

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE MINUTES OF THE REGULAR PUBLIC MEETING OF APRIL 18, 2023

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Regular 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.

C. Fiore
~~Secretary~~
 Christopher Fiore, Deputy ED

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated May 16, 2023

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE MINUTES OF EXECUTIVE
SESSIONS OF THE PUBLIC MEETINGS OF APRIL 18,
2023**

WHEREAS, the Board of Commissioners approved going into closed session at their meetings of April 18, 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.

C. Fiore
Secretary
Christopher Fiore, Deputy ED

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their meeting dated May 16, 2023

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING CONTRACT NO. 23-05-VB4 WITH CME ASSOCIATES FOR ENGINEERING SERVICES IN THE BAYFRONT I REDEVELOPMENT AREA

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

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

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

WHEREAS, in connection with the Phase I Public Infrastructure, the Agency requires professional engineering services from an experienced and qualified firm, including but not limited to attendance and preparation for coordination meetings, coordination with permitting agencies, preparation, submission and revision of Open Space Design Standards conformance drawings, review and preparation of infrastructure designs, utility company coordination, assistance in preparation, coordination, and administration of bid phase services, construction inspection and administration of the surcharge program, and performance of other related services (collectively, the “**Engineering Services**”); and

WHEREAS, CME Associates (“**CME**”) submitted a proposal, dated May 12, 2023 (the “**Proposal**”), proposing to perform the Engineering Services; and

WHEREAS, the Agency has determined it has a need for the Engineering Services in order to proceed with the procurement and implementation of the Phase I Public Infrastructure; 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 Engineering Services are professional services within the definition contained in *N.J.S.A. 40A:11-2*; and

WHEREAS, the Agency desires to enter into a professional services contract with CME (the “**Contract**”) to perform the Engineering Services outlined in the Proposal, for a total amount not to exceed Two Hundred Sixty-Eight Thousand Two Hundred Fifty One Dollars (\$268,251.00), payable in accordance with the cost breakdown set forth in the Proposal; and

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

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

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

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

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

Section 2. The Chair, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to execute and deliver the Contract with CME to perform and complete the Engineering Services for a term to expire upon completion of the Engineering Services and all related tasks, or twelve (12) months after the effective date of the Contract, whichever is earlier, payable in accordance with the rates set forth in the Proposal for a total amount not to exceed Two Hundred Sixty-Eight Thousand Two Hundred Fifty One Dollars (\$268,251.00), subject to the terms and conditions of the Agency's form professional services agreement, together with any such additions, deletions and/or modifications as may be deemed necessary or desirable by the Agency in consultation with counsel, and to undertake all actions necessary to effectuate the Contract and this Resolution, all in accordance with the LPCL, and to execute any and all other documents necessary to effectuate this Resolution, in consultation with counsel.

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

Section 4. This Resolution shall take effect immediately.

Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of May 16, 2023.

C. Fiore
~~Diana H. Jeffrey, Secretary~~
 Christopher Fiore, Deputy ED

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



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

BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME
KEITH CHIARAVALLI, PE, CME

May 12, 2023

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

Attn: Diana Jeffrey
Executive Director

RE: Bayfront Redevelopment Project
Jersey City, New Jersey
JCRA Contract No.: 19-05-MPN12/22-05-VB1
Our File No.: PJC00503.01

Dear Ms. Jeffrey:

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

Please note that at this time, after multiple requested design revisions, our office is continuing with the general design document preparation and the Contractor, Joseph M. Sanzari, Inc., has substantially completed the construction work associated with the surcharge program. However, there are still remaining items/design tasks to be completed. In general, the remaining items/design tasks required to be completed include the following, as detailed on the enclosed man-hour breakdowns:

- **Additional Infrastructure/Coordination Meetings**

Our office participates in various calls/meetings to review progress and coordinate activities related to the Phase I infrastructure work. This task assumes preparation and attendance for additional coordination.

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

This task includes continued coordination and submissions to the respective permitting agencies for approval.

- **Project Plans and Specification Revisions**

As per the various comments received from Honeywell/Wood, the Open Space Plaintiff, NJDEP, ACOE, and i-Bank, the design has been revised to address their comments. In addition, our office performed an updated topographic survey of the site to reflect current conditions. This task includes updating the plans, profiles and cross sections to reflect the current existing site conditions. The project specifications were prepared and submitted to the New Jersey Department of Environmental Protection ("NJDEP") Agency for review and comment utilizing the Jersey City Municipal Utilities Authority's ("JCMUA") front end specifications. This task includes revisions and the final preparation of the specifications and bid items to get the project ready for bid utilizing the JCRA's bid document format. Our office was also requested to amend the plans and specifications for anticipation of the project to be bid in multiple phases which required additional coordination, effort and revisions based on responses received from the various agencies. This task also includes finalization of the plans and specifications to incorporate all of the requested design changes and preparation of a final bid package. At the request of the JCRA, our office prepared a separate bid package for the infrastructure improvements required for the development of Parcels 31 & 32. Our office coordinated with the Developer to prepare a reduced scope bid package to provide utility connections for Parcels 31 & 32. This task also includes coordination with the JCMUA and NJDOT to finalize the plan revisions. This task also includes continued coordination and preparation for the portion of Kellogg Street that requires Controlled Modulus Columns ("CMC") and/or other means for structural stability.

CONSULTING AND MUNICIPAL ENGINEERS

NJ CERTIFICATE OF AUTHORIZATION NO. 24GA28359000

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



To: Ms. Jeffrey
May 12, 2023
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- **Open Space Design Standards ("OSDS") Revisions**

Our office previously prepared and submitted OSDS Conformance Drawings based on comments and input received from Honeywell/Wood. Multiple Civil Design Packages were submitted by Honeywell/Wood to the Open Space Plaintiff for area SA-6. As per the various comments received from Honeywell/Wood and the Open Space Plaintiff, the design has been revised to address their comments. This task includes continued coordination with Honeywell/Wood and the Open Space Plaintiff.

- **Developer Coordination**

The JCRA has developers selected to proceed with the development of the parcels within the Phase 1A infrastructure limits. Our office is receiving questions about the proposed infrastructure plans and requests to make changes to same. It is anticipated that there will be coordination required with the developers regarding the project and the proposed site improvements. This task includes coordination to address and respond to the developers including conference calls/meetings, emails, plans and specifications revisions regarding site improvement modifications.

- **Utility Company Coordination**

Our office prepared Lighting Plans for the roadways and parking areas within Phase 1A. Electrical service from the utility company will be needed to provide power for same. This task includes continuing utility company coordination for providing the electrical power for the lighting, including wire and conduit sizing, and any associated plans and specifications revisions.

- **Bid Phase Services**

We anticipate that bid phase services will generally include the preparation of the bid documents for the advertising, coordination for advertising for bids, preparing and administering a pre-bid meeting and site walk through, reviewing bid phase requests for information from bidders, issuing contract clarifications and/or addenda, attending the bid opening, tabulation and analysis of the bid results, furnishing recommendations on the award of construction contracts and assistance in the preparation of formal contract documents for the award of contracts.

- **Construction Inspection and Administration – Surcharge Program**

This task includes continued construction administration associated with the surcharge program.

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

Items to be Completed

Additional Infrastructure/Coordination Meetings	\$	8,000.00
NJDEP and USACE Permits	\$	4,881.00
Project Plans and Specification Revisions (Site Engineering)	\$	62,536.00
Project Plans and Specification Revisions (Sanitary and Water)	\$	68,206.00
Project Plans and Specification Revisions (Geotechnical)	\$	70,390.00
OSDS Revisions (Site Engineering)	\$	4,390.00
OSDS Revisions (Landscape Design)	\$	2,184.00
Developer Coordination (Site Engineering)	\$	8,032.00
Developer Coordination (Landscape Design)	\$	2,184.00
Utility Company Coordination (Lighting Design)	\$	6,192.00
Bid Phase Services	\$	23,564.00
Construction Inspection and Administration – Surcharge Program	\$	7,692.00
Sub-Total:	\$	268,251.00



To: Ms. Jeffrey
May 12, 2023
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Our office recommends an extension of our contract, as our office continues with the design of this project and construction administration phase services for the surcharge program. Pursuant to the terms of our proposal, our firm's updated rate schedule is enclosed.

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

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

Very truly yours,

CME Associates

David J. Samuel, PE
Managing Partner

DJS/RJR/RER/AG

Enclosure(s)

cc: Christopher Fiore, Assistant Executive Director, JCRA
Victoria Bonners, Project Manager/OPRA Custodian, JCRA
Andrew Raichle, Matrix New World
Phillip Scott, Matrix New World



	Labor	Sub-Consultants	Reimb. Expenses	Total
Phase 16002:ATTEND PROJECT MEETINGS	\$8,000.00	\$0.00	\$0.00	\$8,000.00
Phase 42001:PERMITTING STRATEGY AND APPLICATION	\$4,881.00	\$0.00	\$0.00	\$4,881.00
Phase 55002:SITE ENGINEERING	\$74,958.00	\$0.00	\$0.00	\$74,958.00
Phase 55003:SANITARY AND WATER	\$88,206.00	\$0.00	\$0.00	\$88,206.00
Phase 55004:LANDSCAPE DESIGN	\$4,368.00	\$0.00	\$0.00	\$4,368.00
Phase 55005:LIGHTING DESIGN	\$6,192.00	\$0.00	\$0.00	\$6,192.00
Phase 78001 & 78002:GEOTECHNICAL SERVICES	\$78,082.00	\$0.00	\$0.00	\$78,082.00
Phase 59001:BID SERVICES	\$23,564.00	\$0.00	\$0.00	\$23,564.00
Totals	\$268,251.00	\$0.00	\$0.00	\$268,251.00

CME ASSOCIATES 3141 BORDENTOWN AVE PARLIN, NJ 08859		PJC00503.01 BAYFRONT REDEVELOPMENT PROJECT Various Tasks					
DESCRIPTION	PRINCIPAL	PROJECT LEADER	PROFESSIONAL ENGINEER	SUB-CONSULTANTS (SEE NOTES)	REIMBURSABLE EXPENSES (SEE NOTES)	TOTAL	COST TOTAL
Phase 16002: ATTEND PROJECT MEETINGS							
1. Additional Infrastructure Coordination Meetings (See Note 1)		20	20			40	\$ 8,000.00
TOTAL HOURS		20	20	\$ -	\$ -	40	
AUTH23N	\$ 213.00	\$ 201.00	\$ 199.00	1.15	1.00		
TOTAL	\$ -	\$ 4,020.00	\$ 3,980.00	\$ -	\$ -	\$ 8,000.00	\$ 8,000.00
TRAVEL HOURS							
						\$ 8,000.00	\$ 8,000.00

NOTES
1. Our office participates in various calls/meetings to review progress and coordinate activities related to the Phase I infrastructure work. This task assumes preparation and attendance for additional coordination.

