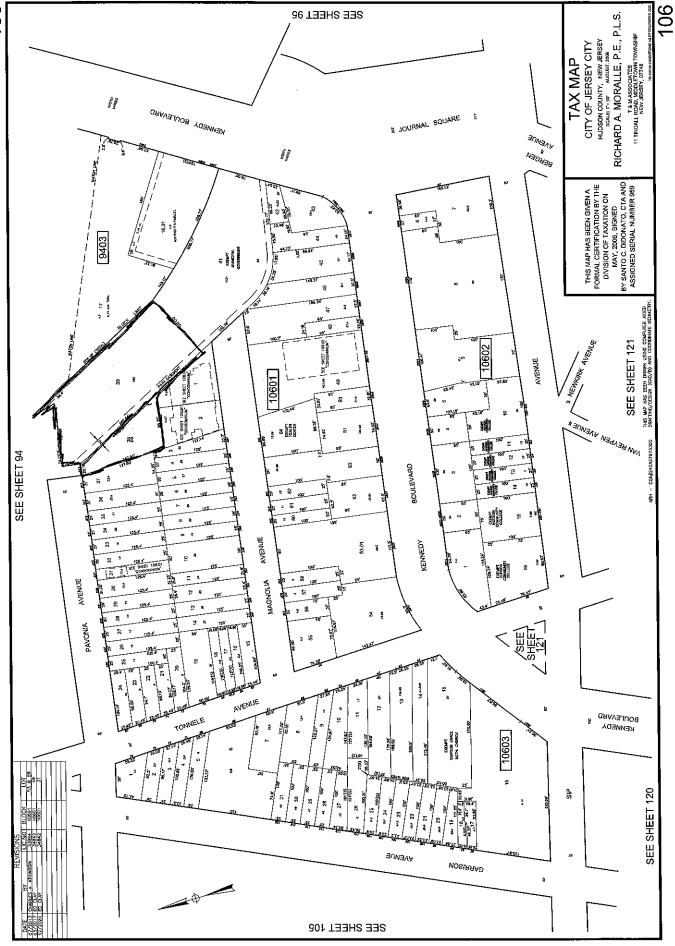
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency as follows:

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

- Section 2. The Board of Commissioners hereby designates 808 Pavonia Phase I Owner, LLC as redeveloper of the Property for Phase 1 Project and 808 Pavonia Phase II Owner, LLC as redeveloper of the Property for Phase 2 Project, in accordance with the organizational charts provided with respect to each of the same and on file with the Agency, provided however, that such charts may be amended upon written notice to the Agency to increase the amount of interest retained by the Original Redeveloper and its affiliate KRE/Silverstein 808 Pavonia II.
- **Section 3.** The Chair, Vice Chair, Executive Director and/or Secretary of the Agency are hereby authorized to execute the Redevelopment Agreements, 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 execute a License Agreement with New Phase 1 Redeveloper related to the Loading Dock Area, 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 5. The Chair, Vice Chair, Executive Director and/or Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate this Resolution.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Special Meeting of March 21, 2023.

RECORD OF COMMISSIONERS VOTE					
<u>NAME</u>	AYE	NAY	ABSTAIN	ABSENT	
Donald R. Brown	/	1			
Douglas Carlucci	/				
Erma D. Greene				/	
Victor Negron, Jr.	1				
Darwin R. Ona				1	
Denise Ridley	✓,				
Daniel Rivera					



SEE SHEET 93

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RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING CONTRACT NO. 23-03-RN7 WITH DOT DASH, LLC FOR ARCHITECTURAL LIGHTING SERVICES FOR THE PROPERTY LOCATED AT BLOCK 9501, LOT 22, COMMONLY KNOWN AS 84 SIP AVENUE/25 JOURNAL SQUARE, ALSO KNOWN AS 25 PATHSIDE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

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

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

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

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

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

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

WHEREAS, in order to undertake the Pathside Museum Project, the Agency determined it has a need for architectural lighting services for the Property (the "Services"); and

- **WHEREAS**, Dot Dash, LLC ("**Dot Dash**") has begun performance of the Services pursuant to Contract No. 22-04-RN6 with the Agency, previously approved pursuant to the Local Public Contracts Law, *N.J.S.A.* 40A:11-1 *et seq.* (the "**LPCL**"), which contract is set to expire; and
- WHEREAS, pursuant to the LPCL, the Agency has the power to award contracts necessary for the efficient operation of the Agency; and
- WHEREAS, Dot Dash submitted a detailed proposal to the Agency for the continuation and completion of performance of the Services dated March 15, 2023 (the "Proposal"), a copy of which is attached hereto and on file with the Agency; and
- **WHEREAS**, the Services provided by Dot Dash are professional services within the definition contained in *N.J.S.A.* 40A:11-2 and exempt from public bidding; and
- WHEREAS, Dot Dash possesses the skills and expertise to perform and complete the Services; and
- WHEREAS, the Agency desires to enter into a contract with Dot Dash (the "Contract") to perform the Services as outlined in the Proposal for an amount not to exceed \$118,000.00 to be paid in accordance with the rates set forth in the Proposal; and
- WHEREAS, the Agency certifies that it has funds available to pay the costs of the Services; and
- WHEREAS, Dot Dash has completed and submitted a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the City in the previous year, and acknowledging that the Contract will prohibit Dot Dash from making any reportable contributions through the term of the Contract; and
- **WHEREAS**, notice of the award of this contract shall be published in a newspaper of general circulation in accordance with N.J.S.A. 40A:11-5(1)(a)(i),
- **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that:
- **Section 1.** The aforementioned recitals are incorporated herein as though fully set forth at length.
- **Section 2.** The Board of Commissioners hereby awards a contract to Dot Dash for a term of up to twelve (12) months, for a contract amount not to exceed \$118,000.00, which shall be payable in accordance with the rates set forth in the Proposal on file with the Agency, all subject to the terms and conditions set forth in the Agency's form professional services agreement, together with any such additions, deletions and/or

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

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

Section 4. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Special Meeting on March 21, 2023.

RECORD OF COMMISSIONERS VOTE					
<u>NAME</u>	AYE	NAY	ABSTAIN	<u>ABSENT</u>	
Donald R. Brown	1				
Douglas Carlucci	V				
Erma D. Greene				J	
Victor Negron, Jr.	/				
Darwin R. Ona				/	
Denise Ridley	1 ,			!	
Daniel Rivera	 	:			



To:

Elizabeth Vasquez

From:

Christopher Cheap

Date:

March 15, 2023

Dot Dash has completed work through 100% Schematic design as captured in our 100% Schematic Design set dated February 3, 2023. The corresponding invoice is number 2610-01 dated January 13, 2023. The invoice remains open and has not been paid. In order to proceed with a new proposal eliminating Schematic Design, we require a commitment to pay the open invoice 2610-01 and the date we can expect payment.

The design phases required to complete work form the original scope and proposal are Design Development, Construction Documents, Bidding and Negotiation and Construction Administration.

The timeline for the remaining phases is captured in the most current schedule from OMA. Dot Dash commits to meeting this project schedule.

The Fee for the remaining phases is per the table on the following page.



I.c FEE PROPOSAL

Schematic Design	\$0,000.00
Design Development	\$43,500.00
Construction Documentation	\$43,500.00
Bidding and Negotiation	\$4,500.00
Construction Administration	\$22,500.00

I.d REIMBURSABLE EXPENSES

Т	O	Τ	Α	LS

\$2,000.00
\$1,000.00
\$500.00
\$500.00

ESTIMATED BY PHASE:

Schematic Design:	\$1,200.00
Design Development:	\$1,200.00
Construction Documents:	\$800.00
Construction Administration:	\$800.00

I.e HOURLY RATES

Principal	\$225.00/hr
Project Manager	\$195.00/hr
Designer	\$175.00/hr

I.f ACKNOWLEDGMENT OF SUBMISSION OF ALL REQUIRED FORMS

Dot Dash has included all required forms are included in submission. Refer to Table of Contents for each form's specific location.



Schematic Design	\$0,000.00
Design Development	\$43,500.00
Construction Documentation	\$43,500.00
Bidding and Negotiation	\$4,500.00
Construction Administration	\$22,500.00

1.d REIMBURSABLE EXPENSES

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Model and mockup materials	\$2,000.00
Presentation prints	\$1,000.00
Courier for samples	\$500.00
Transportation with large	\$500.00
presentation materials	,

ESTIMATED BY PHASE:

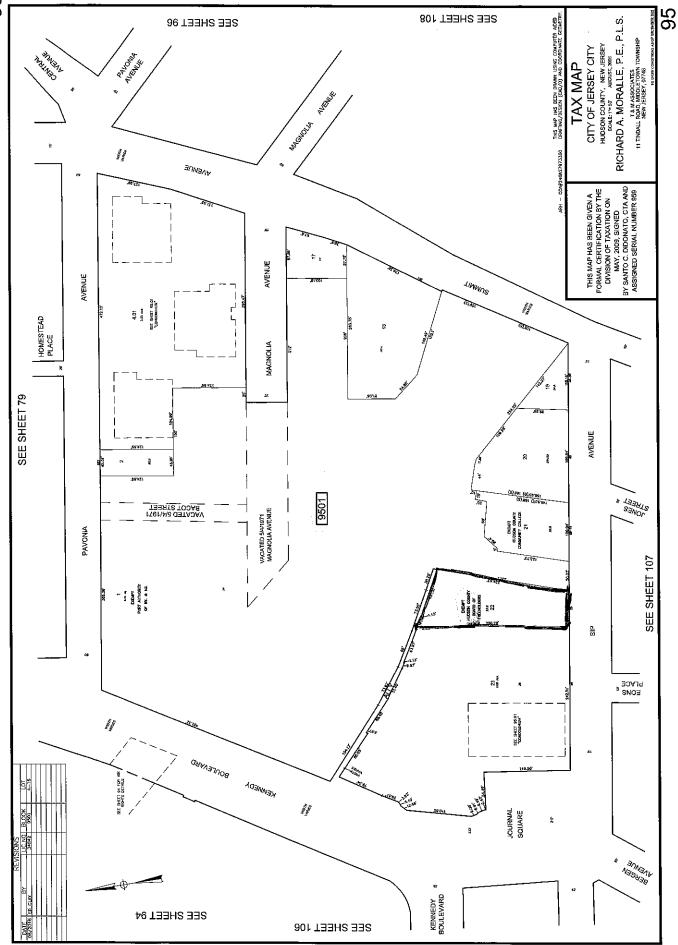
Schematic Design:	\$1,200.00
Design Development:	\$1,200.00
Construction Documents:	\$800.00
Construction Administration:	\$800.00

I.e HOURLY RATES

Principal	\$225.00/hr
Project Manager	\$195.00/hr
Designer	\$175.00/hr

I.f ACKNOWLEDGMENT OF SUBMISSION OF ALL REQUIRED FORMS

Dot Dash has included all required forms are included in submission. Refer to Table of Contents for each form's specific location.