CME ASSOCIATES 3141 BORDENTOWN AVE PARLIN, NJ 08859		PJ000503.01 BAYFRONT REDEVELOPMENT PROJECT Various Tasks							
DESCRIPTION	PROJECT LEADER	PROFESSIONAL ENGINEER	DESIGN ENGINEER	SENIOR ENGINEERING TECHNICIAN	ENVIRONMENTAL TECHNICIAN	SUB-CONSULTANTS (SEE NOTES)	REIMBURSABLE EXPENSES (SEE NOTES)	TOTAL	
Phase 42001:PERMITTING STRATEGY AND APPLICATION									
1. NJDEP and ACOE Permits. (See Notes)	3	6	8	4	6			29	

NOTES
1. This task includes continued coordination and submissions to the respective permitting agencies for approval

CME ASSOCIATES 3141 BORDENTOWN AVE PARLIN, NJ 08859		PJC00503.01 BAYFRONT REDEVELOPMENT PROJECT Various Tasks						
DESCRIPTION	PRINCIPAL	PROJECT LEADER	PROFESSIONAL ENGINEER	SUB-CONSULTANTS (SEE NOTES)	REIMBURSABLE EXPENSES (SEE NOTES)	TOTAL	COST TOTAL	
Phase 55002-SITE ENGINEERING								
1. Revise plans, profiles, and sections per the updated topographic survey.	10	20	100			130	\$	26,050.00
2. OSDS Revisions. (See Note 2)		6	16			22	\$	4,390.00
3. Finalize plans and specifications.	8	20	60			88	\$	17,864.00
4. Prepare bid package.	2	8	24			34	\$	6,810.00
5. Developer Coordination. (See Note 3)	4	8	28			40	\$	8,032.00
6. Prepare a reduced scope bid package for Parcels 31 & 32. (See Note 4)	4	8	48			60	\$	12,072.00
TOTAL HOURS	28	70	276	\$ -	\$ -	374		
AUTH23N	\$ 213.00	\$ 201.00	\$ 199.00	1.15	1.00			
TOTAL	\$ 5,964.00	\$ 14,070.00	\$ 54,924.00	\$ -	\$ -	\$ 74,958.00	\$	74,958.00
TRAVEL HOURS								
							\$	74,958.00

NOTES

- As per the various comments received from Honeywell/Wood, the Open Space Plaintiff, NJDEP, ACOE, and I-Bank, the design has been revised to address their comments. In addition, our office performed an updated topographic survey of the site to reflect the current conditions. This task includes updating the plans, profiles and cross sections to reflect the current existing site conditions. The project specifications were prepared and submitted to the NJDEP Agency for review and comment utilizing JCMUA's front end specifications. This task includes revisions and final preparation of the specifications and bid items to get the project ready for bid utilizing the JCRA's bid document format. Our office was also requested to amend the plans and specifications for anticipation of the project to be bid in multiple phases which required additional coordination, effort and revisions based on responses received from the various agencies. This task also includes finalization of the plans and specifications to incorporate all of the requested design changes and preparation of a final bid package.
- Our office previously prepared and submitted OSDS Conformance Drawings based on comments and input received from Honeywell/Wood. Multiple Civil Design Packages were submitted by Honeywell/Wood to the Plaintiff for area SA-5. As per the various comments received from Honeywell/Wood and the Open Space Plaintiff, the design has been revised to address their comments. This task includes continued coordination with Honeywell/Wood and the Open Space Plaintiff.
- The JCRA has developers selected to proceed with the development of the parcels within the Phase IA Infrastructure limits. Our office is receiving questions about the proposed Infrastructure plans and requests to make changes to same. It is anticipated that there will be coordination required with the developers regarding the project and the proposed site improvements. This task includes coordination to address and respond to the developers including conference calls/meetings, emails, plans and specifications revisions regarding site improvement modifications.
- At the request of the JCRA, our office prepared a separate bid package for the Infrastructure improvements required for the development of Parcels 31 & 32. Our office coordinated with the Developer to prepare a reduced scope bid package to provide utility connections for Parcels 31 & 32.

CME ASSOCIATES 3141 BORDENTOWN AVE PARLIN, NJ 08859		PJC00503.01 BAYFRONT REDEVELOPMENT PROJECT Various Tasks				
DESCRIPTION	PROJECT MANAGER	REG/LICENSED LANDSCAPE ARCHITECT	SUB-CONSULTANTS (SEE NOTES)	REIMBURSABLE EXPENSES (SEE NOTES)	TOTAL	COST TOTAL
Phase 55004-1: LANDSCAPE DESIGN						
1. Developer Coordination. (See Note 1)	4	8			12	\$ 2,184.00
2. OSDS Revisions. (See Note 2)	4	8			12	\$ 2,184.00
TOTAL HOURS	8	16	\$ -	\$ -	24	
AUTH23N	\$ 202.00	\$ 172.00	1.15	1.15		
TOTAL	\$ 1,616.00	\$ 2,752.00	\$ -	\$ -	\$ 4,368.00	\$ 4,368.00
TRAVEL HOURS						
					\$ 4,368.00	

NOTES

1. The JCRA has developers selected to proceed with the development of the parcels within the Phase 1A infrastructure limits. Our office is receiving questions about the proposed infrastructure plans and requests to make changes to same. It is anticipated that there will be coordination required with the developers regarding the project and the landscape design. This task includes coordination to address and respond to the developers including conference calls/meetings, emails, plans and specifications revisions regarding landscape design.
2. Our office previously prepared and submitted OSDS Conformance Drawings based on comments and input received from Honeywell/Wood. Multiple Civil Design Packages were submitted by Honeywell/Wood to the Plaintiff for area SA-6. As per the various comments received from Honeywell/Wood and the Open Space Plaintiff, the design has been revised to address their comments. This task includes continued coordination with Honeywell/Wood and the Open Space Plaintiff.

CME ASSOCIATES 3141 BORDENTOWN AVE PARLIN, NJ 08859		PJC00503.01 BAYFRONT REDEVELOPMENT PROJECT Various Tasks					
DESCRIPTION	PROJECT MANAGER	REGULICENCED LANDSCAPE ARCHITECT	DESIGN ENGINEER	SUB-CONSULTANTS (SEE NOTES)	REIMBURSABLE EXPENSES (SEE NOTES)	TOTAL	COST TOTAL
Phase 55005: LIGHTING DESIGN							
1. Utility Company Coordination: (See Note 1)	16		16			32	\$ 6,192.00
							\$ -
TOTAL HOURS	16		16	\$ -	\$ -	32	
AUTH23N	\$ 202.00	\$ 172.00	\$ 185.00	1.15	1.00		
TOTAL	\$ 3,232.00	\$ -	\$ 2,960.00	\$ -	\$ -	\$ 6,192.00	\$ 6,192.00
TRAVEL HOURS							
						\$ 6,192.00	\$ 6,192.00

NOTES

1. Our office prepared Lighting Plans for the roadways and parking areas within Phase 1A. Electrical service from the utility company will be needed to provide power for same. This task includes continuing utility company coordination for providing the electrical power for the lighting, including wire and conduit sizing, and any associated plans and specifications revisions

CME ASSOCIATES 3141 BORDENTOWN AVE PARLIN, NJ 08859		PJC00503.01 BAYFRONT REDEVELOPMENT PROJECT Various Tasks						
DESCRIPTION	PROJECT MANAGER	PROFESSIONAL ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	SUB-CONSULTANTS (SEE NOTES)	REIMBURSABLE EXPENSES (SEE NOTES)	TOTAL	COST TOTAL
Phase 78001 & 78002: GEOTECHNICAL SERVICES								
1. Construction Inspection and Administration (See Note 1)	4	8	28				40	\$ 7,692.00
2. Kellogg Street (See Note 2)	20	80	120	150			370	\$ 70,390.00
TOTAL HOURS	24	88	148	150	\$ -	\$ -	410	
AUTH23N	\$ 202.00	\$ 199.00	\$ 189.00	\$ 185.00	1.15	1.00		
TOTAL	\$ 4,848.00	\$ 17,512.00	\$ 27,972.00	\$ 27,750.00	\$ -	\$ -	\$ 78,082.00	\$ 78,082.00
TRAVEL HOURS								
							\$ 78,082.00	

NOTES

1. This task includes continued construction administration associated with completing the surcharge program to close out the project.
2. This task includes continued coordination and preparation for the portion of Kellogg Street that requires Controlled Modulus Columns (CMC) and/or other means for structural stability.



AUTHORITY CONSULTING ENGINEERING SERVICES
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2024

Senior Project Manager.....	\$203.00 Per Hour
Project Manager.....	\$202.00 Per Hour
Project Leader.....	\$201.00 Per Hour
Professional Engineer.....	\$199.00 Per Hour
Senior Project Engineer.....	\$196.00 Per Hour
Project Engineer.....	\$189.00 Per Hour
Senior Design Engineer.....	\$186.00 Per Hour
Design Engineer.....	\$185.00 Per Hour
Senior Engineering Technician.....	\$171.00 Per Hour
Drone Pilot.....	\$143.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$164.00 Per Hour
Drone Technician.....	\$ 80.00 Per Hour
Professional Land Surveyor.....	\$199.00 Per Hour
Land Surveyor.....	\$172.00 Per Hour
Robotic Total Station.....	\$ 79.00 Per Hour
Party Chief.....	\$148.00 Per Hour
Survey Technician.....	\$143.00 Per Hour
Resident Engineer.....	\$173.00 Per Hour
Chief Construction Engineer.....	\$179.00 Per Hour
Senior Construction Engineer.....	\$173.00 Per Hour
Construction Engineer.....	\$170.00 Per Hour
Chief Construction Technician.....	\$166.00 Per Hour
Senior Construction Technician.....	\$161.00 Per Hour
Construction Technician.....	\$156.00 Per Hour
Technical Assistant.....	\$117.00 Per Hour
Senior CADD Technician.....	\$177.00 Per Hour
Licensed Landscape Architect.....	\$172.00 Per Hour
Senior Landscape Designer.....	\$161.00 Per Hour
Certified Tree Expert.....	\$144.00 Per Hour
Landscape Designer.....	\$133.00 Per Hour
Director of Planning.....	\$203.00 Per Hour
Professional Planner.....	\$191.00 Per Hour
Project Planner.....	\$181.00 Per Hour
Planning Technician.....	\$171.00 Per Hour
Partner.....	\$224.00 Per Hour
Principal.....	\$213.00 Per Hour
Managing Partner/Administrative Partner.....	\$238.00 Per Hour

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

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

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

Contaminated Material - It is understood that CME is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter or





disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY CONSENTING TO THE TRANSFER OF REDEVELOPMENT RIGHTS AND AMENDMENT TO AND ASSIGNMENT OF THE REDEVELOPMENT AGREEMENT FROM RAFA REALTY, LLC TO 387 EIGHT HOLDINGS LLC TO BECOME THE DESIGNATED REDVELOPER OF BLOCK 9802, LOT 35.01, COMMONLY KNOWN AS 387 EIGHTH STREET WITHIN THE BRUNSWICK TRIANGLE REHABILITATION AREA 2

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 accordance with the criteria set forth under the Redevelopment Law, the City established an area in need of rehabilitation designated as Brunswick Triangle Rehabilitation Area 2 (the “**Rehabilitation Area**”) and subsequently adopted a redevelopment plan for the Rehabilitation Area entitled the “Enos Jones Redevelopment Plan” (as may be amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, on April 27, 2021, RAFA Realty, LLC (the “**Original Redeveloper**”) entered into a Redevelopment Agreement (the “**Redevelopment Agreement**”) with the Agency for the redevelopment of Block 9802, Lot 35.01, commonly known as 387 Eighth Street, Jersey City (the “**Property**”); and

WHEREAS, the Original Redeveloper requested an assignment and transfer of all of its rights under the Redevelopment Agreement to 387 Eight Holdings, LLC (the “**Redeveloper**”) for the purpose of redeveloping the Property in accordance with the Redevelopment Plan and Redevelopment Agreement; and

WHEREAS, pursuant to the terms of the Redevelopment Agreement, assignments and transfers that are not Permitted (as defined in the Redevelopment Agreement) may be approved by the Agency for the reasons set forth in the Redevelopment Agreement; and

WHEREAS, the Agency has reviewed the Original Redeveloper’s request and deems it to be acceptable subject to the satisfaction of certain terms and conditions of the Redevelopment Agreement, along with full payment of all administrative and escrow fees due and owing, including, but not limited to, the \$210,000 initial park improvement deposit, and any payments due under Article V of the Redevelopment Agreement, all to be paid on or before execution of the Assignment and Assumption Agreement; and

WHEREAS, the Agency recognizes the credentials, experience and financial capability of the Redeveloper to develop the Project; and

WHEREAS, the Redeveloper will accept the assignment of the Redevelopment Agreement from Original Redeveloper and will assume and abide by all terms and obligations under the Redevelopment Agreement, including, but not limited to, the obligation to complete the Project; and

WHEREAS, the Redeveloper has requested the changes to development timetable noted in Schedule C of the Redevelopment Agreement as described in **Exhibit A**, attached hereto; and

WHEREAS, after review and consideration of Redeveloper's requested timeline changes, the Agency desires to authorize the execution of an amendment to the Redevelopment Agreement (the "**Amendment**"), in connection with the above, subject to the execution of the Assignment and Assumption Agreement,

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

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

Section 2. The Agency approves the Original Redeveloper's request to assign and transfer its redevelopment rights as to the Property under the Redevelopment Agreement to the Redeveloper subject to all applicable terms and conditions of the Redevelopment Agreement for conveyance prior to substantial completion of the project improvements and payment of all administrative and escrow fees due and owing, including, but not limited to, the \$210,000 initial park improvement deposit and any payments due under Article V of the Redevelopment Agreement.

Section 3. The Agency hereby authorizes the Amendment to allow for the development timetable to be modified as described in **Exhibit A**, attached hereto, subject to the execution of the Assignment and Assumption Agreement.

Section 4. Except as expressly authorized herein, all other terms and conditions of the Redevelopment Agreement shall remain the same.

Section 5. The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized and directed to take any and all steps necessary to effectuate the purposes of this resolution, including the execution of documents, such as an estoppel letter and assignment and assumption agreement, in consultation with counsel.

Section 6. 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 May 16, 2023.

C. Fiore

~~Diana H. Jeffrey, Secretary~~

Christopher Fiore, Deputy ED

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

Exhibit A

**SCHEDULE C
DEVELOPMENT TIMETABLE**

<u>Tasks</u>	<u>Original Completion Dates</u>	<u>Revised Completion Dates</u>
1. Site Plan/Governmental Approvals	Completed	NO CHANGE
2. 50% Park Contribution	Prior to Issuance of Any Construction/Building Permit, but No Later than 24 Months After Effective Date	Prior to execution of the Assignment and Assumption Agreement
3. Obtain Construction Permits	Within 24 Months After Procurement of Site Plan and Governmental Approvals	NO CHANGE
4. Commencement of Construction	January, 2023	September, 2023
5. Remaining 50% Park Contribution	Prior to Issuance of Any Certificate of Occupancy, but No Later than 48 Months after the Effective Date of the Original RDA	Prior to the issuance of any Certificate of Occupancy, but in no event later than April 27, 2025
6. Completion of Construction	January, 2025	September, 2025
7. Occupancy of Units	January, 2025	October, 2025

ROSE & ZUCKER, L.L.C.
ATTORNEYS AT LAW

Members:

STEPHEN S. ROSE
SROSE@ROSEZUCKERLAW.COM

JOHN A. ZUCKER*
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WWW.ROSEZUCKERLAW.COM

March 9, 2023

Diana Jeffrey, Executive Director
JCRA
4 Jackson Square
Jersey City, New Jersey 07307

RE: File: 2023-73
Rafa Realty, LLC to 387 Eight Holdings, LLC
387 Eighth Street
Jersey City, New Jersey 07302

Dear Ms. Jeffrey:

I am the attorney representing Rafa Realty, LLC.

Pursuant to Article V Section 5.01 (d) of the Redevelopment Agreement my client is transferring its right to develop to 387 Eight Holdings, LLC.

The transfer will comply with Section 5.01 (d) (1), (2), (3) & (4) of said Agreement.

Please advise as to the next steps.

Very truly yours,

ROSE & ZUCKER, LLC



BY: Stephen S. Rose

SSR:sc

Cc: Rafa Realty, LLC

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE ASSIGNMENT, TRANSFER, AND AMENDMENT OF AN EXISTING REDEVELOPMENT AGREEMENT AND EXECUTION OF A NEW REDEVELOPMENT AGREEMENT FOR BLOCK 11603, LOT 50.01 FORMERLY A PART OF BLOCK 11603, LOTS 50 AND 51, COMMONLY KNOWN AS 400 MARIN BOULEVARD AND 420 MARIN BOULEVARD TO HUDSON EXCHANGE PHASE 2, LLC, IN THE HARSIMUS COVE STATION REDEVELOPMENT AREA.

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

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”) was established as an instrumentality of the City of Jersey City (the “**City**”) pursuant to the provisions of the Redevelopment Law, and has the responsibility for implementing redevelopment plans and carrying 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 Harsimus Cove Station Redevelopment Area (the “**Redevelopment Area**”) and adopted and subsequently amended a redevelopment plan for the area entitled the Harsimus Cove Redevelopment Plan, dated May 13, 2015, as may be further amended and supplemented from time to time (the “**Redevelopment Plan**”); and

WHEREAS, G&S Investors/Jersey City L.P. (“**G&S**”) is designated the Redeveloper of that certain property currently identified on the official tax map of the City of Jersey City as Block 11603, Lots 47, 50 and 51 (collectively, the “**Property**”) pursuant to: that certain Redevelopment Agreement by and between the Agency and A-S-H Management Corporation dated April 12, 1985; as amended by that certain Amendment to Redevelopment Agreement by and between the Agency and National Bulk Carriers, Inc. (“**National Bulk**”) dated January 7, 1986; as amended by that certain Amendment to Redevelopment Agreement by and between the Agency and National Bulk dated April 30, 1991; as amended by that certain Third Amendment to Redevelopment Agreement by and between the Agency and National Bulk dated August 11, 1993; as amended by that certain Fourth Amendment to the Contract for Sale of Private Land by and among National Bulk, G&S and Agency dated January 28, 1997; as amended by that certain Fifth Amendment to the Contract for Sale of Private Land by and among National Bulk, G&S and Agency dated June 10, 1997; as amended by that certain Agreement for Sale and Purchase of Land by and between the Agency and National Bulk dated December 31, 1997; as amended by that certain Sixth Amendment to the Contract for Sale of Private Land by and between American Financial Exchange L.L.C. and Agency dated December 19, 2001; and as amended by that certain Seventh

Amendment to the Contract for Sale and Redevelopment of Private Property in the Hudson Exchange Redevelopment Area by and among National Bulk, G&S and Agency (undated), and as amended by that certain Eighth Amendment to Redevelopment Agreement between the Agency and G&S Investors/Jersey City L.P. as accepted by and acknowledged by Forest City Residential Group, L.L.C., a Delaware limited liability company, dated November 4, 2015 (collectively, including all assignment and assumptions thereof, the "**Original Redevelopment Agreement**"); and

WHEREAS, Agency authorized the assignment and assumption of a portion of National Bulk's rights under the Original Redevelopment Agreement to G&S (relating to the Property) on May 23, 1993, and G&S executed an Assumption Agreement on January 31, 1994; and

WHEREAS, G&S will construct a mixed-use development on the Property in accordance the Redevelopment Plan (collectively, the "**Project**"); and

WHEREAS, pursuant to the Original Redevelopment Agreement, G&S conveyed Block 11603, Lots 47, 50 and 51 (the "**G&S Metro Property**") to its wholly owned subsidiary, G&S Metro Plaza, LLC, a Delaware limited liability company ("**G&S Metro**") in order to obtain financing for the Project; and

WHEREAS, in furtherance of the implementation of the Project, G&S entered into a Master Development Agreement (the "**Master Development Agreement**") with Forest City Residential Group, L.L.C. pursuant to which G&S and Forest City agreed to enter into one or more joint ventures (each, a "**Joint Venture**") to develop the Property in phases (each, a "**Phase**"); and

WHEREAS, in 2018 Forest City Realty Trust, Inc., the parent company of FCGR LLC entered into an agreement and plan of merger with Antlia Holdings, LLC, and Antlia Merger Sub Inc., ("**Antlia**") pursuant to which Antlia Merger Sub Inc. acquired the publicly traded shares of Forest City Realty Trust, Inc. and merged with and into Forest City Realty Trust, Inc. with Forest City Realty Trust, Inc. ("**Forest City**") continuing as the surviving entity (the "**Merger**"); and

WHEREAS, the Agency consented to the Merger on October 16, 2018 by Resolution 18-10-7; and

WHEREAS, in order to accomplish the development of a part of Lot 51 and a part of Lot 50 in Block 11603 now known as Block 11603, Lot 51.01 (the "**Phase 2 Property**"), the second phase of the Project, G&S and BF Jersey City Acquisition LLC which is owned indirectly by Forest City Realty Trust LLC (successor to Forest City) has proposed a Joint Venture in Hudson Exchange Phase 2 LLC (the "**Phase 2 Redeveloper**"), with G&S and BF Jersey City Acquisition LLC each having a 50% share of the Phase 2 Redeveloper; and

WHEREAS, in furtherance of the Joint Venture and for the purpose of redeveloping the Phase 2 Property, G&S Metro conveyed the Phase 2 Property to the Phase 2 Redeveloper in 2021; and

WHEREAS, at the time of the conveyance of the Phase 2 Property, the Phase 2 Redeveloper was entirely owned by G&S; and

WHEREAS, G&S Metro did not seek the Agency's consent to transfer of the Phase 2 Property to the Phase 2 Redeveloper as required by the Eighth Amendment and the Phase 2 Redeveloper now requests the Agency consent to the transfer nunc pro tunc, conditioned upon the Phase 2 Redeveloper paying the Agency's \$10,000.00 transfer fee; and

WHEREAS, on February 28, 2023, by Resolution 23-02-07, the Phase 2 Redeveloper was conditionally designated as redeveloper of the Phase 2 Property and a certain Funding Agreement was authorized between the Redeveloper and the Agency to defray costs and expenses of the Agency in connection with pre-development activities, including negotiation a redevelopment agreement (the "**Phase 2 Redevelopment Agreement**"); and

WHEREAS, G&S was the designated redeveloper of the Phase 2 Property, subject to the Original Redevelopment Agreement), when Resolution 23-02-07 was approved by the Agency; and

WHEREAS, since G&S was already the designated redeveloper of the Phase 2 Property when Resolution 23-02-07 was approved, Resolution 23-02-07 is hereby rescinded; and

WHEREAS, G&S consents to assignment of its rights as the designated redeveloper of the Phase 2 Property to the Phase 2 Redeveloper; and

WHEREAS, the Phase 2 Redeveloper proposes to develop, finance and construct a project consisting of: a 60-story mixed-use building containing approximately 802 residential rental units; approximately 118,401 square feet of commercial space which will include approximately 85,790 square feet to relocate Shop Rite supermarket from its current location at 400 Marin Boulevard and approximately 32,611 square feet of other commercial space; a parking garage containing 538 vehicle parking spaces; 422 bicycle parking spaces and other residential on-site amenities; approximately 20,000 square feet of publicly accessible open space; the portion of the Sixth Street Embankment Plaza located on the Property near the corner of Luis Munoz Marin Boulevard and Thomas Gangemi Drive; the portion of an extension of Provost Street located on the Property; the portion of a Greenway located on the east side of the Property adjacent to and along the extension of Provost Street; and an extension of Fourth Street that will connect to Luis Munoz Marin Boulevard and Provost Street, including all other Improvements (as defined in the Redevelopment Agreement) (collectively, the "**Phase 2 Project**"); and

WHEREAS, G&S, acting in its capacity as owner of the Phase 2 Redeveloper, additionally seeks the Agency's consent to transfer 50% ownership of the Phase 2 Redeveloper to BF Jersey City Acquisition LLC; and

WHEREAS, the Agency seeks to approve the transfer of 50% ownership of the Phase 2 Redeveloper to BF Jersey City Acquisition LLC; and

WHEREAS, the Agency now wishes to authorize the execution of the Phase 2 Redevelopment Agreement for the Phase 2 Project to be constructed on the Property, all as further described in the Redevelopment Agreement and in accordance with the Redevelopment Plan; and

WHEREAS, in accordance with the Original Redevelopment Agreement, G&S has requested that the Agency authorize a Ninth Amendment to Redevelopment Agreement between the Agency and G&S Investors/Jersey City L.P, which would permit: (i) the Agency to provide its consent nunc pro tunc to the 2021 transfer the Phase 2 Property to the Phase 2 Redeveloper, (ii) an assignment of the Original Redevelopment Agreement as to the Phase 2 Property by G&S to the Phase 2 Redeveloper; (iii) a termination, release, and discharge of the Original Redevelopment Agreement as to the Phase 2 Property only; (iv) a relinquishment of any redevelopment rights G&S may have in the Phase 2 Property upon the Phase 2 Redeveloper and the Agency entering into the Phase 2 Redevelopment Agreement pertaining to the Phase 2 Property; (v) the Agency consenting to a transfer of a 50% interest in the Phase 2 Redeveloper by G&S to BF Jersey City Acquisition LLC, and (vi) the designation of the Phase 2 Redeveloper as the Redeveloper of the Phase 2 Property with execution by the Agency and the Phase 2 Redeveloper of the Phase 2 Redevelopment Agreement pertaining to the Phase 2 Property,

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

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

Section 2. The Board of Commissioners hereby authorizes a Ninth Amendment to Redevelopment Agreement between the Agency and G&S Investors/Jersey City L.P to permit (i) the Agency to provide its consent nunc pro tunc to the 2021 transfer of the Phase 2 Property to the Phase 2 Redeveloper, which at the time was entirely owned by G&S, (ii) an assignment of the Original Redevelopment Agreement as to the Phase 2 Property by G&S to the Phase 2 Redeveloper; (iii) a termination, release, and discharge of the Original Redevelopment Agreement as to the Phase 2 Property only; (iv) a relinquishment of any redevelopment rights G&S may have in the Phase 2 Property upon the Phase 2 Redeveloper and the Agency entering into the Phase 2 Redevelopment Agreement pertaining to the Phase 2 Property; (v) the Agency consenting to a transfer of a 50% interest in the Phase 2 Redeveloper by G&S to BF Jersey City Acquisition LLC, and (vi) the designation of the Phase 2 Redeveloper as the Redeveloper of the Phase 2 Property with execution by the Agency and the Phase 2

Redeveloper of the Phase 2 Redevelopment Agreement pertaining to the Phase 2 Property. The above is conditioned upon the Phase 2 Redeveloper paying the \$10,000 property transfer fee to the Agency.