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING CONTRACT 23-03-RN8 **NEW** WITH MATRIX ENGINEERING, LAND **SURVEYING** AND LANDSCAPE **ENGINEERING** ARCHITECTURE, PC FOR CIVIL GEOTECHNICAL **ENGINEERING SERVICES** FOR THE PROPERTY LOCATED AT BLOCK 9501, LOT 22, COMMONLY KNOWN AS 84 SIP AVENUE/25 JOURNAL SQUARE, ALSO KNOWN AS 25 PATHSIDE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

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

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

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

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

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

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

WHEREAS, in order to undertake the Pathside Museum Project, the Agency determined it has a need for civil engineering and geotechnical engineering services for the Property (the "Services"); and

WHEREAS, Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. ("Matrix") has begun performance of the Services pursuant to Contract No. 22-04-RN7 with the Agency, previously approved pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. (the "LPCL"), which contract is set to expire; and

WHEREAS, pursuant to *N.J.S.A.* 19:44A-20.4 *et seq.*, by Resolution No. 22-09-3 adopted on September 20, 2022, the Agency qualified Matrix to perform professional engineering services in all project areas; and

WHEREAS, Matrix submitted a detailed proposal to the Agency for the continuation and completion of performance of the Services dated March 14, 2023 (the "Proposal"), a copy of which is on file with the Agency; and

WHEREAS, the Services provided by Matrix are professional services within the definition contained in *N.J.S.A.* 40A:11-2 and exempt from public bidding; and

WHEREAS, Matrix possesses the skills and expertise to perform and complete the Services; and

WHEREAS, the Agency desires to enter into a contract with Matrix (the "Contract") to perform the Services as outlined in the Proposal for an amount not to exceed \$51,850.00 to be paid in accordance with the rates set forth in the Proposal; and

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

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

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

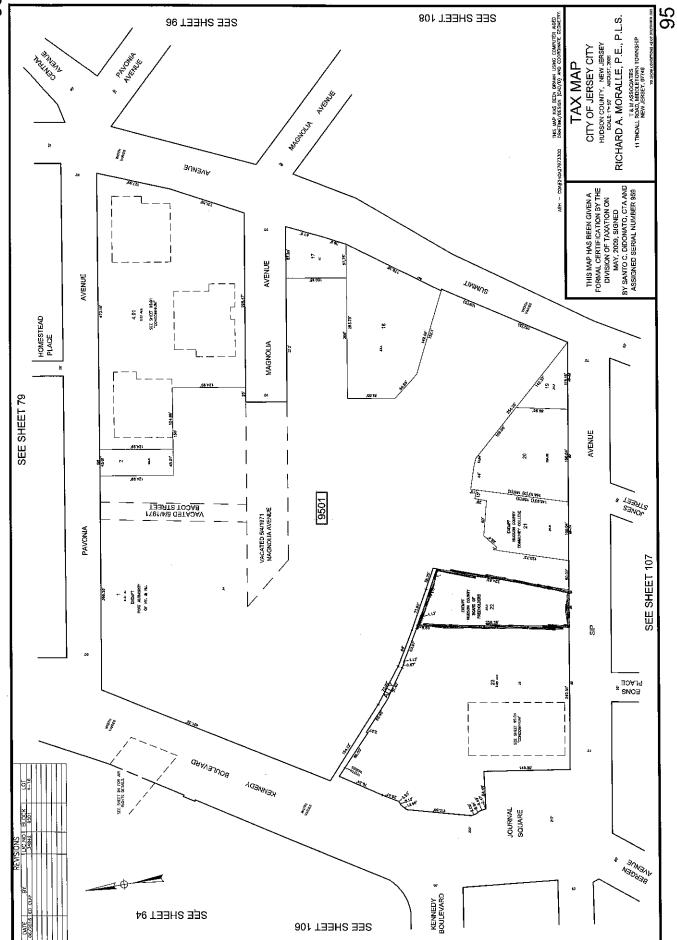
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that:

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

- **Section 2.** The Board of Commissioners hereby awards a contract to Matrix for a term of up to twelve (12) months, for a contract amount not to exceed \$51,850.00, which shall be payable in accordance with the rates set forth in the Proposal on file with the Agency, all subject to the terms and conditions set forth in the Agency's form professional services agreement, together with any such additions, deletions and/or modifications as may be necessary and/or desirable in consultation with counsel to the Agency.
- **Section 3.** The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.
 - **Section 4.** This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Special Meeting on March 21, 2023.

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	<u>ABSTAIN</u>	ABSENT
Donald R. Brown				
Douglas Carlucci	1			
Erma D. Greene				\
Victor Negron, Jr.	/			
Darwin R. Ona	,			1
Denise Ridley	√ ,			
Daniel Rivera	1			



Engineering Progress

TECHNICAL APPROACH PROFESSIONAL SERVICES PROPOSAL – CIVIL AND GEOTECHNICAL ENGINEERING SERVICES THE CENTRE POMPIDOU x JERSEY CITY MUSEUM PATHSIDE BUILDING – 25 SIP AVENUE (BLOCK 9501, LOT 22) CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY MATRIX No. 22-0276

INTRODUCTION

The following proposal is for professional services to provide both civil and geotechnical engineering services to the Jersey City Redevelopment Agency (JCRA) for the development of the Center Pompidou x Jersey City Museum project. Matrix understands that the JCRA intends to adaptively reuse the existing Pathside Building by redeveloping the structure into an art museum with space for exhibitions, events, and workspaces for artists, among many other interior features.

The existing Pathside Building is located at 25 Sip Avenue, which is further identified as Tax Lot 22 in Block 9501. Matrix understands that the existing structure is to remain, though such will be retrofitted to accommodate the new museum use through structural and geotechnical improvements to the structure. With the existing building itself occupying the majority of the property, there will be no on-site parking or circulation.

SCOPE OF SERVICES

The following is a summary of the scope of Civil Engineering Services to be provided by Matrix, as referenced from the RFP:

PART A: SCHEMATIC DESIGN
PART B: DESIGN DEVELOPMENT

PART C: CONSTRUCTION DOCUMENTATION

PART D: BIDDING AND NEGOTIATION

PART E: CONSTRUCTION ADMINISTRATION

The following is a summary of the scope of Geotechnical Engineering Services to be provided by Matrix, as referenced from the RFP (listed below the Civil Engineering Services section):

PART A: SCHEMATIC DESIGN

PART B: DESIGN DEVELOPMENT TO CONSTRUCTON DOCUMENTATION

CIVIL PART A: SCHEMATIC DESIGN

Matrix understands that a boundary and topographic survey was recently performed by another firm. Matrix has prepared this proposal under the assumption that such would be provided to Matrix in both PDF and AutoCAD format and that such would be utilized as basemapping for the civil engineering plans, and any geotechnical engineering plans as well (if required). Once provided to Matrix, we would perform an in-depth site visit to confirm the depicted conditions as well as identifying any site constraints. Matrix would provide a preliminary memo to the project identifying any encountered or anticipated constraints which may impact the redevelopment of the site, from a civil engineering standpoint.

Matrix would further utilize the existing survey to map existing utility service connections to the Pathside Building, including but not limited to sanitary sewer, domestic and fire water protection connection(s), natural gas service, electric service, and telecommunications. In coordination with the project's architect and MEP engineer, Matrix would design a conceptual utility plan for coordination with public utility providers. Matrix assumes that the project architect and/or MEP engineer would provide electric and natural gas loads, domestic and fire protection water line sizing, as well as the points-of-entry of any other

Engineering Progress

utilities into the building. Should any existing utilities which are to remain become in conflict with any of the proposed site or utility improvements, Matrix would design relocated or reconstructed utility connections as required. Matrix would also coordinate with the respective utility providers to ensure conformance with their requirements from the beginning.

Matrix assumes that the site topography will remain largely the same from existing to proposed conditions. Matrix will prepare a conceptual grading design which will comply with the Americans with Disabilities Act (ADA) to the maximum extent practical. This would include, but not be limited to, ensuring adequate site clearance for ADA accessible routes, curb ramps and/or building ramps, as well as general pedestrian site circulation.

The proposed Pathside Building improvements appear to include covered outdoor space along the western façade, both parallel to and between the western property line and the building. This space would be designed to conform with the slope requirements, ensuring that the outdoor space would be fully ADA-accessible. Matrix assumes that the first finished floor elevation will remain generally as-is, specifically at the southern building entrance as well as the curb and sidewalk grades along Sip Avenue. As such, the ADA-compliance of this sidewalk and entrance is largely dependent on existing conditions.

Matrix would also coordinate with the project architect regarding the development of the Art Handling Loading Dock. Matrix would provide vehicle turning and maneuvering simulations to ensure larger delivery vehicles have the capability of adequately docking to the building, both horizontally (in plan view), and vertically (in elevation view). Based on available documents, there does not appear to be any proposed on-site parking or vehicular circulation. However, should additional vehicular and/or pedestrian site circulation improvements be required, Matrix would design all aspects of the required work.

It is unapparent at this time exactly where the loading dock will be. However, should such be located on the north or east sides of the building, access upon New Jersey Transit property may or may not be required. Upon approval of the conceptual loading dock location and corresponding site design by the Owner, Matrix would coordinate with New Jersey Transit regarding site circulation and access as required.

Matrix would also collaboratively review the conceptual sketches and plans and provide comments and/or recommendations to the project team from a site/civil perspective. Matrix would also provide recommendations for potential site landscaping, if and where available This initial evaluation of the sketches allows the various project team members and entities to be working together from the onset and is critical to providing the JCRA with the high-caliber project they have proposed.

In addition to designing the grading for ADA-compliance, the proposed site topography would be designed to account for stormwater runoff. It is assumed that the roof will be a flat roof or would otherwise be internally plumbed roof drainage. Matrix would design a new exterior drainage system to connect the roof drainage to the Jersey City combined sewer system within Sip Avenue. The entire site is about one-half of an acre and the building is remaining.

It is therefore assumed that the proposed soil disturbances would be far below the one-acre threshold for requiring any detention or water quality treatment to be part of the stormwater management systems. As such, the proposed drainage systems would be designed to adequately convey the roof drainage as well as collecting runoff from the patio and roof area on the west side of the building.

Engineering Progress

Matrix would provide preliminary construction cost estimate for the civil engineering portion of the project and/or work with the Owner's cost estimating consultant or construction manager to develop the same. This phase would culminate with the submission of a Schematic Site Plan Set, inclusive of the following anticipated plans:

- Site Plan;
- Loading Dock Circulation/Maneuvering Plan;
- Grading Plan;
- Drainage and Utility Plan; and
- Preliminary Construction Details.

Approximate out-of-pocket reimbursable expenses are estimated as follows: mileage/tolls for 3 site visits or site meetings (50 miles round trip), 5 sets of schematic submission plan sets, and postage/shipping costs.

FIXED FEE:

\$8,000.00

REIMBURSABLES: \$ 250.00

CIVIL PART B: DESIGN DEVELOPMENT

Once the project team has reviewed and provided feedback on the Schematic Design phase submission, Matrix would progress the design documents to provide a more detailed design. The grading and drainage design would be revised, if and as required, based on any conflicts, constraints, or input from the design team. Matrix would coordinate with the Jersey City Municipal Utilities Authority (JCMUA) regarding both the proposed drainage and sanitary sewer connections to the City's infrastructure. Based on available mapping, this portion of Jersey City appears to be serviced by a Combined Sewer Overflow (CSO) system, which handles both stormwater and sanitary sewage in the same pipe. However, the JCMUA typically requires independent connections for each (e.g., two new pipes from the Pathside Building into the CSO pipe within Sip Avenue). Matrix would prepare a Stormwater Pollution Prevention Plan (SWPPP) to document the site's existing and proposed stormwater conditions (including any required runoff calculations), as well as to demonstrate its compliance with regulations per the JCMUA, Hudson County, and NJDEP regarding post-construction stormwater management.

The proposed domestic water service and fire water service connections design would be finalized based on coordination with the project MEP engineer, architect, and the JCMUA. Sizing of the water service connections and sanitary lateral (from the building) would be based on information provided by the MEP engineer, and in conformance with applicable codes and regulations for the construction of such. In addition, the exact point-of-entry for these services would be coordinated and determined with the project team, requirements for any backflow preventers or similar appurtenances, including locating the mechanical space(s) and meter room(s). Matrix would also engage the private utility providers for electric and natural gas service (PSE&G), as well as the Owner's chosen provider for internet/telephone/cable television. Matrix would incorporate the feedback and guidance from these utility providers, as well as any applicable regulations, to finalize the utility designs.

Being that the site is located along the Sip Avenue right-of-way (under City of Jersey City jurisdiction), it is not anticipated that any New Jersey Department of Transportation (NJDOT) or Hudson County approvals or submissions would be required for any proposed driveway(s). Should any of the proposed site improvements require City of Jersey City permits or approvals. Matrix would provide the supporting engineering documentation (e.g., site plans, sketches, additional detail(s), etc.), as necessary to obtain such.

Engineering Progress

The geotechnical engineering services (discussed below) would be performed by Matrix concurrently and in concert with the civil engineering services described above and below. Should the geotechnical engineering design require preparation of plans, details, cross-sections, etc., such would be incorporated into the overall Design Development plan set.

The engineer's estimate prepared under the Schematic Design phase would be revised and/or amended as required to account for the progressed site design. The cost estimate to be prepared by the Owner's representative or construction manager would be reviewed for consistency with Matrix's site and geotechnical engineering design scopes. Matrix would also review unit pricing for consistency with similar projects/site work scopes in the region to ensure the Owner has an accurate estimate of anticipated construction costs.

This phase would culminate with the submission of a Design Development Plan Set, inclusive of the following anticipated plans:

- Existing Site Conditions and Demolition / Preparation Plan;
- · Soil Erosion and Sediment Control Plan and Details;
- Site / Layout Plan;
- Loading Dock Circulation/Maneuvering Plan;
- Grading Plan;
- · Drainage and Utility Plan; and
- Construction Details.

Approximate out-of-pocket reimbursable expenses are estimated as follows: mileage/tolls for 4 site visits or site meetings (50 miles round trip), 5 sets of design development plan sets, and postage/shipping costs.

FIXED FEE: \$7,200.00 REIMBURSABLES: \$ 400.00

CIVIL PART C: CONSTRUCTION DOCUMENTATION

Upon completion of the Schematic Design phase, Matrix would incorporate any comments or feedback from the Design Architect and the sub-consultant team into the civil engineering design plans. In addition, Matrix would incorporate the same from any of the prior coordination with the public utility providers to ensure that the site and utility construction process is as efficient as possible.