Section 3. Resolution 23-02-07 is rescinded.

Section 4. The Chair, Vice-Chair, Executive Director and/or Secretary of the Agency are hereby authorized to execute the documents referenced in Section 2 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. (a) The Chair, Vice-Chair, Executive Director and/or Secretary of the Agency are hereby authorized to execute and deliver documents referenced in Section 2, 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.

(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, 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 Assistant Executive Director is designated to act as the agent on behalf of the Agency in the absence of the Executive Director as previously authorized by Resolution No. SP17-05-5 adopted on May 2, 2017.

Section 7. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of May 16, 2023.

C. Fiore

~~Diana H. Jeffrey, Secretary~~
Christopher Fiore, Deputy
ED

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING 284
MLK REALTY LLC AS REDEVELOPER AND AUTHORIZING
EXECUTION OF A FUNDING AGREEMENT FOR CERTAIN
PROPERTY IDENTIFIED ON THE OFFICIAL TAX MAPS OF
THE CITY OF JERSEY CITY AS BLOCK 23202, LOT 75,
COMMONLY KNOWN AS 284 MARTIN LUTHER KING DRIVE
WITHIN THE JACKSON HILL REDEVELOPMENT AREA**

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

WHEREAS, pursuant to the Redevelopment Law, the City designated that certain area known as the Jackson Hill Redevelopment Area (the “**Redevelopment Area**”) as an area in need of redevelopment and enacted the Jackson Hill Redevelopment Plan (as amended and supplemented from time to time, the “**Redevelopment Plan**”) to effectuate the redevelopment of the Redevelopment Area; and

WHEREAS, the Agency owns the real property commonly known as 284 Martin Luther King Drive and designated as Block 23202, Lot 75 on the tax maps of the City (the “**Property**”); and

WHEREAS, 284 MLK Realty LLC (the “**Redeveloper**”) possesses the skills and expertise to develop a three-story mixed-use building containing one commercial space, and five residential units, consisting of 4-three bedroom units at approximately 1,000 square feet per unit and 1-one bedroom ADA accessible unit at approximately 600 square feet (of which three (3) units will be market rate and two (2) units will be affordable, which will be the ADA accessible unit and one additional unit) (the “**Project**”); and

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

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

WHEREAS, the Agency further wishes to enter into a funding agreement with the proposed Redeveloper (the “**Funding Agreement**”), substantially in the form on file with the Agency, to effectuate the funding of an escrow account and procedures for the

payment therefrom of moneys to pay the Agency's costs and expenses incurred in undertaking the Pre-Development Activities,

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

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

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

Section 3. 284 MLK Realty LLC is hereby conditionally designated as the Redeveloper of the Property for a period commencing upon the adoption of this Resolution and ending on May 31, 2024, unless extended for an additional period of no more than one hundred eighty (180) days by the Executive Director in her sole discretion.

Section 4. If, by May 31, 2024, 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 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.

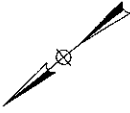
C. Fiore
~~Diana H. Jeffrey, Secretary~~
 Christopher Fiore, Deputy ED

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting on May 16, 2023.

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

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SEE SHEET 233



CLAREMONT
AVENUE

CLAREMONT AVENUE

ROSE
VENUE

KING DRIVE

GRANT

AVENUE

SEE SHEET 231

LUTHER

DR. MARTIN

MYRTLE

AVENUE

AVENUE

MYRTLE
AVENUE

SEE SHEET 236

23203

BOSTWICK

22

TAX MAP

CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1" = 50' AUGUST, 2008
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

SEE SHEET 235

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

TO SHOW CONDITIONS AS OF DECEMBER 30, 2022

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RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT AND PURCHASE AND SALE AGREEMENT WITH BLESC HOUSING GROUP AS REDEVELOPER OF PROPERTY IDENTIFIED AS BLOCK 22604, LOT 24, COMMONLY KNOWN AS 314-316 MLK DRIVE WITHIN THE JACKSON HILL REDEVELOPMENT AREA

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 amended and/or supplemented (the "Redevelopment Law"); and

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

WHEREAS, BLESC Housing Group (the "Redeveloper") proposes to redevelop that certain Agency-owned property within the Redevelopment Area identified on the official tax maps of the City as Block 226044, Lot 24, commonly known as 314-316 Martin Luther King Drive (the "Property") and

WHEREAS, the Redeveloper proposes to develop the Property with a project consisting of a five (5) story building of approximately 19,787 square feet containing 18 residential units of which all 18 units will be Low-to-Moderate income affordable housing, and a ground floor commercial space (the "Project") and

WHEREAS, on August 17, 2021 the Board of Commissioners adopted Resolution No. 22-02-08 conditionally designated Redeveloper as redeveloper of the Property; and

WHEREAS, Redeveloper's designation as redeveloper of the Property expired on December 31, 2021; and

WHEREAS, on February 28, 2023, the Board of Commissioners adopted Resolution No. 23-SP02-0, conditionally designating Redeveloper as redeveloper of the Property with expiration date of said resolution being February 29, 2023; and

WHEREAS, the Agency has negotiated a redevelopment agreement with the Redeveloper to set forth in greater detail their respective undertakings, rights and obligations in construction of the Project; and

WHEREAS, the Agency intends to sell, and the Redeveloper intends to purchase the Property in accordance with the Redevelopment Agreement and the Purchase and Sale Agreement annexed to the Redevelopment Agreement as Schedule E; and

WHEREAS, pursuant to the Purchase and Sale Agreement, the Agency agrees to sell, and the Redeveloper agrees to purchase the Property for the purchase price of \$100,000.00; and

WHEREAS, the Agency wishes to authorize the execution of the Redevelopment Agreement and Purchase and Sale Agreement with Redeveloper for the redevelopment of the Property with the Project, all as further described in the Redevelopment Agreement and the Purchase and Sale Agreement in accordance with the Redevelopment Plan,

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

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

Section 2. The Board of Commissioners hereby approves the Redevelopment Agreement for the Property, substantially in the form on file with the Agency, together with any changes, insertions and/or deletions thereto as the Executive Director, after consultation with Counsel, deem in their collective discretion to be necessary or desirable for the execution thereof.

Section 3. The Board of Commissioners hereby approves the Purchase and Sale Agreement for the Property, substantially in the form on file with the Agency, together with any changes, insertions and/or deletions thereto as the Executive Director, after consultation with Counsel, deem in their collective discretion to be necessary or desirable for the execution thereof.

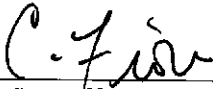
Section 4. The Chair, Vice-Chair, Executive Director and/or Secretary of the Agency are each hereby authorized to execute and deliver the Redevelopment Agreement, Purchase and Sale Agreement, and any other necessary documents and/or agreements, between the Redeveloper and the Agency, together with such additions, deletions and/or modifications as are necessary and desirable in consultation with Counsel to effectuate same. 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 such sale.

Section 5. The Chair, Vice-Chair, Executive Director and any 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, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with Counsel, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

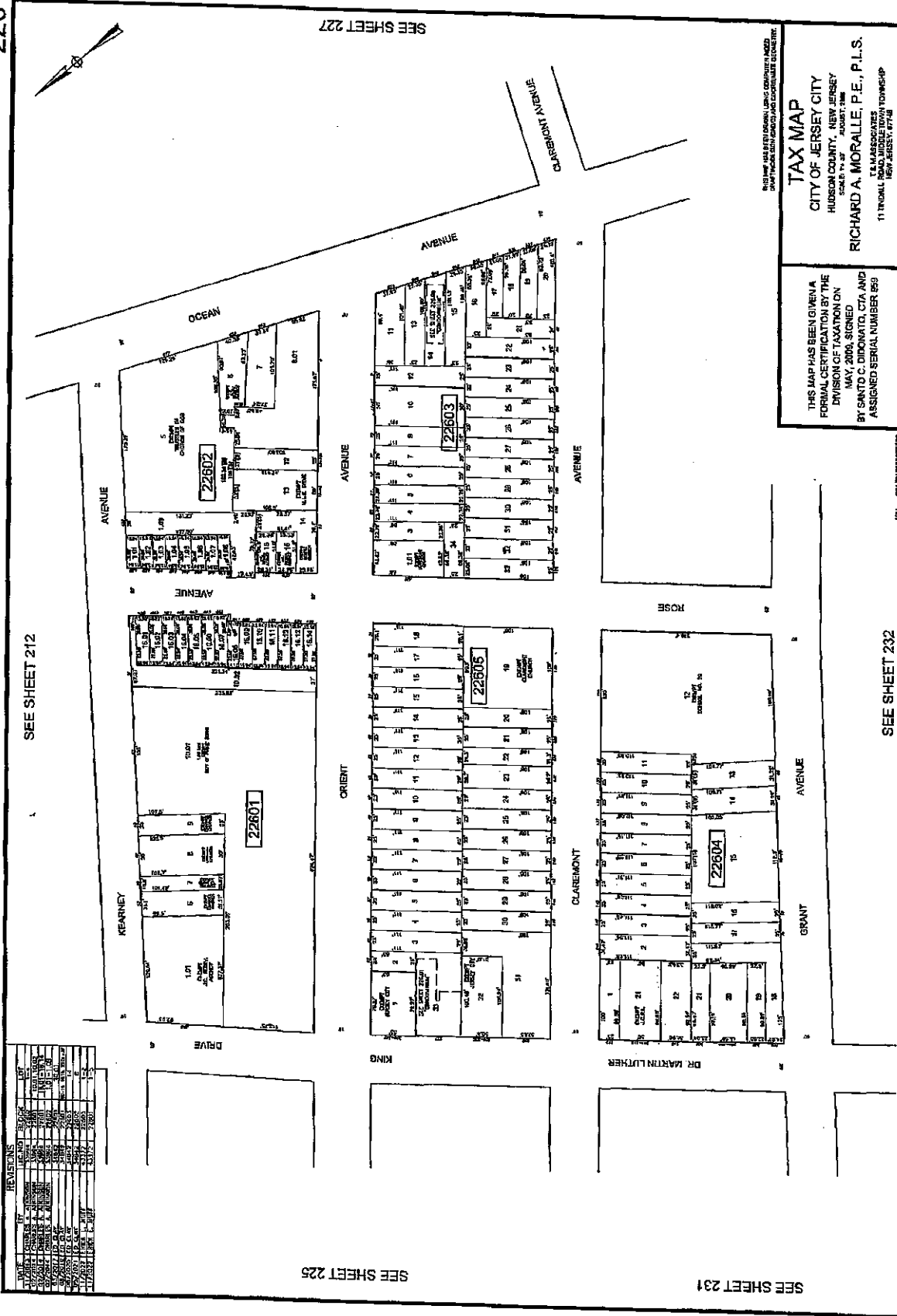
Section 6. The Chair, Vice-Chair, Executive Director and/or Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate this Resolution.

Section 7. The Assistant Executive Director is designated to act as the agent on behalf of the Agency in the absence of the Executive Director.

Section 8. This Resolution shall take effect immediately.