Matrix would prepare technical specifications for all required aspects of the civil engineering scope of work. These specifications would in CSI Masterspec format to be consistent with the project team. Matrix anticipates that the majority of the specifications would cover Division 3, with supplemental sections under Divisions 1 and 2.

The first Construction Documentation submission would consist of the technical specifications, inclusive of the following anticipated general sections, as well as an updated construction cost estimate:

- Specifications (applicable sections to be determined)
 - o Division 1;
 - o Division 2; and
 - Division 3.

Engineering Progress

The second Construction Documentation submission would consist of a Construction Documents Plan Set, inclusive of the following anticipated drawings, as well as an updated estimate to reflect any site work changes between Design Development and Construction Documentation:

- Cover / Title Sheet;
- Notes / Legends / Project Information Sheet;
- Existing Site Conditions and Demolition / Preparation Plan;
- Soil Erosion and Sediment Control Plan and Details;
- Site / Layout Plan;
- · Loading Dock Circulation/Maneuvering Plan;
- · Grading Plan;
- Drainage and Utility Plan;
- · Site Landscaping Plan (if applicable); and
- Construction Details Sheet.
- Updated Construction Cost Estimate (or input provided to the construction manager).

Approximate out-of-pocket reimbursable expenses are estimated as follows: mileage/tolls for 4 site visits or site meetings (50 miles round trip), 10 sets of construction documentation plan sets, 10 sets of bid specifications, and postage/shipping costs.

FIXED FEE: \$8,500.00 REIMBURSABLES: \$ 500.00

CIVIL PART D: BIDDING AND NEGOTIATION

Once the project is advertised for bidding, Matrix would provide responses to any received Requests for Information (RFI) regarding any aspect of the site/civil and geotechnical engineering scopes of work. If required during the bidding process, Matrix would also prepare any addenda, clarifications, and provide responses to contractors' substitution requests regarding the site/civil bid documents.

Upon receipt of contractors' bids, Matrix would review the same and provide recommendations for award, based on the site/civil and geotechnical engineering portions of the contract only.

Approximate out-of-pocket reimbursable expenses are estimated as follows: mileage/tolls for 1 site visit or site meeting (50 miles round trip) and postage/shipping costs.

FIXED FEE: \$1,500.00 REIMBURSABLES: \$ 100.00

CIVIL PART E: CONSTRUCTION ADMINISTRATION

After contract award, Matrix would provide response to any of the awarded contractor's RFIs related to the site/civil and geotechnical engineering scopes of work. Matrix would also provide review of requested shop drawings and submittals for conformance with the site/civil and geotechnical engineering design concepts provided in the construction documents.

Matrix would also perform periodic site visits for pre-construction and construction progress meetings, as required, as well as to provide guidance to the contractor should a conflict arise on the site. Matrix would also be available to provide guidance or responses to the contractor with any questions regarding the site/civil and geotechnical engineering work. Matrix would also assist the architect in evaluating and preparing and Change Orders or Construction Change Directives as required. Matrix would provide

Engineering Progress

documentation regarding these construction activities for the Owner's records (e.g., meeting minutes, construction sketches or plan revisions, etc.).

Approximate out-of-pocket reimbursable expenses are estimated as follows: mileage/tolls for 8 site visits or site meetings (50 miles round trip), 5 sets of construction documentation plan sets. 5 sets of bid specifications, and postage/shipping costs.

FIXED FEE:

\$3.900.00

REIMBURSABLES: \$1,000.00

GEOTECH PART A: SCHEMATIC DESIGN

Matrix will review historic borings and other existing information and will provide input on likely foundation solutions for the proposed modifications to the existing building. At this time, it is unknown if the existing building is supported on deep or shallow foundations. Matrix will utilize any information provided by the client, and any record information it has to anticipate foundation conditions; however, Matrix cannot guarantee that a final determination of foundation type or existing capacity of foundations can be made from this information.

It is understood that modifications may require new foundations, underpinning of existing foundations, and temporary or permanent support of soil lateral loads. Matrix would utilize any available record information to approximate bearing capacities (or pile foundation requirements) to provide an estimate of anticipated support needed, but this estimate will only be as valuable as the validity of obtainable record information for the proximity to the site. It is assumed that record information of the building's foundation system will not become available, for which additional loading of existing foundations would not be recommended.

Matrix will participate in team meetings / calls to help the Structural Engineer develop the design.

Matrix will review cost estimates as it pertains to geotechnical items developed by the Structural Engineer.

Matrix will provide a brief Geotechnical Schematic Design (SD) report summarizing recommendations determined via analysis of historical data and discussions with the client and Structural Engineer.

FIXED FEE:

\$7,000.00

GEOTECH PART B: DESIGN DEVELOPMENT TO CONSTRUCTION DOCUMENTATION

Matrix understands that the scope may vary from limited new footings for canopies and ancillary structures with localized underpinning or modification of existing foundations, to reconstruction of a portion of the building requiring entirely new foundations. In both cases, Matrix is to include lateral loads on basement retaining walls, and recommendations for backfill.

Please note that modifications to the existing foundations may not be verifiable depending on configuration (i.e., seep foundations without record information would have insufficient data to provide additional load to the foundations).

Due to the wide range of services being requested, Matrix would anticipate completing the following adjustable program:



Subsurface Investigation

Prior to the subsurface investigation, the client shall provide a site location plan or survey detailing utility locations currently servicing the site.

Based on the proposed scope of work, an exact program has yet to be determined. At this time, Matrix will provide a daily rate of drilling in exterior, accessible locations such as the adjacent parking lot (access and approval for utilizing the adjacent lot is assumed to be completed by the client). Borings are assumed to be 25 to 50 feet in depth for the purposes of this proposal.

To provide drilling within the city streets, within the bus depot access lanes, and/or to complete borings or test pits within the actual building footprint requires additional parameters and would incur additional funds that have not been finalized at this time due to traffic control requirements, city permits, access constraints, etc. Matrix has provided estimated costs for these items pending verification of the desired program. These costs would be provided by our drilling subcontractor with a 15% markup. Estimated costs at this stage of the program would be verified upon development of a desired program in concert with the Structural Engineer.

For the base program, it is anticipated that a truck or rubber track ATV rig will be utilized for the borings and that access to the boring locations is assumed to be feasible. No matting to access boring locations is anticipated and it is assumed that the project will not require restoration of surfaces beyond backfilling the boring locations. Should this be inaccurate, a supplemental proposal can be provided as it may require additional time and materials to complete the effort.

Standard split spoon sampling will be conducted in each boring continuously to a depth of 12 feet below the ground surface (bgs), and at nominal five-foot intervals thereafter, if the conditions warrant. Split spoon samples will be collected using the Standard Penetration Test (SPT) in accordance with ASTM D-1586, Standard Method for Penetration Test and Split-Barrel Sampling of Soils.

Matrix will lay out the borings by taping and line of sight measurement using mapping provided by the client and will provide full-time technical observation of the field operations, including logging of the subsurface materials and collection of samples. Samples obtained during the exploration program will be returned to Matrix's office for further examination and testing, as warranted.

If contaminated soil or groundwater is encountered that is deemed detrimental to the health and safety of the field staff, the boring will be terminated and backfilled and the client notified. Matrix will prepare a supplemental proposal for completing the investigation with the required increases in PPE and additional environmental precautions.

The drilling subcontractor will contact the One Call service for general utility mark-out. Additionally, a GPR survey will be conducted to clear all proposed test borings.

Borings will be backfilled with excess drill cuttings and borings in asphalt will be surficially patched.

Soil samples collected during this evaluation will be discarded after six months of the completion of the subsurface investigation unless the client arranges to retrieve the samples from Matrix's storage facility prior to that time.

Geotechnical Laboratory Testing

Matrix will subcontract and arrange for appropriate geotechnical laboratory tests on selected representative soil samples recovered during the field operations. We anticipate performing geotechnical

Engineering Progress

laboratory tests for moisture content, grain size analysis, and Atterberg limits (plasticity indices) to determine the engineering index characteristics of the soils.

Engineering Evaluation

Matrix will evaluate the field and laboratory data to determine the impact of subsurface conditions on the planned construction.

Reporting

Matrix will prepare a geotechnical report of the investigation which will include:

- Boring location plan;
- Boring logs including descriptions of the subsurface materials, standard penetration test data;
- Description of subsurface conditions:
- Laboratory testing results:
- Recommendations for excavation and controlled fill;
- Recommended geotechnical design parameters; and
- Foundation recommendations (assessment of existing shallow or deep foundations may not be feasible).

* FIXED FEE:

\$13,500.00

TOTAL CONTRACT: \$51,850.00

* This fixed fee represents a base fee that includes the investigation, geotechnical reporting and laboratory testing of a 1-day geotechnical program (probable exterior accessible production of 50 to 80 feet of drilling/sampling in a day depending on subsurface conditions.) The cost above includes the driller's mobilization, GPR, one-call, 1 day of technical oversight, etc. Additional days should not need additional mobilization, GPR, or one-call mark-outs as long as all is completed under the base mobilization.

ADDITIONAL DAYS OF DRILLING:

\$6.500.00 / DAY

SITE WIDE NJDEP PERMIT:

\$1,800.00 IF NECESSARY

TRAFFIC CONTROL:

EST. \$2,000.00 / DAY

CITY / COUNTY PERMITS:

EST. \$1,500.00

INTERIOR TEST PITS:

EST. \$7,000.00 / DAY

INT. TEMP. SLAB RESTORATION:

EST. \$3,000.00 / PIT (assumes

6" concrete, no reinforcement)

ADDITIONAL GPR IF NECESSARY: \$2,000.00 / DAY

ADDITIONAL SCOPE 3/15/2023

GEOTECH PART B: ADDITIONAL GEOTECHNICAL INVESTIGATION EFFORT

As part of the original contracted program, Matrix anticipates the program should consist of 2 to 3 borings at the locations shown below in red on the existing survey. This program needs to be verified for feasibility with all affected parties. The borings are anticipated to be taken to about 30 feet below grade or refusal, whichever is encountered first. Matrix has allotted for a total of up to 2 days to complete the program and

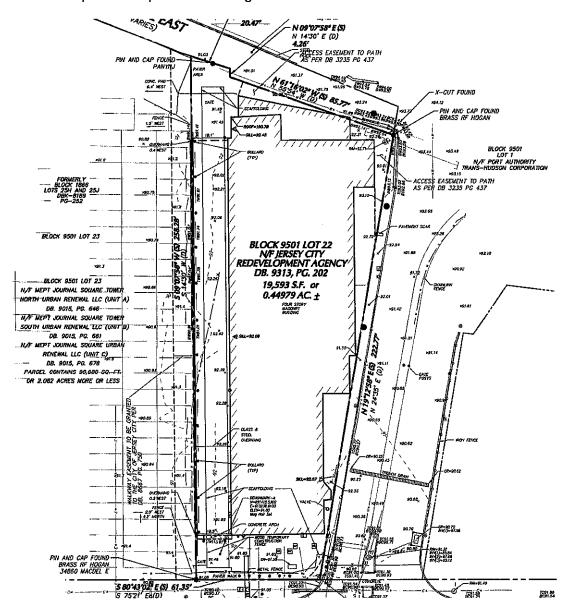
Engineering Progress

the program would be terminated at the conclusion of the 2nd day regardless of progress. One day of drilling was included in the original contract, and this additional scope is to add a 2nd day of drilling to the contracted scope per the values provided in the original proposal.

Based on the proposed locations, it is also anticipated that permits may be required to complete the proposed borings. Matrix anticipates that the JCRA will assist Matrix in securing any permits required to drill at the proposed locations if feasible.

Additionally, Matrix anticipates that traffic control over the course of 2 days may be required to complete the scope of work.

The additional day of drilling, the permit requirements, and the traffic control requirements are the purpose of the additional scope and request for funding.





Engineering Progress

TECHNICAL APPROACH PROFESSIONAL SERVICES PROPOSAL – CIVIL AND GEOTECHNICAL ENGINEERING SERVICES THE CENTRE POMPIDOU x JERSEY CITY MUSEUM PATHSIDE BUILDING – 25 SIP AVENUE (BLOCK 9501, LOT 22) CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY MATRIX No. 22-0276

INTRODUCTION

The following proposal is for professional services to provide both civil and geotechnical engineering services to the Jersey City Redevelopment Agency (JCRA) for the development of the Center Pompidou x Jersey City Museum project. Matrix understands that the JCRA intends to adaptively reuse the existing Pathside Building by redeveloping the structure into an art museum with space for exhibitions, events, and workspaces for artists, among many other interior features.

The existing Pathside Building is located at 25 Sip Avenue, which is further identified as Tax Lot 22 in Block 9501. Matrix understands that the existing structure is to remain, though such will be retrofitted to accommodate the new museum use through structural and geotechnical improvements to the structure. With the existing building itself occupying the majority of the property, there will be no on-site parking or circulation.