~~Diana H. Jeffrey, Secretary~~
Christopher Fiore, Deputy ED

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



REVISIONS

NO.	DATE	BY	REVISION
1	10/1/00	W. J. MORRIS	INITIALS
2	10/1/00	W. J. MORRIS	INITIALS
3	10/1/00	W. J. MORRIS	INITIALS
4	10/1/00	W. J. MORRIS	INITIALS
5	10/1/00	W. J. MORRIS	INITIALS
6	10/1/00	W. J. MORRIS	INITIALS
7	10/1/00	W. J. MORRIS	INITIALS
8	10/1/00	W. J. MORRIS	INITIALS
9	10/1/00	W. J. MORRIS	INITIALS
10	10/1/00	W. J. MORRIS	INITIALS
11	10/1/00	W. J. MORRIS	INITIALS
12	10/1/00	W. J. MORRIS	INITIALS

SEE SHEET 225

SEE SHEET 231

SEE SHEET 232

TAX MAP
 CITY OF JERSEY CITY
 HUDSON COUNTY, NEW JERSEY
 SCALE: 1" = 40' AUGUST, 1998
 RICHARD A. MORALLE, P.E., P.L.S.
 T.E.A. ASSOCIATES
 11 TROCKILL ROAD, TOWNSHIP
 NEW JERSEY 07718

THIS MAP HAS BEEN GIVEN A
 FORMAL CERTIFICATION BY THE
 DIVISION OF TAXATION ON
 MAY, 2006, SIGNED
 BY SANTA C. DIDONATO, CTA AND
 ASSIGNED SERIAL NUMBER 859

ARI - COMPOSITION

REDEVELOPMENT AGREEMENT

By and Between

JERSEY CITY REDEVELOPMENT AGENCY

As Redevelopment Entity

and

B.L.E.S.C. HOUSING GROUP

As Redeveloper

Dated: _____

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this “**Agreement**”), is entered into as of this ____ day of _____, 2023 (the “**Effective Date**”) by and between the **JERSEY CITY REDEVELOPMENT AGENCY**, a body corporate and politic of the State of New Jersey (which, together with any successor public body or officer hereinafter designated by or pursuant to law, is hereinafter referred to as the “**Agency**”), having its offices at 66 York Street, 3rd Floor, Jersey City, New Jersey 07302, and **B.L.E.S.C. HOUSING GROUP**, a not-for-profit corporation with an address of 375 Cator Avenue, Jersey City, New Jersey 07305-2043, c/o Cynthia McLeod Blue (hereinafter referred to as the “**Redeveloper**”, together with the Agency, the “**Parties**” and each individually a “**Party**”).

W I T N E S S E T H :

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

WHEREAS, the Agency is an instrumentality of the City of Jersey City (the “**City**”) operating pursuant to the provisions of the Act, with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, in accordance with the criteria set forth in the Act, the City established an area in need of redevelopment commonly known as the Jackson Hill Redevelopment Area (the “**Redevelopment Area**”) and subsequently adopted a redevelopment plan for the Redevelopment Area entitled the “Jackson Hill Redevelopment Plan” (as may be amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, the Agency is the owner of a certain parcel within the Redevelopment Area, identified on the official tax maps of the City as Block 22604, Lot 24, commonly known as 314-316 Martin Luther King, Jr. Drive, as further described in Schedule A attached hereto (the “**Property**”); and

WHEREAS, the Agency intends to sell, and the Redeveloper intends to purchase, the Property subject to the terms, obligations and conditions set forth in this Agreement and the Purchase and Sale Agreement (as herein defined); and

WHEREAS, the Redeveloper possesses resources and a team of experts in planning, redevelopment, law, engineering, environmental issues, architecture, design, finance, and real estate development necessary to effectuate the redevelopment of the Property in accordance with the Redevelopment Plan; and

WHEREAS, the Agency has determined to designate Redeveloper as “redeveloper” of the Property and enter into this Agreement to specify the respective undertakings, rights and obligations of the Parties with respect to the Project; and

WHEREAS, the Redeveloper now proposes to develop the Property with a project consisting of a five (5) story building of approximately 19,787 square feet, containing 18 residential units and a ground floor commercial space; the 18 residential units shall be maintained and deed-restricted as Low-to-Moderate Income Units, as defined herein, and which shall be subject to the Affordability Controls defined and set forth herein, all as more particularly set forth on Schedule B annexed hereto and consistent with the Redevelopment Plan (collectively, the “**Project**”),

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, and for the benefit of the Parties and general public, and, further to implement the purposes of the Act and the Redevelopment Plan, the Parties agree as follows:

DEFINITIONS

Defined Terms. The Parties agree that, unless the context otherwise specifies or requires, the following terms shall have the meanings specified below, such definitions to be applicable equally to the singular and plural forms of such terms and to the use of the upper or lower case initial letter of each word contained in such terms.

Act: As defined in the recitals.

Administrative Fee: As defined in Section 2.05(b) herein.

Affiliate: With respect to any Person, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such Person.

Affordability Controls: Restrictions set on rents and tenant income limits on the Affordable Housing Units to be administered by the Redeveloper or its designee, compliance with which will be enforced by the City or its delegated agent, subject to a deed restriction for a term of thirty (30) years, as set forth in Section 2.14 herein.

Affordable Housing Units: Eighteen (18) Low-to-Moderate Income Units at the Project.

Agency: As defined in the preamble.

Agreement: As defined in the preamble.

AMI: Area median income for Hudson County, as such AMI is promulgated from time to time by the U.S. Department of Housing and Urban Development.

Applicable Law: Any and all Federal, State and local laws, rules, regulations, statutes and ordinances applicable to the Project.

Certificate of Completion: A certificate acknowledging that the Redeveloper has performed all of its duties and obligations pursuant to this Agreement with the exception of those covenants and restrictions set forth in the Declaration, which survive as hereinafter provided, and the Redeveloper's indemnities, which survive as hereinafter provided.

Certificate of Occupancy: A temporary or permanent certificate of occupancy as defined in the applicable section of the municipal code of the City and the applicable provisions of the New Jersey Uniform Construction Code, *N.J.A.C. 5:23-1 et seq.*

City: As defined in the recitals.

Claims: As defined in Section 2.11 herein.

Concept Plan: As set forth in Schedule B.

Construction Plans: All plans, drawings, specifications and related documents, including a construction progress schedule, in sufficient completeness and detail to obtain construction permits and to show that the Improvements to be constructed by Redeveloper upon the Property and the construction thereof will be in accordance with this Agreement, the Redevelopment Plan and any amendments thereto.

Days: Whenever the word "days" is used to denote time, it shall mean calendar days.

Declaration: As defined in Section 5.01 herein.

Construction Schedule or Development Timetable: That schedule appended hereto as Schedule C which designates the order and deadlines of approvals and development of the Property.

Effective Date: As defined in the preamble.

Environmental Claim(s): As defined in Section 2.11 herein.

Event(s) of Default: As defined in Section 7.01 herein.

Financial Institution: A bank, savings bank, savings and loan association, mortgage lender or insurance company, pension fund, real estate investment trust, investment bank, State, county or municipal agency or authority or similarly recognized reputable source of construction and permanent financing or provider of grant funding for the Project chartered under the laws of the United States of America, or any State thereof.

FMR: As defined in Section 2.14 herein.

Force Majeure: Acts of God, fire, earthquake, explosion, the elements, war, riots, mob violence or civil disturbance, acts of terrorism, inability to procure or a general shortage of labor, equipment or facilities, energy, materials or supplies in the open market, failure of transportation, strikes, walkouts, actions of labor unions, court orders, laws, rules, regulations or orders of

governmental or public agencies, bodies and authorities, or any other similar cause not within the reasonable control of the Redeveloper. Compliance with laws regulating land use and construction, any legal requirements under any applicable environmental laws, NJDEP clearances, approvals, or permits typical of the development process and referred to in this Agreement shall not be considered or construed as events of Force Majeure. Economic factors and market conditions shall not be considered or construed as events of Force Majeure.

Governmental Approvals: Any approvals, authorizations, permits, licenses and certificates needed from governmental authorities having jurisdiction, whether federal, State, county or local, to the extent necessary to implement the Project in accordance with the Redevelopment Plan and this Agreement.

HUD: The U.S. Department of Housing and Urban Development.

Impositions: All taxes, payments in lieu of taxes, assessments (including, without limitation, all assessments for public improvements or benefits), water, sewer or other rents, rates and charges, license fees, permit fees, inspection fees and other authorization fees and charges, in each case, whether general or special, which are levied upon any portion of the Property or on any of the Improvements constructed thereon.

Improvements or Project Improvements: All buildings, structures, parking and appurtenances as more particularly described in the Concept Plan and all other improvements constructed on or installed upon the Property in furtherance of the Project and in accordance with the approved Construction Plans, including all facilities and amenities, shown in such approved Construction Plans and the Preliminary and Final Site Plan approved by the Planning Board as being on the Property and used or to be used in connection with the buildings, including any parking, pedestrian plaza, or ancillary facilities. Improvements also comprise any and all facilities, amenities, on and off street parking, landscaping and fencing and infrastructure such as all utilities, water, and sewer lateral lines, property and site lighting, street trees, curbs, roadways, fire hydrants, drainage, sanitary and storm facilities, walkways, sidewalks, parking lots, driveways and open space, etc., pilings, foundations, footings and all excavations, removal, grading and re-grading and filling of every nature and enhancements required to be made to the Property and the streets abutting and surrounding the Property as shall be shown on the Preliminary and Final Site Plan approved by the Planning Board and required pursuant to the Redevelopment Plan or this Agreement.

Low-To-Moderate Income Units: Housing units affordable to, and occupied or reserved for occupancy by, households with a gross household income equal to fifty percent (50%) to eighty percent (80%) or less of AMI in Jersey City, New Jersey HUD Metro FMR Area as adjusted for households of the same size, as established by HUD.

Ordinance: As defined in Section 10.01 herein.

Party(ies): As defined in the preamble.

Person: Any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company or corporation, trust, unincorporated association, institution, public or governmental body, or any other entity.

Planning Board: The City of Jersey City Planning Board and any successor thereto exercising similar functions in accordance with the Municipal Land Use Law, N.J.S.A. 40:55D-1 *et seq.*

Preliminary and Final Site Plan: Any site plan approval submitted to and approved by the Planning Board that is in accordance with the Redevelopment Plan and this Agreement.

Professional Services Fee: As defined in Section 2.05(a) herein.

Professional Services Fee Deposit: As defined in Section 2.05(a) herein.

Project: As defined in the recitals.

Property: As defined in the recitals.

Purchase and Sale Agreement: The purchase and sale agreement in the form attached hereto as Schedule E.

Redeveloper: As defined in the preamble.

Redeveloper's Costs: As defined in Section 2.01 herein.

Redevelopment Area: As defined in the recitals.

Redevelopment Plan: As defined in the recitals.

Transfer: Any transaction by which a Transferee obtains an interest in the Property, Project, the Redeveloper, or in this Agreement by means or methods which include, but are not limited to, conveyance, transfer, lease, encumbrance, acquisition or assignment through sale, merger, consolidation, reorganization, foreclosure or otherwise, including the appointment of a trustee in bankruptcy or assignee for the benefit of creditors.

Transferee: Any Person to whom an interest in the Property, Project, the Redeveloper, or rights in or under this Agreement is conveyed, Transferred, leased, encumbered, acquired or assigned, by sale, merger, consolidation, reorganization, foreclosure or otherwise, including a trustee in bankruptcy or assignee for the benefit of creditors.

Workforce Information Session: As defined in Section 11.04(a) herein.

ARTICLE I **DESIGNATION OF THE REDEVELOPER AND UNDERTAKING OF THE PROJECT**

1.01. Designation of the Redeveloper. The Agency hereby designates the Redeveloper

as the redeveloper of the Property in accordance with the Act.

1.02. Undertaking of the Project. The Redeveloper shall undertake to develop, design, construct and complete the Project in accordance with the terms hereof, the Redevelopment Plan, all Governmental Approvals and Applicable Law.

1.03. Property Acquisition by Redeveloper. The Redeveloper shall acquire the Property from the Agency for the purchase price of One Hundred Thousand Dollars (\$100,000.00) (the "**Purchase Price**") pursuant to the closing date, terms and conditions set forth in the Purchase and Sale Agreement, a form of which is attached hereto as Schedule E.

ARTICLE II **REDEVELOPER'S RESPONSIBILITIES**

2.01. Redeveloper's Costs. The Redeveloper shall be responsible for all actual costs incurred by the Agency in implementing the Project and satisfying its obligations under this Agreement and the Purchase and Sale Agreement. The "**Redeveloper's Costs**" shall also include, without limitation, the following:

(a) Reasonable legal fees incurred by the Agency in connection with the selection of the Redeveloper as the redeveloper of the Project, the negotiation of this Agreement or the enforcement of this Agreement in the event of a breach or default or threatened breach or default by the Redeveloper of its obligations and/or covenants hereunder or thereunder;

(b) Reasonable costs of the Agency, if any, relating to any Redeveloper financing of the Project; and

(c) Reasonable additional out-of-pocket third-party costs associated with the Project.