SCOPE OF SERVICES

ADDITIONAL SCOPE 3/15/2023

GEOTECH PART B: ADDITIONAL GEOTECHNICAL INVESTIGATION EFFORT

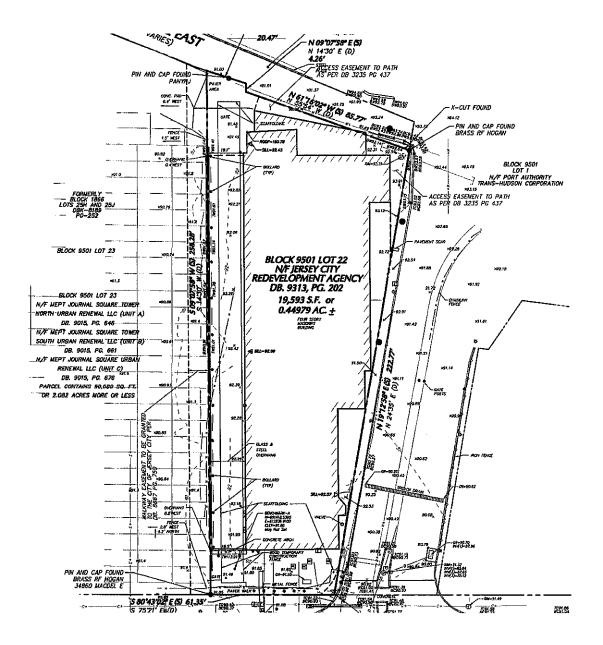
As part of the original contracted program, Matrix anticipates the program should consist of 2 to 3 borings at the locations shown below in red on the existing survey. This program needs to be verified for feasibility with all affected parties. The borings are anticipated to be taken to about 30 feet below grade or refusal, whichever is encountered first. Matrix has allotted for a total of up to 2 days to complete the program and the program would be terminated at the conclusion of the 2nd day regardless of progress. One day of drilling was included in the original contract, and this additional scope is to add a 2nd day of drilling to the contracted scope per the values provided in the original proposal.

Based on the proposed locations, it is also anticipated that permits may be required to complete the proposed borings. Matrix anticipates that the JCRA will assist Matrix in securing any permits required to drill at the proposed locations if feasible.

Additionally, Matrix anticipates that traffic control over the course of 2 days may be required to complete the scope of work.

The additional day of drilling, the permit requirements, and the traffic control requirements are the purpose of the additional scope and request for funding.

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ADDITIONAL SCOPE FEE:

\$12,000.00

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A CONTRACT WITH DHARAM LALLY & SMITH LLC D/B/A DHARAM CONSULTING FOR COST ESTIMATE PEER REVIEW SERVICES FOR THE PROPERTY LOCATED AT BLOCK 9501, LOT 22, COMMONLY KNOWN AS 84 SIP AVENUE/25 JOURNAL SQUARE, ALSO KNOWN AS 25 PATHSIDE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

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

WHEREAS, pursuant to the Redevelopment Law, the City has designated that certain area known as the Journal Square 2060 Redevelopment Area (as amended and supplemented from time to time, the "Redevelopment Area") as an area in need of redevelopment, and adopted the Journal Square 2060 Redevelopment Plan (the "Redevelopment Plan") in order to effectuate the redevelopment of the Redevelopment Area; and

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

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

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

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

WHEREAS, in order to undertake the Pathside Museum Project, the Agency determined it has a need for certain cost estimate peer review services for the Property (the "Services"); and

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

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

WHEREAS, Dharam Lally & Smith LLC d/b/a Dharam Consulting ("Dharam") submitted a quote to the Agency to provide the Services dated March 14, 2023 (the "Quote"), a copy of which is on file with the Agency; and

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

WHEREAS, the Agency desires to enter into a contract with Dharam (the "Contract") to perform the Services as outlined in the Quote for an amount not to exceed Ten Thousand Dollars (\$10,000.00), to be paid in accordance with the rates set forth in the Quote; and

WHEREAS, the Agency certifies the Contract will be funded by monies received from the City in accordance with the Cooperation Agreement and/or with the proceeds of a grant from the State of New Jersey Department of State/New Jersey Council on the Arts,

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

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

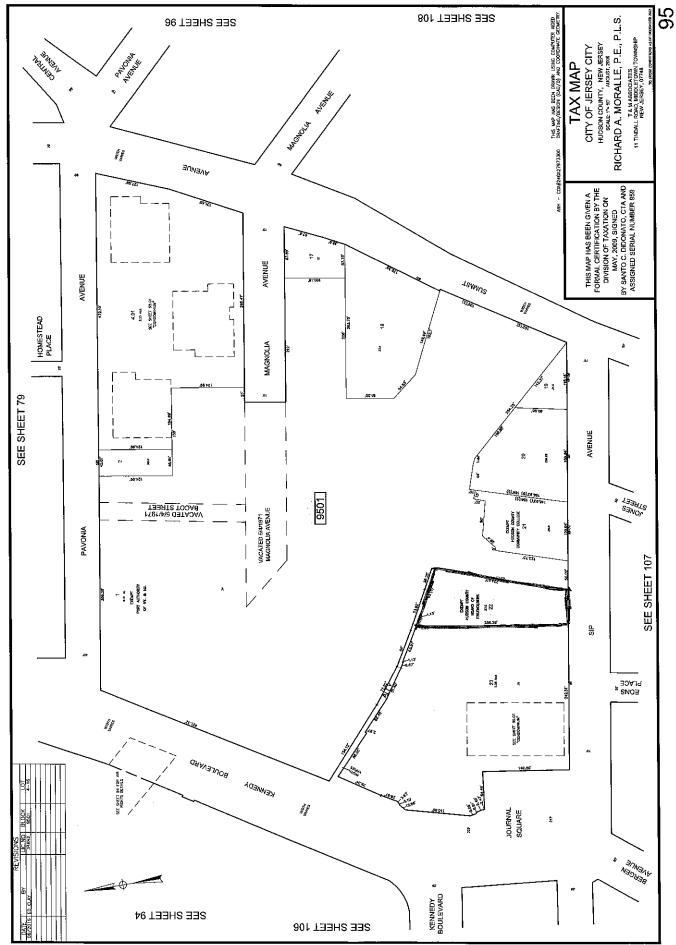
Section 2. The Chair, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to execute and deliver the Contract with Dharam to perform and complete the Services for a term to expire upon completion of the Services and all related tasks, or twelve (12) months after the effective date of the agreement, whichever is earlier, payable at the rates set forth in the Quote for a total amount not to exceed Ten Thousand Dollars (\$10,000.00), 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 the Secretary of the Agency are hereby authorized to execute any and all other documents necessary to effectuate this Resolution, in consultation with counsel.

Section 4. This Resolution shall take effect immediately

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Special Meeting of March 21, 2023.

RECORD OF COMMISSIONERS VOTE						
<u>NAME</u>	AYE	<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	1,					
Daniel Rivera	1					



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE CONDITIONAL DESIGNATION OF BLUE ATLANTIC CAPITAL, LLC AND DEVILS ARENA ENTERTAINMENT, LLC FOR THE PROPERTY IDENTIFIED AS BLOCK 10601, LOT 41, COMMONLY KNOWN AS 54 JOURNAL SQUARE PLAZA WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

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

WHEREAS, pursuant to the Redevelopment Law, the City designated 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, 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, as extended by Resolution No. 21-09-12 adopted on September 21, 2021; and

WHEREAS, by Resolution No. 22-08-3 adopted on August 16, 2022, the Agency extended Redeveloper's designation as redeveloper of the Property until December 31, 2022; and

WHEREAS, the Agency desires to extend Redeveloper's designation as redeveloper of the Property until December 31, 2023, which expiration date may be extended in the sole discretion of the Agency's Executive Director for one (1) additional period of up to sixty (60) days, so that the Agency and Redeveloper may complete the negotiation of a redevelopment agreement,

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

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

Section 2. The 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 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 3. The Chair, Vice-Chair, Executive Director, Secretary and/or other necessary Agency officials and professionals are each hereby authorized to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with Counsel to the Agency.

Section 4. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of March 21, 2023.

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown				
Douglas Carlucci				
Erma D. Greene	,			/
Victor Negron, Jr.	1			
Darwin R. Ona	,		-	/
Denise Ridley				
Daniel Rivera	$\sqrt{}$			

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT WITH RESPECT TO PROPERTY IDENTIFIED ON THE TAX RECORDS AS BLOCK 15907 C0002, LOT 3, COMMONLY KNOWN AS 20 SOUTH COVE, WITHIN THE LIBERTY HARBOR NORTH REDEVELOPMENT AREA

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

WHEREAS, in accordance with the criteria set forth in the Redevelopment Law, the City established an area in need of redevelopment commonly known as the Liberty Harbor North Redevelopment Area (the "Redevelopment Area") and adopted a redevelopment plan for the Redevelopment Area entitled the "Liberty Harbor North Redevelopment Plan" (as amended, and as may be further amended and supplemented from time to time, the "Redevelopment Plan"); and

WHEREAS, pursuant to the Redevelopment Plan, the Agency established a program for the redevelopment of certain properties previously identified on the official tax maps of the City as Block 60 as described in the Redevelopment Agreement (defined herein) ("Original Property"), which is within the Redevelopment Area and is subject to the Redevelopment Plan; and

WHEREAS, on October 24, 2000, the Agency authorized a resolution designating Tramz Hotels, Inc. ("Tramz"), as the redeveloper for the Original Property and authorizing a redevelopment agreement between the Agency and Tramz pursuant to which Tramz proposed to develop the Original Property into a mixed-use facility dedicated to a Class A full-service hotel in phases (collectively, the "Project"); and

WHEREAS, on November 1, 2000, the Agency and Tramz entered into a Redevelopment Agreement for the Project ("**Redevelopment Agreement**"), which was recorded with the Hudson County Register on September 13, 2007 in Book 8322, Page 98, *et seq.*; and

WHEREAS, from March, 2007 through April 2017, the Redevelopment Agreement was amended four times, ultimately permitting the construction of 2 multi-family residential buildings (including a parking garage) and a 12 story, 150 room AC Hotels by Marriott brand hotel with amenities ("Revised Project") by Statue of Liberty Harbor North Redevelopment Urban Renewal, LLC ("SOL"), as successor to Tramz; and

WHEREAS, on January 10, 2013, the Agency executed a Consent to a Partial Assignment and Assumption of Redevelopment Status ("Partial Assignment"), which provided that SOL established or would establish the condominium form of ownership for the Property to be known as the Liberty Harbor North Condominium ("LHN Condominium"), the Partial Assignment further provided that Park Liberty Company, LLC (Fisher Development Associates, LLC) ("Park

Liberty") would purchase Condominium Unit 1 in the LHN Condominium and SOL would retain ownership in Condominium Unit 2 (now identified as Block 15907 C0002, Lot 3 on the tax map of the City, the "**Property**"); and

WHEREAS, on or about June 19, 2018, the Agency designated South Cove Hospitality, LLC ("**South Cove**") for the purpose of redevelopment of a portion of the Original Property pursuant to a joint venture agreement between SOL, through its owner and controller, Tramz, and South Cove GP Member, LLC, a Fisher/RGC Longview company ("**Fisher**"); and

WHEREAS, on November 9, 2018, EFM commenced a Complaint in Mortgage Foreclosure ("Foreclosure Complaint") against SOL, its principals, the LHN Condominium Association and State of New Jersey at Docket No. F-22449-18 ("Foreclosure Action") with respect to the Property. The Agency and the City were not named, noticed or pled as a party to the Foreclosure Action by EFM; and

WHEREAS, on August 21, 2019, the Court entered a Final Judgment in Mortgage Foreclosure ("Foreclosure Judgment") in the Foreclosure Action in favor of EFM; and

WHEREAS, on January 6, 2021, the Agency commenced an action against SOL in the Superior Court of New Jersey, Hudson County vicinage, at Docket No. HUD-L-45-21, alleging breach of contract, unjust enrichment, breach of the implied covenant of good faith and fair dealing, promissory estoppel and the exercise of the right of reversion (the "Litigation"); and

WHEREAS, on January 7, 2021, the Sheriff of Hudson County conducted a Sheriff's Sale of the Property owned by SOL ("Sheriff's Sale") at which EFM was the successful bidder; and

WHEREAS, on April 9, 2021, the Agency filed an Amended Complaint in the Litigation, naming EFM as a defendant in the Litigation and asserting a claim for reversion under the Redevelopment Agreement; and

WHEREAS, on or about December 2021, the Agency and SOL settled all claims against the other respecting the Redevelopment Agreement, Property and Litigation and the Agency dismissed SOL as a party in the Litigation; and

WHEREAS, on December 15, 2022, EF TITAN SBC 2016-1 REO 391628 LLC entered into an Agreement of Purchase and Sale with Liberty Harbor North Partners, LLC, respecting the Property ("**Buyer**"); and

WHEREAS, on March 7, 2023, Buyer submitted a Redeveloper Application to the Agency seeking to become the designated redeveloper for the Property; and

WHEREAS, in order to avoid costly litigation expenses, the Agency and EFM are desirous of settling the Litigation and have negotiated and agreed upon a form of settlement agreement (a copy of which is on file with the Agency) (the "Settlement Agreement"),

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 Chair, Vice Chair, Executive Director and/or Secretary of the Agency are hereby authorized to execute the Settlement Agreement in substantially the form on file with the Agency, together with any additions, deletions and/or modifications as deemed necessary and/or desirable in consultation with counsel.
- **Section 3.** The Chair, Vice Chair, Executive Director and/or Secretary of the Agency are hereby authorized to execute all other documents necessary and/or desirable to effectuate this Resolution, in consultation with counsel, and to undertake all actions necessary to effectuate this Resolution, in consultation with counsel.
 - **Section 4.** This Resolution shall take effect immediately.

Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Special Meeting of March 21, 2023.

RECORD OF COMMISSIONERS VOTE					
<u>NAME</u>	AYE	NAY	ABSTAIN	ABSENT	
Donald R. Brown					
Douglas Carlucci	1				
Erma D. Greene				/	
Victor Negron, Jr.	1				
Darwin R. Ona					
Denise Ridley	1/				
Daniel Rivera	\				

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TAX MAP

TAX MAP

CITY OF JERSEY CITY

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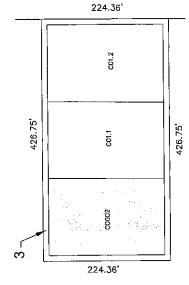
RICHARD A, MORALLE, P.E., P.L.S.

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

200¥

T & M ASSOCIATES 11 TINDALL ROAD, MIDDLETOWN TOWNSHIP NEW JERSEY, 07748

LUIS MUNOZ MARIN BLVD



LIBERTY HARBOR NORTH CONDOMINIUMS BLOCK 15907 - LOT 3



2,20 Ac± TOTAL SCALE: 1" = 50"

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RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING LIBERTY HARBOR NORTH PARTNERS LLC AS THE REDEVELOPER AND AUTHORIZING EXECUTION OF A FUNDING AGREEMENT IN CONNECTION WITH PROPERTY IDENTIFIED ON THE TAX RECORDS AS BLOCK 15907 C0002, LOT 3, COMMONLY KNOWN AS 20 SOUTH COVE, WITHIN THE LIBERTY HARBOR NORTH REDEVELOPMENT AREA

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

WHEREAS, in accordance with the criteria set forth in the Redevelopment Law, the City established an area in need of redevelopment commonly known as the Liberty Harbor North Redevelopment Area (the "Redevelopment Area") and adopted a redevelopment plan for the Redevelopment Area entitled the "Liberty Harbor North Redevelopment Plan" (as amended, and as may be further amended and supplemented from time to time, the "Redevelopment Plan"); and

WHEREAS, Liberty Harbor North Partners LLC (the "Redeveloper") is a contract purchaser of certain property located within the Redevelopment Area identified on the official tax maps of the City as Block 15907 C0002, Lot 3 commonly known as 20 South Cove (the "**Property**"); and

WHEREAS, on March 7, 2023, Buyer submitted a Redeveloper Application to the Agency seeking to become the designated redeveloper for the Property; and

WHEREAS, Redeveloper proposes to develop, finance and construct on the Property a thirty-two (32) story building, containing parking, office/flex space, amenities, and three hundred (300) residential units, with a mix of studios, one-bedroom, two-bedroom and three-bedroom unit types, of which forty-five (45) units will be affordable units with ten (10) one-bedroom units, twenty-five (25) two-bedroom units, and ten (10) three-bedroom affordable units, (collectively, the "Project"), provided that the Redevelopment Plan is amended in accordance with City Ordinance No. 23-021, introduced on March 8, 2023 and currently pending before the City Council, and is adopted and becomes effective; and

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

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

- **NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that:
 - **Section 1.** The recitals above are hereby incorporated herein as if set forth at length.
 - **Section 2.** The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute the Funding Agreement, substantially in the form on file with the Agency, subject to Ordinance 23-021 begin passed and becoming effective, together with such additions, deletions and/or modifications as deemed necessary or desirable in consultation with counsel.
- **Section 3.** Liberty Harbor North Partners LLC is hereby conditionally designated as the Redeveloper of the Property, subject to Ordinance 23-021 begin passed and becoming effective, for a period commencing upon the effective date of Ordinance 23-021 and ending on March 31, 2024, unless extended for an additional period of no more one hundred eighty (180) days by the Executive Director in her sole discretion, *provided, however*, that designation of Redeveloper as authorized hereunder is conditional upon Redeveloper's full execution and funding of the Funding Agreement.
 - **Section 4.** If, by March 31, 2024, or such later date as established by the Executive Director in accordance with Section 3 hereof, Agency and the Redeveloper have not executed a mutually acceptable redevelopment agreement and the designation of the Redeveloper as the redeveloper of the Property shall automatically expire without any need for any further action of the Board.
 - **Section 5.** The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.
 - **Section 6.** This Resolution shall take effect immediately.

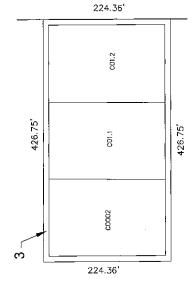
Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Special Meeting of March 21, 2023.

RECORD OF COMMISSIONERS VOTE						
<u>NAME</u>	AYE	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>		
Donald R. Brown	√ ,					
Douglas Carlucci						
Erma D. Greene	_			/		
Victor Negron, Jr.	1					
Darwin R. Ona	_			/		
Denise Ridley	1/					
Daniel Rivera	1					

THE MAP HAS BEEN DRAWN USING COMPUTER AIDED DRAFTING/BESIGN (CAD/D) AND COORDINATE GEOMETRY.

TAX MAP

LUIS MUNOZ MARIN BLVD



LIBERTY HARBOR NORTH CONDOMINIUMS BLOCK 15907 - LOT 3



2.20 Ac± TOTAL SCALE: 1" = 50"

CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SOME AS NOTED AUGUST, 2008
RICHARD A. MORALLE, P.E., P.L.S. T & M ASSOCIATES 11 TINDALL ROAD, MIDDLETOWN TOWNSHIP NEW JERSEY, 07748 THIS MAP HAS BEEN CIVEN A
FORMAL CERTIFICATION BY THE
DINISION OF TRAXTON ON
MAY, 2009, SIGNED
BY SANTO C. DIDONATO, CIVA AND
ASSIGNED SERIAL NUMBER 959

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXERCISING OPTION TO RENEW CONTRACT NO. 21-06-RN3 WITH GRIND COFFEE, LLC PURSUANT TO N.J.S.A. 19:44A-20.5, et seq. FOR BERRY LANE PARK FOOD, BEVERAGE, AND RETAIL CONCESSIONS AND AUTHORIZING AN ASSIGNMENT OF THE AGREEMENT WITH THE CITY OF JERSEY CITY WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

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

WHEREAS, the Agency owns that certain property within the City of Jersey City (the "City") identified as Block 18901, Lot 1.01 on the official tax maps of the City of Jersey City ("Berry Lane Park"); and

WHEREAS, the Agency has a need to obtain food, beverage, and retail concession services at Berry Lane Park (the "Services"); and

WHEREAS, the Agency's Qualified Purchasing Agent determined and certified in writing that the value of the Services to be performed will exceed \$17,500.00; and

WHEREAS, the Agency solicited proposals for the Services and, pursuant to the provisions of *N.J.S.A.* 19:44A-20.5 *et seq.*, awarded contract 21-06-RN3 (the "Contract") to Grind Coffee, LLC, located at 360 Communipaw Avenue, Jersey City, New Jersey 07304; and

WHEREAS, the Agency has determined to exercise its option to renew the Contract in accordance with its terms; and

WHEREAS, in accordance with the terms of the Contract, and due to the transfer of Berry Lane Park to the City, the Agency wishes to authorize an assignment of the Contract to the City,

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 renewal of the Contract with Grind

Coffee, LLC to perform and complete the food, beverage, and concession services for a term of one (1) year, and to execute and deliver an assignment of the Contract to the City.

- **Section 3.** The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.
- **Section 4.** The Business Disclosure Entity Certification and the Determination of Value shall be placed on file with 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 March 21, 2023.

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	<u>ABSTAIN</u>	ABSENT
Donald R. Brown				
Douglas Carlucci	1			
Erma D. Greene				√
Victor Negron, Jr.	J			
Darwin R. Ona				1
Denise Ridley				
Daniel Rivera				

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING NEW LIFE CONSTRUCTION & PROPERTY MANAGEMENT AS REDEVELOPER OF PROPERTY IDENTIFIED AS BLOCK 23703, LOT 12, COMMONLY KNOWN AS 9 MYRTLE AVENUE WITHIN THE SCATTER SITE REDEVELOPMENT AREA

WHEREAS, the property located at 9 Myrtle Avenue, Jersey City, New Jersey and identified on the City's official tax map as Block 23703, Lot 12 (the "Property") has been placed by the City of Jersey City (the "City") upon the City's abandoned property list in accordance with the requirements of the New Jersey Urban Redevelopment Act, N.J.S.A. 55:19-20 et seq. (the "NJURA"), and the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et. seq. (the "APRA"); and

WHEREAS, the Property is also located within the Scatter Sites Redevelopment Area the "Redevelopment Area") and is governed by the Scatter Sites Redevelopment Plan (the "Redevelopment Plan"); and

WHEREAS, the City and the Jersey City Redevelopment Agency (the "Agency") entered into an agreement as authorized under the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., whereby the City authorized the Agency to act as the City's agent to carry out the City's powers with regard to abandoned properties; and

WHEREAS, New Life Construction & Property Management, 406 Bloomfield Avenue, Bloomfield, NJ 07003 (the "Redeveloper") proposes to redevelop the Property by performing a gut rehabilitation of the two-family abandoned structure on the Property and then, once it is fully rehabilitated, operating it as a rental property (collectively, the "Project"), consisting of two (2) bedrooms on the first floor and four (4) bedrooms on the second floor; and

WHEREAS, the Redeveloper has filed a redeveloper application with the Agency asking the Agency to conditionally designate the Redeveloper as the sole redeveloper of this Property, subject to the negotiation and entry into a mutually acceptable redevelopment agreement between the parties; and

WHEREAS, the Agency has determined that the Redeveloper has the financial capability and experience necessary to serve as the redeveloper for 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.** New Life Construction & Property Management is hereby conditionally designated as the Redeveloper of the Property for a period commencing upon the adoption of this Resolution and ending on July 31, 2023, unless extended for an additional period of no more than thirty (30) days by the Executive Director in her sole discretion.

Resolution No.: 23-SP03-<u>19</u>

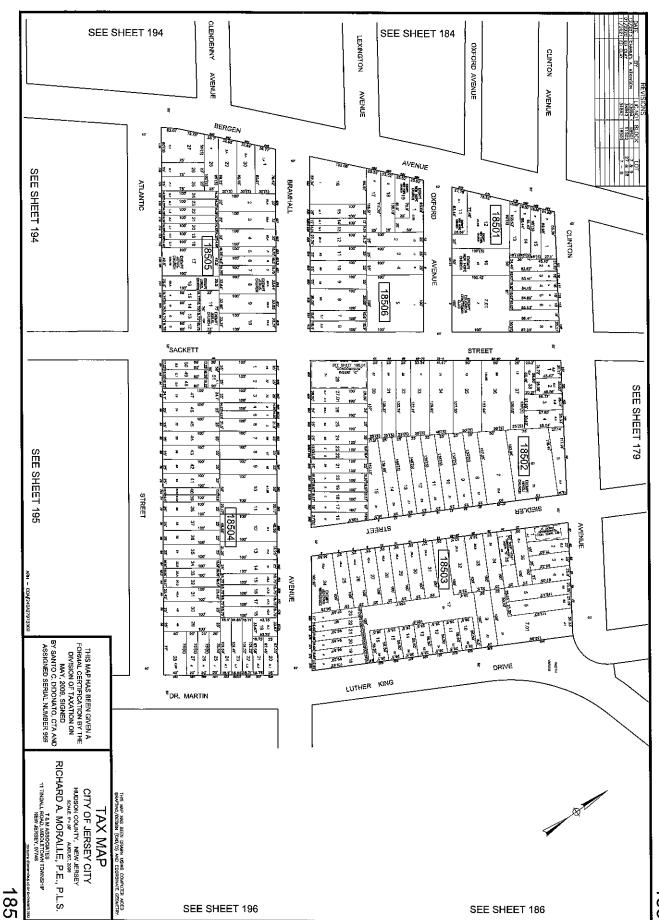
Section 3. If, by July 31, 2023 or such later date as established by the Executive Director in accordance with Section 3 hereof, the Agency and the Redeveloper have not executed a mutually acceptable redevelopment agreement, the designation of the Redeveloper as the redeveloper of the Property shall automatically expire without any need for any further action of the Board.