The Redeveloper agrees to reimburse the Agency for all Redeveloper's Costs incurred by the Agency in accordance with this Agreement, including, but not limited to Section 2.05 hereof. As to the reimbursement obligation, unless otherwise provided for herein, the Redeveloper further acknowledges and agrees that the obligation to reimburse the Agency for all Redeveloper's Costs shall apply to all such costs incurred, whether prior to or subsequent to the termination of this Agreement, provided that with respect to such Redeveloper's Costs incurred after the termination of this Agreement, such costs are incurred in connection with actions undertaken by the Agency prior to termination pursuant to this Agreement. The Redeveloper's obligations pursuant to this Section 2.01 shall survive the termination of this Agreement.

2.02. Project Financing. The Redeveloper shall obtain and provide the Agency with written evidence of financing, including conventional financing, sufficient equity capital and other funding sources necessary to fund the Project budget as further required by Article III hereof.

2.03. Environmental Remediation. Prior to the construction of the Project, environmental investigation and remediation of the Property, if any, must be completed by

Redeveloper in accordance with and subject to the terms and conditions set forth in the Purchase and Sale Agreement, attached hereto as Schedule E.

2.04. Geotechnical Soil Analyses. The Redeveloper understands and agrees that the Redeveloper is solely responsible for any geotechnical soils analyses of the Property including but not limited to analyzing the load bearing or construction capabilities of such soils. It shall be the sole responsibility of the Redeveloper to undertake and pay the cost of any and all geotechnical soil boring testing and/or other analyses. The Redeveloper represents that it will conduct necessary geotechnical soil analyses of the Property and understands that any conditions found to exist may be adverse to the construction of the Project and/or may require removal of the unsuitable soils.

2.05. Professional Services Fee and Administrative Fee.

(a) With respect to any professional services as required by the Agency in connection with this Agreement and the Project, the Redeveloper agrees that the Agency shall be entitled to appoint any professionals, including but not limited to attorneys, appraisers, etc., to perform such work for the Agency as may be required concerning the Project and that the Redeveloper will reimburse the Agency in full for the Redeveloper's Costs incurred by the Agency in connection with the Project (the "**Professional Services Fee**"). Since the Agency's professionals will invariably be involved with the Project from pre-agreement negotiations to its completion, the Agency shall create an escrow account (the "**Professional Services Fee Deposit**") for the purpose of the Redeveloper funding the escrow account to pay the Agency's professionals' fees as they accrue, including the payment of all such costs incurred by the Agency, evaluate and select the Redeveloper and negotiate this Agreement. Upon the Effective Date of this Agreement, the Redeveloper shall deposit with the Agency the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) for the Professional Services Fee Deposit, plus an amount equal to all accrued Redeveloper's Costs as of the Effective Date. Upon receiving invoices from its professionals, the Agency shall pay such invoices, debit the Professional Services Fee Deposit in the amount of said paid invoices, and forward to the Redeveloper a copy of the invoice, which copy shall serve as notice that the Professional Services Fee Deposit was debited in the amount of the invoice. In the event the Professional Services Fee Deposit falls below FIVE THOUSAND DOLLARS (\$5,000.00), the Agency may require the Redeveloper, within ten (10) days of such deficiency, to replenish the Professional Services Fee Deposit to TEN THOUSAND DOLLARS (\$10,000.00) at all times. The Redeveloper shall also be responsible for any professional fees resulting by reason of Redeveloper's breach or default or threatened breach or default of its obligations and/or covenants under this Agreement.

(b) The Redeveloper agrees to pay an administrative fee to cover the administrative costs of the Agency and materials used by the Agency's executive staff and administrative staff for the Project (the "**Administrative Fee**"). The Administrative Fee for the Agency is an immediate payment of FIVE THOUSAND DOLLARS (\$5,000.00) payable upon the Effective Date of this Agreement and on each anniversary date thereafter until a Certificate of Completion is issued for the Project. The Administrative Fee shall be deemed fully earned upon each due date thereof and there shall be no refund of the Administrative Fee in the event of the termination of this Agreement.

2.06. Governmental Approval Process. The Redeveloper has caused or will cause to be prepared such plans, drawings, documentation, presentations and applications (collectively, the "**Governmental Approvals**") as may be necessary and appropriate for the purpose of obtaining any and all Governmental Approvals for the Improvements on the Property and the construction of the Project. All of the applications for Governmental Approvals shall be in conformity with the Redevelopment Plan and this Agreement and any and all federal, State, county, and municipal statutes, laws, ordinances, rules and regulations applicable thereto. The receipt of the Governmental Approvals by the Redeveloper shall be achieved in sufficient time and manner so as to enable the Redeveloper to conform to the relevant provisions of this Agreement, including but not limited to the construction schedules set forth in the Development Timetable. The Agency may extend the dates for performance by the Redeveloper in the event the Redeveloper is denied any of the Governmental Approvals required to commence construction of the Improvements, provided that the Redeveloper has diligently pursued and prosecuted the Governmental Approvals necessary to implement the Project.

2.07. Construction of the Project. Subject to Section 13.02 hereof, the construction of the Project and the obtaining by the Redeveloper of all necessary Governmental Approvals shall be commenced by the date and in the manner set forth in the Development Timetable. Except as otherwise expressly provided in this Agreement, including but not limited to Section 13.02, all Improvements in the Project shall be completed in accordance with the Development Timetable. The preparation of all necessary plans and specifications and the timing for approval of the same shall be as more particularly set forth in Article IX herein.

2.08. Covenant to Build. The Redeveloper covenants, warrants, represents, and agrees to construct the Improvements on the Property together with all ancillary uses as indicated in and on the Governmental Approvals, the Preliminary and Final Site Plan, the Construction Plans, the Concept Plan and this Agreement. All Improvements must be constructed in accordance with all restrictions and controls contained in the Redevelopment Plan. All Improvements on the Property shall be installed by the Redeveloper at its sole cost and expense as the various stages of construction of the Project require.

2.09. Reports on Progress. The Redeveloper shall make, in such detail as may be reasonably required by the Agency, reports in writing concerning the actual progress of the Redeveloper with respect to development and construction of the Improvements of the Project. Such reports shall be provided quarterly until the commencement of construction and monthly thereafter. The work and construction of the Redeveloper shall be subject to inspection by the Agency.

2.10. Insurance. At all times during the performance of the construction activities upon the Property, and until the Project is available for its intended use and a Certificate of Completion is issued in accordance with the provisions of Section 2.12 herein, the Redeveloper shall maintain or cause to be maintained at its own cost and expense, with responsible insurers, the following kinds and the following amounts of insurance with respect to the Project, with such variations as shall reasonably be required to conform to customary insurance practice:

(a) Builder's Risk Insurance for the benefit of Redeveloper and the Agency, as their interests may appear, during the term of construction which will protect against loss or damage resulting from fire and lightning, the standard extended coverage perils, and vandalism and malicious mischief. The limits of liability will be equal to one hundred percent (100%) of the insurable value of the Project, including items of labor and materials connected therewith, whether in or adjacent to the structure insured, and materials in place or to be used as part of the permanent construction;

(b) Comprehensive General Liability Insurance (including coverage for any construction on or about each lot, plot, parcel or part of the Property) against claims for bodily injury, death or property damage occurring on, in or about the Property and the adjoining streets, sidewalks and passageways, in amounts not less than THREE MILLION DOLLARS (\$3,000,000.00) for each claim with respect to any bodily injury, death or property damage and THREE MILLION DOLLARS (\$3,000,000.00) with respect to any one occurrence;

(c) Workers' compensation insurance coverage in the amount of the full statutory liability of Redeveloper; and

(d) Such other insurance, in such amounts and against such risks, as is customarily maintained by Redeveloper with respect to other similar properties owned or leased by it, including automobile insurance.

Prior to the Commencement of any construction activities, Redeveloper shall submit to Agency proof of all applicable insurance. Thereafter, upon each anniversary date of this Agreement, Redeveloper shall submit the aforementioned proofs of insurance for the succeeding year. The policies of insurance required to be maintained by Redeveloper pursuant to this Section (except for workers' compensation insurance) shall name as the insured parties Redeveloper, the Agency and the City, as their respective interests may appear, and shall be satisfactory to the Agency.

2.11. Indemnification. The Redeveloper agrees to indemnify and hold harmless the Agency and the City against, and the Redeveloper shall pay, any and all liability, loss, cost, damage, claims, judgments or expenses, of any and all kinds or nature and however arising (collectively, "**Claims**") which the Agency and the City may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death, or damage to property, whether real, personal or mixed, relating to the Redeveloper's environmental remediation or construction activities in connection with the Project, or any portion thereof, or based upon or arising out of contracts entered into by the Redeveloper which relate to such construction activities, including but not limited to any and all claims by workmen, employees and agents of the Redeveloper, its contractor and subcontractors and unrelated third-parties, which claims arise from the construction activities, the maintenance and functioning of the Project, or any other activities of the Redeveloper within the Property. In amplification and not limitation of the foregoing, the Redeveloper agrees to indemnify and hold harmless the Agency and the City against, and the Redeveloper shall pay, any and all liability, loss, cost, damage, claims, judgments or reasonable expenses which the Agency and the City may sustain, be subject to or be caused to incur by reason of any claim, suit or action arising out of or in connection with any action or failure

to act of the Redeveloper with respect to the Property based upon the current or former environmental condition of the Property, including but not limited to any third-party claim with respect to other properties alleging harm emanating from such environmental condition of the Property, provided Redeveloper elects to proceed to Closing in accordance with the terms set forth in Paragraph 5 of the attached Purchase and Sale Agreement. For clarity, the Redeveloper is hereby required to defend and indemnify the City and Agency for all claims or lawsuits arising out of the Property and/or use of the Property, regardless of whether such claims or lawsuits are alleged to have been caused, in whole or in part, by the acts/omissions of the City and/or Agency.

Neither the Agency nor the City, nor their directors, officers, commissioners, agents, servants or employees shall be liable in any event for any action performed under this Agreement and the Redeveloper shall hold the Agency and the City, their directors, officers, commissioners, agents, servants and employees harmless from any claim or suit in connection with the Redeveloper's obligations under this Agreement.

2.12. Certificate of Occupancy and Certificate of Completion. Upon completion of the construction of the Project or a portion thereof in accordance with the Governmental Approvals, the Redeveloper shall be responsible for applying for and securing a Certificate of Occupancy in a timely manner. In addition, upon completion of the Project and for purposes of releasing the restrictions referenced in this Agreement, the Agency agrees to issue a Certificate of Completion, in proper form for recording, which shall acknowledge that the Redeveloper has performed all of its duties and obligations under this Agreement and has completed construction of the Project in accordance with the requirements of this Agreement. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement (except as provided in Article V of this Agreement) and the Redevelopment Plan with respect to the Redeveloper's obligation to construct the Project within the dates for the commencement and completion of same. Upon issuance of a Certificate of Completion, the conditions determined to exist at the time the Property was determined to be in need of redevelopment shall be deemed to no longer exist, and the land and improvements constituting the Project and the Property shall no longer be subject to eminent domain. If the Agency shall fail or refuse to provide the Certificate of Completion within thirty (30) days after written request by the Redeveloper, the Agency shall provide to the Redeveloper a written statement setting forth in detail the reasons why it believes that the Redeveloper has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this Agreement.

2.13. Third Party Beneficiaries. The Redeveloper and the Agency recognize the City to be a third-party beneficiary to this Agreement.

2.14. Affordability Controls. The Redeveloper shall provide eighteen (18) residential units at the Project as Affordable Housing Units with 2 bedrooms each. Redeveloper acknowledges and agrees that the restrictions governing the marketing, selection of applications, rent and affordability of the Affordable Housing Units shall be governed by and consistent with those utilized and approved by the City of Jersey City, Department of Housing, Economic Development & Commerce, Division of Community Development or such other department or division of the City as may be designated in implementing the City's affordable housing programs.

Redeveloper does hereby covenant and agree to comply with all regulations, restrictions and controls as may be required and to execute any affordable housing agreement(s) or other documents which may be required by the City or the Agency in order to maintain the aforementioned Affordability Controls, which shall include recording a deed restriction that restricts the rent or use of the units as Affordable Housing Units to low-to-moderate income households, defined as those households with gross household income equal to fifty percent (50%) to eighty percent (80%) or less of AMI established and published annually by HUD for Hudson County, for a term which shall be thirty (30) years from the issuance of the Certificate of Occupancy. Redeveloper agrees that the rents for each Affordable Housing Unit shall under no circumstances exceed the Fair Market Rents ("FMR") established annually by HUD for the relevant bedroom size.