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 documents necessary to effectuate this Resolution, in consultation with counsel.

Section 5. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of March 21, 2023.

RECORD OF COMMISSIONERS VOTE					
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	ABSENT	
Donald R. Brown					
Douglas Carlucci	/				
Erma D. Greene				/	
Victor Negron, Jr.	1				
Darwin R. Ona				1	
Denise Ridley	1				
Daniel Rivera	1				



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING ELIZABETH VASQUEZ TO ATTEND THE ANNUAL PUBLIC PURCHASING EDUCATIONAL FORUM

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

WHEREAS, in furtherance of its redevelopment objectives, the Agency finds it necessary or desirable from time to time for its employees to attend seminars, conferences, continuing education classes and/or seminars on redevelopment-related topics; and

WHEREAS, the Agency wishes to authorize Elizabeth Vasquez to attend the Annual Public Purchasing Educational Forum and occurring on May 2-4,2023 in Atlantic City, New Jersey (the "Conference") to renew her Qualified Purchasing Agent license,

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

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

Section 2. Elizabeth Vasquez is hereby authorized to attend the Conference.

Section 3. This Resolution shall take effect immediately.

DIANA H. JEFFREY, SECRETARY

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Special Meeting held on March 21, 2023.

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	7,			· · · · · · · · · · · · · · · · · · ·
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Victor Negron, Jr.	1			
Erma D. Greene				/
Darwin R. Ona				
Denise Ridley	1			
Daniel Rivera	V	-		

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Q Men

Public Purchasing Educational Forum

Home / Programs

53rd Annual Rutgers University

Color Your World!

May 2, 3, 4, 2023 Golden Nugget, Atlantic City

Co-sponsored by:

Rutgers Center for Government Services
Northern New Jersey NIGP
Southern New Jersey NIGP
New Jersey Association of County Purchasing Officials

Registration Information

The 53rd Rutgers Public Purchasing Educational Forum is scheduled for May 3-4, 2023, at the Golden Nugget Atlantic City. We also offer a pre-Forum 'Green Procurement' seminar on May 2, 2023, at the same location. As always, the Forum will provide the latest and most relevant information for the purchasing professionals, as well as an opportunity to earn up to 10 CEUs, and to network with peers.

There are two ways to register for the conference:

- 1. Purchase orders/vouchers and registration forms must be sent together and e-mailed to cgs@docs.rutgers.edu. A check or voucher must accompany the registration form, made payable to Rutgers, the State University of New Jersey.
- 2. Online registrations (with credit card or e-check only) are currently accepted as well. Click on the "Register Online" button in the left column.

You can register for 2-day or 1-day Forum participation, as well as for the pre-Forum "Green Procurement" seminar. For registration, please use the following codes:

Code	Event	Fee
PP-2250-SP23-1	2-day Forum, 5/3 & 5/4	\$400
PP-2250-SP23-2	1-day Forum, 5/3	\$215
PP-2250-SP23-3	1-day Forum, 5/4	\$215
PP-2227-SP23-2	Green Procurement 1/2-day, 5/2	\$133

Before a student is officially enrolled in a course, payment must be authorized or secured. A student who has a delinquent account with CGS will not be permitted to enroll in any additional courses or events offered by the Center until the delinquency is resolved. Withdrawal requests must be submitted in writing at least 3 business days before the Forum and will incur a \$25 processing fee. Withdrawals will be refunded, minus the \$25 fee. Failure to notify CGS within the time frame will result in forfeiture of all fees. There is a \$25 fee for returned checks.

All registrations for the conference must be received NO LATER than three business days before the conference begins. Conference registration will be closed on April 26th, 2023. Late registrations will not be accepted.



To obtain credit for a session, you must be present through the entire duration of the session and scan your badge at the door.

DOE Waiver for overnight travel for school district employees has been received. Please click HERE to download.

View The 2023 Conference Program Schedule

Hotel Information	•
Exhibitor Information	•
DLGS Continuing Education Credits	•
Planning Committee Members	\oplus

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Accessibility



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY ESTABLISHING THE LOCATION OF ITS REGULAR MEETINGS

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

Section 1. The regular meetings of the Agency shall be held in the Explorer Middle School located at 180 9th Street, Jersey City, New Jersey on the third Tuesday of each month at 6:00 p.m., unless otherwise noted. The meeting dates for the 2023 calendar year and the beginning of 2024 are as follows:

April 18, 2023 May 16, 2023 June 20, 2023 July 18, 2023 August 15, 2023 September 19, 2023 October 17, 2023

*November 28, 2023 (fourth Tuesday of the month)
*December 19, 2023 (Meeting begins at 5:00 p.m.)
January 16, 2024

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

Section 3. A copy of this Resolution shall be available for public inspection at the offices of the Agency.

Section 4. This Resolution shall take effect immediately.

Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of March 21, 2023.

RE	CORD OF COMMISS	IONERS V	OTE	
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	/			
Douglas Carlucci	1			
Erma D. Green				/
Victor Negron, Jr.	J			
Darwin R. Ona				1
Denise Ridley	✓.			
Daniel Rivera				

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE ACCOUNTS/INVOICES PAYABLE LIST AS OF MARCH 21, 2023

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of March 21, 2023

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Accounts/Invoices Payable List as of be March 21, 2023 approved as presented.

Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated March 21, 2023

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown				
Douglas Carlucci				
Victor Negron, Jr.				
Erma D. Greene				
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2/27/2023 3/16/2023	3/17/2023	11/15/2022 12/6/2022	1/31/2023 1/31/2023 1/31/2023 1/31/2023 1/31/2023 1/31/2023 1/31/2023 1/31/2023	2/7/2023	3/1/2023	3/1/2023	Invoice Date
INV115057940 Reimbursement	Petty Cash Replenish	6139 6200 Totals for BROWN	6305 6306 6311 6307 6308 6310 6309 6130	12563 Totals for ALARIM	March 2023	56 Totals for A	Invoice Number
Expense Reimbursement - Zoom Expense Reimbursement - Staff Lunch/Trave Totals for CHRISTOPHER FIORE: 2 invoice(s) listed.	Petty Cash Replenishment Totals for CASH: 1 invoice(s) listed.	Oversight & Mgmt Services for EPA Revolvi 200 Support Services for Grand Jersey Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS: 10 invoice(s) listed.	Oversight & Mgmt Services for EPA Petro. A Morris Canal - Greenway EPA Multipurpose C Misc Non-Grant Support Services Oversight & Mgmt Services for EPA Hazardo Support Services for Grand Jersey Oversight & Mgmt Services for EPA Mill Cre Oversight & Mgmt Services for EPA Revolvi Support Services for Grand Jersey	Labor and Materials - 665 Ocean Avenue Totals for ALARIM & COMMUNICATION TECHNOLOGIES: 1 invoice(s) listed.	Employee Deductions per Payroll -March Totals for AFLAC: 1 invoice(s) listed.	Scaffold Services at 84 Sip Avenue- March Totals for ADVANCED SCAFFOLD SERVICES LLC: 1 invoice(s) listed.	Invoice Description
\$91.46 \$374.56 \$466.02	\$122.79 \$122.79	\$305.00 \$2,985.00 \$9,653.75	\$390.00 \$1,748.75 \$435.00 \$965.00 \$1,151.25 \$331.25 \$422.50 \$720.00	\$460.00 \$460.00	\$783.18 \$783.18	\$1,200.00 \$1,200.00	Invoice Balance
\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00	\$0.00	\$0.00 \$0.00	Potential Discount Discount Expires On N
\$91.46 \$374.56 \$466.02	\$122.79 \$122.79	\$2,985.00 \$9,653.75	\$390.00 \$1,748.75 \$435.00 \$965.00 \$1,151.25 \$331.25 \$422.50 \$720.00 \$505.00	\$460.00 \$460.00	\$783.18 \$783.18	\$1,200.00 \$1,200.00	Net Amount Due

EVENING JOURNAL ASSOCIATION EVENING JOURNAL ASSOCIATION	Economic Project Solutions, Inc. Economic Project Solutions, Inc. Economic Project Solutions, Inc.	DELTA STORAGE DELTA STORAGE DELTA STORAGE	CRYSTAL POINT CONDOMINIUM ASSOC. CRYSTAL POINT CONDOMINIUM A 3/21/2023	COONEY BOVASSO REALTY ADVISORS COONEY BOVASSO REALTY ADVI 3/21/	COMCAST COMCAST	CME ASSOCIATES CME ASSOCIATES CME ASSOCIATES	Vendor Name
3/21/2023	3/21/2023 3/21/2023	3/21/2023 3/21/2023	SOC. 3/21/2023	SORS 3/21/2023	3/21/2023 3/21/2023	3/21/2023 3/21/2023	Due Date
2/25/2023	2/28/2023 1/26/2023	3/9/2023 3/9/2023	2/13/2023	5/6/2022	2/26/2023 2/16/2023	2/13/2023 2/27/2023	Invoice Date
AD#0010584288 Totals	14312 14289 <i>T</i> r	002-64275 002-64275	Mar-23 Totals for CR	22-6393 Totals for CC	8499 05 354 4361702 8499 05 354 3248876	0322663 0324110	Invoice Number
88 Legal Advertisement - Public Notice February Totals for EVENING JOURNAL ASSOCIATION: 1 invoice(s) listed.	Completed Pre- Constru. Phase - Services for I Completed Pre- Constru. Phase - Services for I Totals for Economic Project Solutions, Inc.: 2 invoice(s) listed.	Storage Unit - Size: 10x30, Unit #: 1001-Marc Storage Unit - Size: 10x30, Unit #: 1172 -Man Totals for DELTA STORAGE: 2 invoice(s) listed.	Monthly Maintenance Fee March (Account # Totals for CRYSTAL POINT CONDOMINIUM ASSOC.: 1 invoice(s) listed.	Property Appraisal - 1054-1060 Garfield Aven Totals for COONEY BOVASSO REALTY ADVISORS: 1 invoice(s) listed.	Internet Service at 39 Kearney Ave. Internet Service at 665 Ocean Avenue Totals for COMCAST: 2 invoice(s) listed.	Prep. Riparian Grant Map - Blocks 15702 & 1 Land Survey - Blocks 15702 & 15801, Lot 3. Totals for CME ASSOCIATES: 2 invoice(s) listed.	Invoice Description
\$195.04 \$195.04	\$16,860.00 \$16,860.00 \$33,720.00	\$1,329.56 \$1,272.44 \$2,602.00	\$222.46 \$222.46	\$3,000.00 \$3,000.00	\$516.92 \$219.99 \$736.91	\$4,500.00 \$9,985.00 \$14,485.00	Invoice Balance
\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	Potential Discount Discount Expires On
\$195.04 \$195.04	\$16,860.00 \$16,860.00 \$33,720.00	\$1,329.56 \$1,272.44 \$2,602.00	\$222.46 \$222.46	\$3,000.00 \$3,000.00	\$516.92 \$219.99 \$736.91	\$4,500.00 \$9,985.00 \$14,485.00	Net Amount Due

Kassim Handyman Service, LLC Kassim Handyman Service, LLC Kassim Handyman Service, LLC	JGL Food Service Consultants LLC JGL Food Service Consultants LLC	JESAMIL LOZANO JESAMIL LOZANO	JC MUNICIPAL UTILITIES AUTHORITY JC MUNICIPAL UTILITIES AUTHORI 3/ JC MUNICIPAL UTILITIES AUTHORI 3/ JC MUNICIPAL UTILITIES AUTHORI 3/	HUDSON COUNTY REGISTER HUDSON COUNTY REGISTER HUDSON COUNTY REGISTER HUDSON COUNTY REGISTER HUDSON COUNTY REGISTER	GEI CONSULTANTS, INC. GEI CONSULTANTS, INC.	Vendor Name FEDERAL EXPRESS
3/21/2023 3/21/2023	. c 3/21/2023	3/21/2023	RITY U 3/21/2023 U 3/21/2023 U 3/21/2023	3/21/2023 3/21/2023 3/21/2023 3/21/2023 3/21/2023	3/21/2023	Due Date 3/21/2023
2/2/2023 6/15/2022	2/15/2023	3/1/2023	2/6/2023 2/6/2023 2/16/2023	3/2/2023 3/9/2023 3/9/2023 3/9/2023 3/9/2023	2/8/2023	Invoice Date 1/2/2023
07940 07818	CPJC1 Tot	23-0085-02947	30307758540000 30304979369009 30303282340000 Totals fo	309175 312530 312434 312542	3124065	Invoice Number 7-995-72786
Repair Home Hardware Essentials-665 Ocean Replace All Lightbulbs and Batteries in Smok Totals for Kassim Handyman Service, LLC: 2 invoice(s) listed.	Food Services/ Transportation- Centre Pompid Totals for JGL Food Service Consultants LLC: 1 invoice(s) listed.	Employee Reimbursement- Dental Totals for JESAMIL LOZANO: 1 invoice(s) listed.	40000 Water & Sewer - 292 MLK Drive - 30307758 69009 Water & Sewer - 292 MLK Drive (FL) 40000 Water & Sewer - 405 Ocean Ave-3030328234 Totals for JC MUNICIPAL UTILITIES AUTHORITY: 3 invoice(s) listed.	Recording Fee -DEED- 118,124 & 126 Monit Recording Fee - Declaration of Taking- 61-63 Recording Fee - Certificate of Completion- 82 Recording Fee - Certificate of Completion-37 Totals for HUDSON COUNTY REGISTER: 4 invoice(s) listed.	Environ/LSRP Svcs-Summit Metals & Jersey / Totals for GEI CONSULTANTS, INC.: 1 invoice(s) listed.	Invoice Description Overnight Deliveries Totals for FEDERAL EXPRESS: 1 invoice(s) listed.
\$885.00 \$485.00 \$1,370.00	\$12,000.00 \$12,000.00	\$150.00	\$41.64 \$117.58 \$42.64 \$201.86	\$13.00 \$33.00 \$33.00 \$33.00 \$112.00	\$4,893.75 \$4,893.75	\$30.99 \$30.99
\$0.00 \$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00	Potential Discount Discount Expires On \$0.00
\$885.00 \$485.00 \$1,370.00	\$12,000.00 \$12,000.00	\$150.00 \$150.00	\$41.64 \$117.58 \$42.64 \$201.86	\$13.00 \$33.00 \$33.00 \$33.00	\$4,893.75 \$4,893.75	Net Amount Due \$30.99

	Peter Waldor & Associates Peter Waldor & Associates 3/21/2023 2/28/2023 47805	Paul Fernicola & Associates, LLC Paul Fernicola & Associates, LLC 3/21/2023 2/2/2023 4006	Paratus Group 3/21/2023 3/1/2023 5161 Paratus Group 3/21/2023 1/31/2023 5160	NW FINANCIAL GROUP, LLC 3/21/2023 1/31/2023 30000 NW FINANCIAL GROUP, LLC 3/21/2023 1/31/2023 30001 NW FINANCIAL GROUP, LLC 3/21/2023 1/31/2023 30001	NJ ADVANCE MEDIA, LLC NJ ADVANCE MEDIA, LLC 3/21/2023 2/26/2023 AD#0	Mobile Mini Solutions 3/21/2023 2/23/2023 9016/3 Mobile Mini Solutions 3/21/2023 2/22/2023 9016/3 Mobile Mini Solutions 3/21/2023 2/21/2023 9016/3 Mobile Mini Solutions 3/21/2023 2/21/2023 9016/3	Vendor Name Due Date Invoice
3317196135 Lease Invoicre for Postage Machine Rental	General Liability -Magnolia Terrace Totals for Peter Waldor & Associates: 1 invoice(s) listed.	Legal Services- 323 Johnston Ave. Block 190 Totals for Paul Fernicola & Associates, LLC: 1 invoice(s) listed.	Owner's Representative Services -February 2 Owner's Representative Services -January 20 Totals for Paratus Group: 2 invoice(s) listed.	0 Financial Advisory - Loew's Theater 1 Financial Advisory - Loew's Theater 1 Totals for NW FINANCIAL GROUP, LLC: 2 invoice(s) listed.	AD#0010585183 Legal Advertisement -Special Meeting Februa Totals for NJ ADVANCE MEDIA, LLC: 1 invoice(s) listed.	9016941031 40' Standard Tri Cam Storage Container- Loev 9016928203 40' Standard Tri Cam Storage Container- Loev 9016915181 40' Standard Tri Cam Storage Container- Loev 9016915182 40' Standard Tri Cam Storage Container- Loev 9016915182 6 invoice(s) listed.	Invoice Number Invoice Description
\$239.97	\$99.75 \$99.75	\$780.00 \$780.00	\$28,000.00 \$28,000.00 \$56,000.00	\$300.00 \$420.00 \$720.00	\$432.00 \$432.00	\$309.28 \$309.28 \$299.28 \$299.28 \$1,825.68	Invoice Balance
\$0.00	\$0.00	\$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	Potential Discount Discount Expires On
\$239.97	\$99.75 \$99.75	\$780.00 \$780.00	\$28,000.00 \$28,000.00 \$56,000.00	\$300.00 \$420.00 \$720.00	\$432.00 \$432.00	\$309.28 \$309.28 \$299.28 \$299.28 \$1,825.68	Net Amount Due

Vendor Name	Due Date	Invoice Date	Invoice Number	nvoice Description	Invoice Balance	Potential Discount Discount Expires On	Net Amount Due
Silagy Contracting, LLC.	3/21/2023	2/28/2023	13132-4	Lawn Maintenance & Trash Removal - 292 M	\$390.60	\$0.00	\$390.60
Silagy Contracting, LLC.	3/21/2023	2/28/2023	13132-6	Lawn Maintenance & Trash Removal- 408-4	\$368.90	\$0.0 0	\$368.90
Silagy Contracting, LLC.	3/21/2023	2/28/2023	13132-9	Lawn Maintenance & Trash Removal - 665 Oc	\$260.40	\$0.00	\$260.40
Silagy Contracting, LLC.	3/21/2023	2/28/2023	13132-10	Lawn Maintenance & Trash Removal - Manil	\$375.74	\$0.00	\$5/J./#
Silagy Contracting, LLC.	3/21/2023	2/28/2023	13132-11	Lawn Maintenance & Trash Removal - 550 J	\$824.26	\$0.00	\$824.26
Silagy Contracting, LLC.	3/21/2023	2/28/2023	13132-12	Lawn Maintenance & Trash Removal - 84 Sip	\$217.00	\$0.00	\$217.00
Silagy Contracting, LLC.	3/21/2023	2/28/2023	13132-15	Lawn Maintenance & Trash Removal - 558 C	\$303.80	\$0.00	\$303.80
Silagy Contracting, LLC.	3/21/2023	2/28/2023	13132-16	Lawn Maintenance & Trash Removal - 612-6	\$531.64	\$0.00	\$531.64
Silagy Contracting, LLC.	3/21/2023	2/28/2023	13132-17	Lawn Maintenance & Trash Removal - 51 Cr	\$195.30	\$0.00	\$195.30
Silagy Contracting, LLC,	3/21/2023	2/28/2023	13132-18	Lawn Maintenance & Trash Removal - 125 M	\$900.00	\$0.00	\$900.00
Silagy Contracting I.I.C.	3/21/2023	2/28/2023	13132-19	Lawn Maintenance & Trash Removal - 199 S	\$802.88	\$0.00	\$802.88
cities Contracting IIC	3/21/2023	2/28/2023	13132-5	Lawn Maintenance & Trash Removal - 314 M	\$347.20	\$0.00	\$347.20
Silon Contracting IIC	3/21/2023	2/28/2023	13132-8	Lawn Maintenance & Trash Removal- 405-4	\$184.44	\$0,00	\$184.44
ollagy Counaving, LLC.	3/21/2023	2/20/2023	12122 12	Town Maintenance & Trach Removal - 80 Ba	\$390.60	\$0.00	\$390.60
Silany Contracting LLC.	3/21/2023	2/28/2023	13132-13	Lawn Maintenance & Trash Removal - 1054 C	\$217.00	\$0.00	\$217.00
G C C C C C C C C C C C C C C C C C C C	!			Totals for Silagy Contracting, LLC.: 24 invoice(s) listed.	\$21,377.96	\$0.00	\$21,377.96
TOSHIBA FINANCIAL SERVICES	3/21/2023	2/23/2023	5024051147	Payment for Copier Lease	\$1,464.48	\$ 0.00	\$1,464.48
				Totals for TOSHIBA FINANCIAL SERVICES: 1 invoice(s) listed.	\$1,464.48	\$0.00	81,464.48
UNITED WAY OF HUDSON COUNTY	3/21/2023	3/2/2023	Feb. 2023	Case/Property Mgmt. Services at 665 Ocean A	\$4,791.00	\$0.00	\$4,791.00
			7.	Totals for UNITED WAY OF HUDSON COUNTY: 1 invoice(s) listed.	\$4,791.00	\$0.00	\$4,791.00
VDA VDA	3/21/2023	2/28/2023	00139459	Programming /Concept Design - Pathside	\$3,000.00	\$0.00	\$3,000.00
				Totals for VDA: 1 invoice(s) listed.	\$3,000.00	\$0.00	\$3,000.00
VERIZON VERIZON	3/21/2023	2/23/2023	9928507936	Agency Cell Phone Bill	\$185.73	\$0.00	\$185.73
				Totals for VERIZON: 1 invoice(s) listed.	\$185.73	\$0.00	\$185.73
W. B. MASON CO., INC. W. B. MASON CO., INC. W. B. MASON CO., INC.	3/21/2023 3/21/2023	2/24/2023 2/24/2023	236556705 236557093	Office Supplies	\$601.63 \$24.60	\$0.00 \$0.00	\$601.63 \$24.60
W. B. MASON CO., INC.	3/21/2023	2/2//2023	2303831/0	Office Suppries	# C.	600	•

		Wielkotz & Company, LLC. Wielkotz & Company, LLC.		Vendor Name
		3/21/2023		Due Date
		3/1/2023		Invoice Date
		23-0085-02947		Invoice Number
GRAND TOTALS:	Totals for Wielkotz & Company, LLC.: 1 invoice(s) listed.	CFO Accounting Services Rendered March. 2	Totals for W. B. MASON CO., INC.: 3 invoice(s) listed.	Invoice Description
\$343,226.80	\$7,500.00	\$7,500.00	\$652.52	Invoice Balance
\$0.00	\$0.00	\$0.00	\$0.00	Potential Discount Discount Expires On
\$343,226.80	\$7,500.00	\$7,500.00	\$652.52	Discount Expires On Net Amount Due

Report name: Invoice Due Today Show invoices open as of today

Do not include invoices scheduled to be generated

Calculate discounts as of today

Include all invoice dates Include all post dates

Include these due dates: Next week (3/19/2023 to 3/25/2023)

Include all Post Statuses

Include all Invoices

Include all Vendors
Include these Banks: Provident Checking
Include all Invoice Attributes
Include all Vendor Attributes

Page 9

Jersey City Redevelopment Agency Cash Requirements Report INVESTORS BANK

\$0.00 \$0.00	\$6,080.04 \$: \$12,590.59	Totals for POTOMAC-HUDSON ENVIRONMENTAL I: GRAND TOTALS:	Totals for PC			
1		Environmental Services - Bayfront Dec-Janua	22.627.33	2/16/2023	NTAL I 3/21/2023	POTOMAC-HUDSON ENVIRONMENTAL I POTOMAC-HUDSON ENVIRONMEN 3/21/2023
	\$240.00	Totals for NW FINANCIAL GROUP, LLC:				
ł	it \$240.00	Financial Advisory - Bayfront Redevelopmen	29999	1/31/2023	3/21/2023	NW FINANCIAL GROUP, LLC NW FINANCIAL GROUP, LLC
	\$4,775.05	Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:	Totals for MCMA			
	\$1,318.05	Legal Services - Bayfront	204979	3/7/2023	3/21/2023	MCMANIMON, SCOTLAND & BAU
	\$2,000.00	Legal Services - Bayfront	204924	3/7/2023	3/21/2023	MCMANIMON, SCOTLAND & BAU
	\$1,457.00	Legal Services - Bayfront	203474	2/21/2023	3/21/2023	MCMANIMON, SCOTLAND & BAUMANN, LLC MCMANIMON, SCOTLAND & BAU 3/21/2023
	\$1,495.50	Totals for CME ASSOCIATES:				
	\$1,495.50	Site Engineering- Bayfront Redevelopment	0323300	2/27/2023	3/21/2023	CME ASSOCIATES CME ASSOCIATES
	Invoice Balance	Invoice Description	Invoice Number	Invoice Date	Due Date	Vendor Name

Jersey City Redevelopment Agency Cash Requirements Report INVESTORS BANK

Report name: Invoice Due Today-INVESTORS

Show invoices open as of today

Do not include invoices scheduled to be generated

Calculate discounts as of today

Include all invoice dates Include all post dates

Include these due dates: Next week (3/19/2023 to 3/25/2023)