ARTICLE III **PROJECT FINANCING**

3.01. Financing and Equity Capital. The Redeveloper estimates the construction cost of the Project to be approximately FIVE MILLION TWO HUNDRED FIFTY NINE THOUSAND ONE HUNDRED FIFTY DOLLARS (\$5,259,150.00). The Redeveloper has or will submit evidence satisfactory to the Agency that Redeveloper has the equity capital and commitments for mortgage, grant financing and any other funds necessary to complete construction of the Project as detailed in the Preliminary and Final Site Plan and the Construction Plans and in the Development Timetable. The Redeveloper shall submit to the Agency written evidence of commitments for mortgage financing, equity capital and any other capital necessary to commence the construction of Improvements constituting the Project, not later than thirty (30) days prior to the date scheduled for the start of any construction of Improvements on the Property in accordance with this Agreement. The Agency agrees to accept a letter, in form and substance acceptable to the Agency, from one or more Financial Institution(s) which evidences the commitment by same to provide mortgage, grant or other financing for the construction of the Improvements in such time and manner so as to enable Redeveloper to adhere to the Development Timetable for the Project.

ARTICLE IV **FINANCING AND RIGHTS OF MORTGAGEE**

4.01. Notice to Agency. Prior to the completion of the Project, as certified by the Agency, neither the Redeveloper nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property except as set forth herein, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Property, except for the purpose of obtaining funds in connection with the Project. The Redeveloper or its successor in interest shall notify the Agency in advance of any financing, secured by mortgage or other lien instrument, which it proposes to enter into with respect to the Property and, in any event, the Redeveloper shall promptly notify the Agency of any encumbrance or lien that has been created on or attached to the Property, whether by voluntary act of the Redeveloper or otherwise, upon obtaining knowledge or notice of same.

4.02. Completion of the Project. Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other Person who thereafter obtains title to the Property or such part from or through such holder or (b) any purchaser at a foreclosure sale other than the holder of the mortgage itself) shall in no way be obligated by the provisions of this Agreement to construct or complete the Project, as applicable, or to guarantee such construction or completion. Except as otherwise provided in Section 4.04 herein, nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted under the Redevelopment Plan and this Agreement.

4.03. Notice to Mortgagee. To the extent that the Agency has received notice of the existence of a mortgage and the identity of a mortgagee, whenever the Agency shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper of its obligations or covenants under this Agreement, the Agency shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Agreement at the last known address of such holder shown in the records of the Agency.

4.04. Mortgagee's Right to Cure Default and Assume Redeveloper's Obligations. After any breach or default referred to in Section 4.03 above, and the expiration of any cure periods granted to the Redeveloper in this Agreement, each holder shall (insofar as the rights of the Agency are concerned) have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage, provided that, if the breach or default is with respect to construction of the Project, nothing contained in this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project, as applicable (beyond the extent necessary to conserve or protect the holder's security, including the improvements or construction already begun) without first having expressly assumed the obligation to the Agency, by written agreement satisfactory to the Agency, to complete the Project in the manner provided in this Agreement. Any such holder who shall properly complete the Project shall be entitled, upon written request made to the Agency, to receive a Certificate of Completion as set forth in Article 2.12 hereof.

4.05. Agency's Option to Pay Mortgage Debt or Purchase Property. In any case, where, subsequent to default or breach by the Redeveloper (or any successor in interest) under the terms of this Agreement, and the expiration of any cure periods granted to Redeveloper in this Agreement, the holder of any mortgage on the Property or part thereof (a) has, but does not exercise, the option to construct or complete the Project relating to the Property or part thereof covered by its mortgage or to which such holder has obtained title, and such failure continues for a period of one hundred twenty (120) Days after the holder has been notified or informed of the default or breach, and any cure periods granted to the Redeveloper in this Agreement have expired; or (b) undertakes construction or completion of the Project but does not complete such construction within the period as agreed upon by the Agency and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in the Agreement), and such default shall not have been cured within one hundred twenty (120) Days after written

demand by the Agency so to do, the Agency shall (and every mortgage instrument made prior to completion of the Project with respect to the Property or part thereof by the Redeveloper or successor in interest shall so provide) have the option of paying to the holder the amount due under the holder's mortgage and securing an assignment of the mortgage and the debt secured thereby, or, in the event ownership of the Property or part thereof has vested in such holder by way of foreclosure or action in lieu thereof, the Agency shall be entitled, at its option, to a conveyance to the Agency of the Property or part thereof upon payment to such holder of an amount equal to the sum of: (1) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals or condominium unit sales and other income received during foreclosure proceedings); (2) all expenses with respect to the foreclosure; (3) the net expense, if any (exclusive of general overhead) incurred by such holder in and as a direct result of the subsequent management of the Property; (4) the costs of any Improvements made by such holder; and (5) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

4.06. Agency's Option to Cure Mortgage Default. In the event of a default or breach prior to the completion of the Project by the Redeveloper, or any successor in interest, in or of any of its obligations under, and, to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Property or part thereof, the Agency may at its option upon prior written notice to Redeveloper cure such default or breach, in which case the Agency shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law, or otherwise, to reimbursement from the Redeveloper or successor in interest of all reasonable costs and expenses incurred by the Agency in curing such default or breach and to a lien upon the Property or the part thereof to which the mortgage, encumbrance, or lien relates for such reimbursement, provided, that any such lien shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made) any then-existing mortgages on the Property or part thereof authorized by this Agreement.

ARTICLE V

COVENANTS AND RESTRICTIONS

5.01. Declaration of Covenants and Restrictions. The Redeveloper agrees to execute a Declaration of Covenants and Restrictions (the "**Declaration**"), substantially in the form attached hereto as Schedule D, with respect to all lands included in the Property. The Agency shall record the Declaration.

5.02. Effect and Term of Covenants. It is intended and agreed, and the Declaration expressly provides, that the agreements and covenants set forth in the Declaration are covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the Agency, its successors and assigns, and any successor in interest to the Property, or any part thereof, against the Redeveloper, its successors and assigns and every successor in interest therein, and any Person in possession or occupancy of the Property or any

part thereof. It is further intended and agreed that the Declaration shall remain in effect as provided in the Declaration.

5.03. Enforcement by the Agency. In amplification and not in restriction of the provisions of this Article V, it is intended and agreed that the Agency, its successors and assigns shall be deemed beneficiaries of the Declaration both for and in their own right and also for the purposes of protecting the interests of the community and other Persons, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Agency for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Agency has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The Agency shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to cure any such breach of agreement or covenant, to which they or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE VI

PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

6.01. Representation as to Redevelopment. The Redeveloper represents and agrees that its undertakings pursuant to this Agreement are and will be used for the purpose of redevelopment of the Property and not for speculation in land holding. The Redeveloper further recognizes that in view of:

(a) the importance of the redevelopment of the Property to the general welfare of the community;

(b) the substantial public aid that has been made available by law and by the federal and local governments for the purpose of making such redevelopment possible; and

(c) the fact that a Transfer of interest in the Redeveloper or the Project or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in the ownership or distribution of such interest or with respect to the identity of the Persons in control of the Redeveloper or the degree thereof, is for practical purposes a Transfer or disposition of the Property or part thereof then owned by the Redeveloper, the qualifications and identity of the Redeveloper, and its owners, are of particular concern to the community and the Agency. The Redeveloper further recognizes that it is because of such qualifications and identity that the Agency is entering into this Agreement with the Redeveloper, and, in so doing, is further willing to accept and rely on the obligations of the Redeveloper for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring, in addition, a surety bond or similar undertaking for such performance of all undertakings and covenants in this Agreement.

6.02. Prohibition Against Transfer of Interest; Binding Upon Owners Individually. For the foregoing reasons, and except as provided in Section 6.03 hereof, the Redeveloper represents and agrees for itself, its members, and any successor in interest of itself and its members, respectively, that prior to completion of the Project, as certified by the Agency, and without the prior written approval of the Agency, which approval shall not be unreasonably conditioned, denied, delayed or withheld,

(a) there shall be no Transfer by any Person owning ten percent (10%) or more of the Redeveloper (which term shall be deemed for the purposes of this and related provisions to include successors in interest of such part thereof or interest therein), (b) nor shall any such owner suffer any such Transfer to be made, (c) nor shall there be or be suffered to be by the Redeveloper, or by any owner of ten percent (10%) or more thereof, any other similarly significant change in the ownership or in the relative distribution thereof, or with respect to the identity of the Persons in control of the Redeveloper or the degree thereof, by any other method or means, whether by increased capitalization, merger with another corporation, corporate or other amendments, issuance of additional or new interest or classification of interest, or otherwise. With respect to this provision, the Redeveloper and the Persons signing this Agreement on behalf of the Redeveloper represent that they have the authority of all of its existing members and/or stockholders to agree to this provision on their behalf and to bind them with respect thereto.

6.03. Permitted Transfers of Property and Assignment of Agreement. (a) The Redeveloper represents and agrees for itself and its successors and assigns, that it shall not undertake a Transfer except as permitted in Section 6.03(b).

(b) The following Transfers are permitted without the approval of the Agency:

(1) Transfers by way of security for, and only for, (i) the purpose of obtaining financing necessary to enable the Redeveloper or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to undertaking the Project under this Agreement, and (ii) any other purpose authorized by this Agreement; or

(2) Transfers to the ultimate tenants of the residential units within the Project provided such leases are made explicitly contingent upon the Declaration(s); or

(3) Transfers of any individual parts of the Property on which the Improvements to be constructed thereon have been completed, and which, by the terms of this Agreement, the Redeveloper is authorized to convey or lease as such Improvements are completed; or

(4) Transfers by the Redeveloper of its rights under this Agreement, but only upon the following conditions: (i) such Transfer must be to, (A) an Affiliate of the Redeveloper, or (B) third-parties to which easements would conventionally be granted in connection with services (i.e., utility companies); (ii) in the event of an assignment to an Affiliate, (X) the successor and assignee of the Redeveloper shall assume all of the obligations of the Redeveloper hereunder, but the Redeveloper shall remain primarily liable for the performance of the Redeveloper's obligations; (Y) a copy of the written instrument of assignment and assumption of this Redevelopment Agreement shall be delivered to the Agency for review and approval prior to execution, and once approved and executed, fully executed copies shall be provided to the Agency promptly; and (Z) such assignment must not violate any of the Government Approvals.

(c) There shall be submitted to the Agency, for review only, all instruments and other legal documents involved in effecting a Transfer described in this Section 6.03(b).

(d) The Agency may approve a Transfer that does not meet the request of Section

6.03(b) provided such Transfer is requested in writing by the Redeveloper and approved in writing by the Agency and further provided that:

(1) Any proposed Transferee shall have the qualifications and financial responsibility, as determined by the Agency, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Redeveloper (or, in the event the Transfer is of or relates to part of the Property, such obligations to the extent that they relate to such part).

(2) Any proposed Transferee, by instrument in writing reasonably satisfactory to the Agency and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the Agency, have expressly assumed all of the obligations of the Redeveloper under this Agreement and agreed to be subject to all the conditions and restrictions to which the Redeveloper is subject (or, in the event the Transfer is of or relates to part of the Property, such obligations, conditions, and restrictions to the extent that they relate to such part); provided that the fact that any Transferee of, or any other successor in interest whatsoever to, the Property or any part thereof, shall not, whatever the reason, have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed in writing by the Agency) relieve or except such Transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the Agency of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of this provision, together with other provisions of this Agreement (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement), that no Transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the Agency of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the Improvements that the Agency would have had, had there been no such Transfer or change.

(3) The consideration payable for the Transfer by the Transferee or on its behalf shall not exceed an amount representing the actual cost (including carrying charges, an internal rate of return of fifteen percent (15%) per annum, and any of the Redeveloper's actual infrastructure expenditures (i.e., roadways, utilities, etc.) on and off the site necessary or required for the Project) to the Redeveloper of the Property (or allocable to the part thereof or interest therein Transferred) and the Improvements, if any, theretofore made thereon by it; it being the intent of this provision to preclude assignment of this Agreement or Transfer of the Property (or any parts thereof other than those referred to in Section 6.03(b)(2)) for profit prior to the completion of the Improvements.