Include all Post Statuses

Include all Invoices Include all Vendors

Include these Banks: Investors - Bayfront Include all Invoice Attributes

Include all Vendor Attributes

3/21/2023 12:52:35 PM

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount Discount Expires On	Discount Expires On Net Amount Due
Kassim Handyman Service, LLC Kassim Handyman Service, LLC	3/21/2023	3/21/2023	07970 T	March 2023 Inspection Report/Twice Weekly Totals for Kassim Handyman Service, LLC: 1 invoice(s) listed.	\$4,800.00	\$0.00	\$4,800.00
				GRAND TOTALS:	\$4,800.00	80.00	\$4,800.00

3/21/2023 12:52:35PM

Jersey City Redevelopment Agency Cash Requirements Report

Report name: Invoice Due Today

Show invoices open as of today
Do not include invoices scheduled to be generated
Calculate discounts as of today
Include all invoice dates
Include all post dates
Include these due dates: Today (3/21/2023)
Include all Post Statuses
Include all Invoices
Include all Vendors

Include these Banks: Provident Checking Include all Invoice Attributes Include all Vendor Attributes

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE PERSONNEL LIST AS OF MARCH 21, 2023

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Personnel List as of March 21, 2023

NOW, THEREFORE, BE IT RESOLVED by the Board of

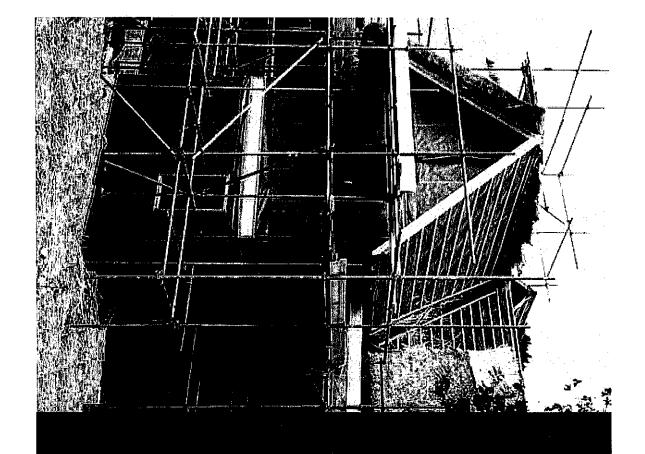
Commissioners of the Jersey City Redevelopment Agency that the Personnel List

as of March 21, 2023 be approved as presented.

Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners adopted at their Meeting dated March 21, 2023

RE	CORD OF CO	MMISSION	ERS VOTE	
NAME	AYE	NAY	<u>ABSTAIN</u>	ABSENT
Donald R. Brown				
Douglas Carlucci				
Victor Negron, Jr.				
Erma D. Greene				
Darwin R. Ona				
Denise Ridley				
Daniel Rivera				



NEW LIFE CONSTRUCTION & PROPERTY MANAGEMENT

Development Proposal
For

9 Myrtle Avenue
Jersey City, New Jersey
07305

PROJECT DESCRIPTION

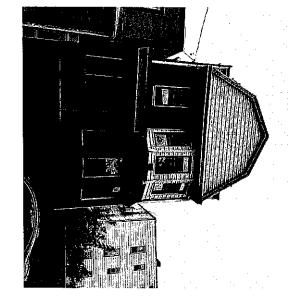
- 9 Myrtle Ave is a 2-family home that is partially renovated and not ready for occupancy. New Life Construction & Property Management (NLCPM) proposes to fully rehabilitate the property using existing materials where possible and incorporate green elements, energy star appliances and modern amenities.
- while each unit will be rented to tenants at a rate that is competitive to other rental properties in the area. NLCPM is also open to designating one (1) unit as "affordable" in partnership with any of the city's qualifying HUD subsidy programs (i.e. HOME, CDBG, VASH, etc.).
- The final product will eliminate blight, return rateables to the city and provide a quality housing product which directly benefits the community.

9 MYRTLE AVE.

CURRENT CONDITION

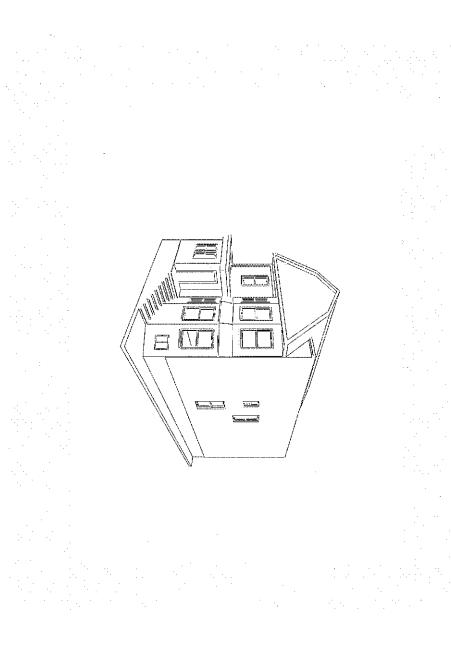
• The property's current state of being unfinished and uninhabitable raises several concerns, including the potential for blight, vandalism, and vagrancy. To prevent these issues, it's crucial to take action to address them and ensure that the property is adequately secured, occupied, and well-maintained. Doing so will not only improve the property's value and appeal, but also contribute to the overall safety and attractiveness of the neighborhood.

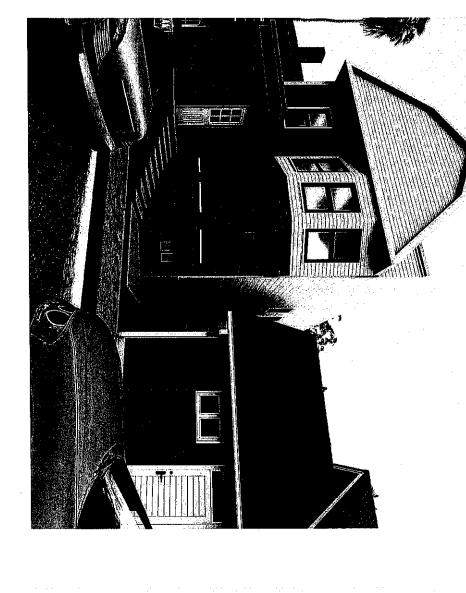




9 MYRTLE AVE.

CONCEPTUAL Design



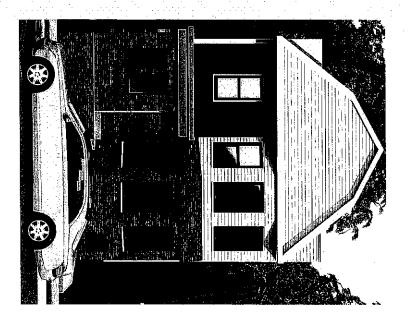


9 MYRTLE AVE.

The design promotes the use of existing materials incorporating brick, hardiplank or aluminum siding.

9 MYRTLE AVE

• Conceptual design. Actual design may differ in color and some materials.



PROJECT BUDGET

*TBD - to be determined	Project Total	Administration / Lease Up	Advertising / Marketing	Construction Project Management	Taxes	Utilities	Insurance	Permits	Soft & Carrying Costs	Construction Hard Cost Contingency	Construction Hard Costs	Closing / Settlement	Acquisition	USES
	\$209,250	5,000	2,500	9,500	TBD	250	500	1,700		17,000	170,000	\$2,800	TBD	AMOUNT
		NLCPM	NLCPM	NLCPM	NLCPM	NLCPM	NLCPM	NLCPM		NLCPM	NLCPM	NLCPM	NLCPM	SOURCES

Budget subjected to changes

ABOUT US

With over 20 years of experience in residential, commercial, and mixed-use development projects throughout New Jersey, New Life Construction & Property Management has established itself as a reliable and knowledgeable player in the industry. Our company is particularly specialized in urban in-fill, areas in need of redevelopment, and new construction. We are committed to building communities and supporting local housing development initiatives, as we believe in the positive impact such projects can have on the areas we serve.

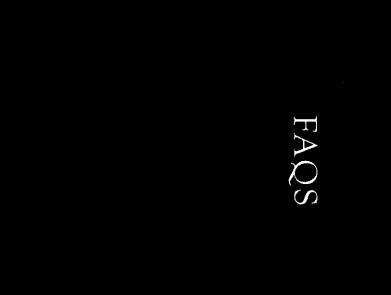
At New Life Construction & Property Management, we take pride in our team's dedication to stabilizing, enhancing, and meeting the needs of the communities we serve.

OUR TEAM

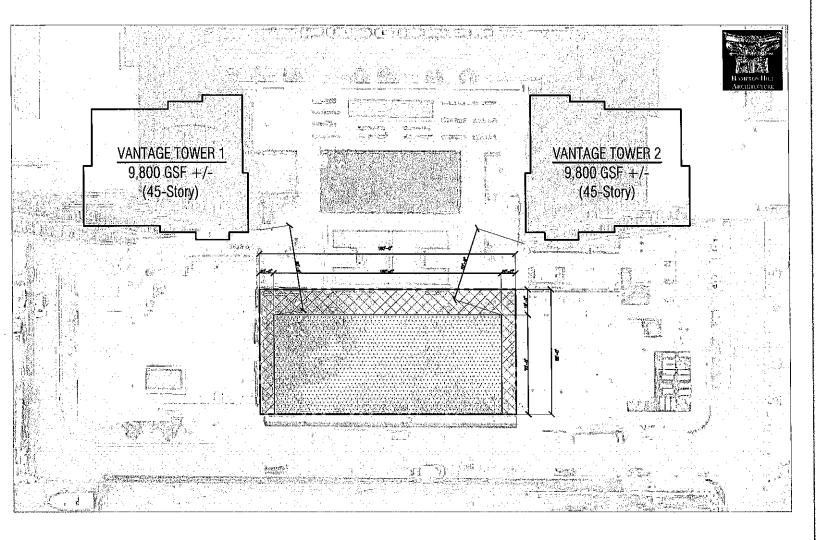
- Addison Valencia CEO / Construction Manager
 Sean Middleton Community / Municipal Liaison
- Dana Rone Project Manager
- Keischa Harris Housing Development Consultant
 Daniel Figueroa Project Attorney

OUR PROJECTS NOT A COMPREHENSIVE LIST

Project Type	Location		Status
New Construction 8	86 N. 18th St., East Orange, NJ		Construction Phase
Residential Gut Rehabilitation	145 Chadwick, Newark, NJ		Planning Phase
Residential Gut Rehabilitation 7	794 S. 19th St., Newark, NJ		Planning Phase
Residential Gut Rehabilitation 4	48 Eaton Place		Completed
Commercial Mixed Use 4	476-480 Main St. East Orange, NJ		Completed
Residential New Construction 5	5 Tulip Ct., Livingston, NJ		Completed
Residential Gut Rehabilitation 8	87 N. 18th St., East Orange, NJ	11.	Completed
Residential Gut Rehabilitation	50 William St., East Orange, NJ		Completed
Residential Gut Rehabilitation	117 N. 15th St., East Orange, NJ		Completed
Residential Gut Rehabilitation	125 N. 15th St., East Orange, NJ		Completed
Residential Gut Rehabilitation	117 N. 14th St., East Orange, NJ		Completed
Residential Gut Rehabilitation	161 N. 14th St. East Orange, NJ		Completed
Residential Gut Rehabilitation	150 N. 15th St., East Orange, NJ		Completed
Residential Gut Rehabilitation	148 N. 18th St., East Orange, NJ		Completed
Residential Gut Rehabilitation	165 N. 16th St., East Orange, NJ		Completed
Residential Gut Rehabilitation	34 Park Ave. East Orange, NJ		Completed
Facade Improvement	518 Clinton Ave., Newark, NJ		Completed



- Does the developer have the experience and capacity to complete the project at
 9 Myrtle Ave?
- Yes, the development team has over 20 years of experience residential and commercial properties throughout New Jersey.
- Is the developer licensed, insured, and authorized to operate in New Jersey?
- Yes, the developer has all licenses and insurance required by the State of New Jersey for construction and general contracting.
- Does the developer have the financial capacity to undertake the proposed project?
- Yes, the developer has the financial capacity to undertake proposed projects with the capability to self-finance on a project-by-project basis
- Is the developer willing to create affordable housing in concert with local, state and federal subsidies
- Yes, the developer is open and willing to work with state and federally funded affordable housing programs to benefit low-to-moderate income families and special needs population.



CURRENT LOT SIZE $= 180 \times 88 = 15,840 \text{ SF } (0.66 \text{ ac})$

FL00RS 1-5:

180 x 88, 100% BLDG. COVERAGE 1ST-5TH FLOOR:



LOBBY, UTILITIES, AMENITY SPACES, OFFICES, PARKING AND RESIDENTIAL

FLOORS 6-32:

160 x 70, 11,200 GSF @ 70% COVERAGE 27 - RESIDENTIAL FLOORS



MAXIMUM TOTAL RESIDENTIAL UNITS: 300