(4) The Redeveloper and its Transferee shall comply with such other conditions as the Agency reasonably finds necessary to achieve and safeguard the purpose of the Act and the Redevelopment Plan; provided that in the absence of specific written agreement by the Agency to the contrary, no such Transfer or approval by the Agency thereof shall be deemed to relieve the Redeveloper, or any other Person bound in any way by this Agreement or otherwise with respect to the construction of the Improvements, from any of its obligations with respect thereto.

6.04. Information as to Stockholders/Owners. In order to assist in the effectuation of the purposes of this Article VI and the statutory objectives generally, the Redeveloper agrees that during the period between execution of this Agreement and completion of the Project as certified by the Agency, (a) the Redeveloper will promptly notify the Agency of any and all changes whatsoever in the ownership of interest or stock, legal or beneficial, or of any other act or transaction involving or resulting in any change in the ownership of the Redeveloper or in the relative distribution or ownership in the Redeveloper, or with respect to the identities of the Persons in control of the Redeveloper or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information; and (b) the Redeveloper shall, at such time or times as the Agency may request, furnish the Agency with a complete statement, subscribed and sworn to by an executive officer of the Redeveloper, setting forth all of the owners of the Redeveloper and the extent of their respective holdings, and in the event any other Persons have a beneficial interest in the Redeveloper, their names and the extent of such interest, all as determined or indicated by the records of the Redeveloper, by specific inquiry made by any such officer, of all Persons who on the basis of such records own ten percent (10%) or more of the Redeveloper, and by such other knowledge or information as such officer shall have. Such lists, data, and information shall in any event be furnished to the Agency within thirty (30) days of the Effective Date and annually thereafter on the anniversary of the Effective Date until the issuance of a Certificate of Completion for the Property.

ARTICLE VII DEFAULT

7.01. Events of Default. Prior to completion of the Project, as applicable and as certified by the Agency, each of the following shall constitute an event of default (an "Event of Default"):

(a) If the Redeveloper fails to pay any portion of any sum payable to the Agency hereunder, as the same shall become due and payable, and such failure shall have continued for a period of fifteen (15) Days after notice specifying such failure and demanding that such sum be paid shall have been given to the Redeveloper, in accordance with Section 12.01 hereof, by or on behalf of the Agency. In the event the Redeveloper fails to pay the amount(s) due for more than fifteen (15) Days, the amount due shall accrue interest at the rate of five percent (5%) per annum.

(b) If the Redeveloper or its successor in interest shall default in or violate its obligations with respect to the construction of the Project in a material respect (including the dates for the beginning and completion of the Project), or shall abandon or substantially suspend construction work (unless such suspension arises out of an event of Force Majeure or other sanctioned delay set forth in this Agreement), and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months (six (6) months if the default is with respect to the date for completion of the Project) after written demand by the Agency to do so or such longer period if incapable of cure within such three (3) or six (6) month period, provided that Redeveloper has commenced and is diligently prosecuting such cure.

(c) If the Redeveloper or its successor in interest shall fail to pay any Impositions when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's, mechanics'

or construction lien, or any other unauthorized encumbrance or lien to attach and such Imposition shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Agency made for such payment, removal, or discharge, within ten (10) Days after written demand by the Agency to do so.

(d) If there is, in violation of this Agreement, any prohibited Transfer, including a prohibited Transfer of the fee title to the Property or a part thereof. Prohibited Transfers shall be void *ab initio*.

(e) If the Redeveloper is dissolved, or shall file a voluntary petition in bankruptcy or for reorganization or for an arrangement pursuant to the Bankruptcy Act or any similar law, Federal or State, now or hereafter in effect, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall suspend payment of its obligations, or shall take any action in furtherance of the foregoing; or if Redeveloper shall consent to the appointment of a receiver, or an answer proposing the adjudication of Redeveloper as a bankrupt or its reorganization pursuant to the Bankruptcy Act or any similar law, Federal or State, now or hereafter in effect, shall be filed in and approved by a court of competent jurisdiction and the order approving the same shall not be vacated or set aside or stayed within sixty (60) Days from entry thereof, or if the Redeveloper shall consent to the filing of such petition or answer.

(f) If the Redeveloper fails to perform any obligation or violates any covenant under this Agreement, Governmental Approvals or Applicable Law.

(g) If the Redeveloper fails to build, deed restrict, screen prospective tenants and/or place income-eligible tenants in the Affordable Housing Units.

7.02. Initial Remedy Upon Default. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions by any Party hereto or any successor to such Party, such Party (or successor) shall, within thirty (30) Days (or such other period provided herein) of receiving written notice from another, commence to cure or remedy such default or breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within the time periods for cure set forth in this Agreement, or if there is no designated time for cure, within a reasonable time, the aggrieved Party may, in addition to such other rights as specified in this Agreement, institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

7.03. Agency's Right of Reverter. Subject to rights of any mortgage and/or pledge holder as set forth in Sections 4.04 and 4.05 herein, upon the occurrence of an Event of Default as set forth in Section 7.01(d) or (e), the Agency shall have the right at its option upon one hundred eighty (180) Days' written notice to Redeveloper, in accordance with Section 12.01 hereof, and any mortgagee of the Redeveloper in accordance with Section 4.03 hereof, to enter and take possession of the Property, provided that if Redeveloper cures the Event of Default as set forth in Section 7.01(d) or (e) within the foregoing one hundred eighty (180) Day period, then Agency's notice of reverter shall be null and void. At the same time that the Agency enters onto and takes possession of the Property, Redeveloper shall execute and deliver a deed to the Agency for the

Property subject to the rights of any mortgage holder, as set forth in Article IV herein, and the bondholders, if any. Upon the occurrence of any such conveyance, this Agreement shall be deemed terminated and there shall be no further rights or obligations of the parties except those rights reserved to a mortgage holder or as otherwise expressly set forth in this Article VII. This provision shall be set forth in the Declaration(s). Any vesting of title in the Agency under this Section 7.03 shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage permitted by this Agreement for the protection of the holders of such mortgage.

7.04. Resale of Property. Upon the vesting in the Agency of the title to the Property as provided in Section 7.04, the Agency shall, pursuant to its responsibilities under Applicable Law, use its best efforts to resell the Property at fair market value (subject to such permitted mortgage liens as may exist against the Property). Such sale shall be made, as soon and in such manner as the Agency shall find feasible and consistent with the objectives of Applicable Law and of the Redevelopment Plan, to a qualified and responsible party or parties, as determined by the Agency in its reasonable discretion, who will assume the obligation of completing such other Improvements as shall be reasonably satisfactory to the Agency and in accordance with the uses specified for the Property in this Agreement and the Redevelopment Plan. Upon any resale of the Property, the proceeds thereof shall be applied:

(a) First, to all acquisition costs incurred by the Agency in connection with the possession, management and resale of the Property; all taxes, payments in lieu of taxes, assessments, and water and sewer charges with respect to the Property, or any part thereof; any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property, at the time of the vesting of title thereto in the Agency or to discharge or prevent from attaching, or being made, any subsequent encumbrances or liens due to obligations, defaults, or acts of Redeveloper, its successors or Transferees; any expenditures made or obligations incurred with respect to the completion of the Project or any part thereof on the Property, or any part thereof; and any amounts otherwise owed to the Agency by Redeveloper and its successors or Transferees in accordance with the terms of this Agreement; and

(b) Second, to reimburse the Redeveloper, its successor or Transferee, up to the amount equal to the Redeveloper's actual costs associated with the Property, including land acquisition (including the applicable purchase price), legal, engineering, planning, site improvement, marketing and other project development costs. Any balance remaining after such reimbursements shall be retained by the Agency as its property.

7.05. Remedies in the Event of Termination of the Agreement. In the event that, in violation of this Agreement, the Redeveloper (or any successor in interest) assigns or attempts to assign this Agreement or any rights in the Project or Property or part thereof, contrary to the provisions of this Agreement or if any other Event of Default occurs, then this Agreement, and any rights of the Redeveloper or its assignee or Transferee in this Agreement or arising therefrom with respect to the Agency or the Property or part thereof, shall, at the option of the Agency, be terminated and there shall be no further rights or obligations of the Parties, except as expressly set forth in this Article VII and as shall explicitly survive termination. In the event of such termination, the Agency shall terminate the Redeveloper's designation as the redeveloper of the Project. In the

event of such termination, the Redeveloper shall remain fully responsible for payment of the Administrative Fee and for payment of any Professional Services Fees incurred by the Agency which exceed the Professional Services Fee Deposit. The Redeveloper shall reimburse the Agency for all costs and/or damages (including reasonable counsel fees) incurred by the Agency on account of the default of the Redeveloper. The Agency shall have the right to apply to the aforementioned costs or damages incurred by the Agency as aforesaid, any funds of the Redeveloper held or controlled by the Agency at the time of such default and termination.

7.06. Agency's Remedy in Event of Redeveloper's Failure to Provide Affordable Housing Units. In addition to all other remedies available to the Agency, in the event Redeveloper fails to deliver any of the Affordable Housing Units, Redeveloper shall pay to Agency, upon Agency's written demand, damages in the amount of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) for each Affordable Housing Unit not provided.

7.07. No Waiver of Rights and Remedies by Delay. Any delay by the Agency in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights or shall not deprive the Agency of or limit the Agency's rights in any way (it being the intent of this provision that the Agency should not be constrained so as to avoid the risk of being deprived or limited in the exercise of the remedies provided herein by those concepts of waiver, laches, or otherwise to exercise such rights at a time when the Agency may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the Agency with respect to any specific default by the Redeveloper under this Agreement be considered or treated as a waiver of the rights of the Agency with respect to any other defaults by the Redeveloper under this Agreement or with respect to the particular default except to the extent specifically waived in writing.

7.08. Rights and Remedies Cumulative. The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other Party. No waiver made by either such Party with respect to the performance, or manner or time thereof, or any obligation of the other Party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the Party making the waiver with respect to the particular obligation of the other Party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the Party making the waiver or any other obligations of the other Party.

ARTICLE VIII

REPRESENTATIONS, WARRANTIES AND COVENANTS

8.01. Representations, Warranties and Covenants of Redeveloper. Redeveloper represents and warrants to the Agency that this Agreement has been duly authorized, executed and delivered by Redeveloper and, on the Effective Date will constitute a legal, valid and binding obligation of Redeveloper enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and subject to the availability of equitable remedies; and the execution and delivery of this Agreement by Redeveloper and consummation of the transactions contemplated hereby does not violate, conflict with or constitute a default under the provisions of any agreement, understanding or arrangement to which Redeveloper is a party or by which it is bound or the certificate of incorporation, by-laws, certificate of formation, operating agreement or partnership agreement of Redeveloper, or any statute, rule, regulation, ordinance, order or decree in force as of the date hereof. Redeveloper represents and warrants that it has obtained all necessary licenses and certifications and further that it will be qualified to do business in New Jersey on and after the Effective Date.

8.02. Representations and Warranties of the Agency. The Agency represents and warrants to Redeveloper that this Agreement has been duly authorized by virtue of a certain Resolution, executed and delivered by the Agency and, on the Effective Date, will constitute a legal, valid and binding obligation of the Agency enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights and subject to the availability of equitable remedies; and the execution and delivery of this Agreement by the Agency and consummation of the transactions contemplated hereby does not violate, conflict with or constitute a default under the provisions of any agreement, understanding or arrangement to which the Agency is a party or by which it is bound or any statute, rule, regulation, ordinance, order or decree in force as of the date hereof.

ARTICLE IX **PREPARATION AND SUBMISSION OF** **PLANS AND SPECIFICATIONS FOR DEVELOPMENT**

9.01. Filing of Preliminary and Final Site Plan. The Redeveloper obtained Planning Board approval of the Preliminary and Final Site Plan of the Project (the "**Preliminary and Final Site Plan**") in accordance with ordinances of the City and the Municipal Land Use Law (N.J.S.A. 40:55D-1 *et seq.*), as the same may be amended from time to time.

9.02. Construction Plans. Redeveloper shall provide the Agency with written notice of the submission of the Construction Plans to the City Building Department concurrently with such submission. If requested by Agency in writing, the Redeveloper shall, at its own cost, submit the final Construction Plans and revisions thereto to the Agency.

ARTICLE X
JERSEY CITY REDEVELOPMENT PAY-TO-PLAY REFORM ORDINANCE

10.01. Redevelopment Pay-to-Play Reform Ordinance. Redeveloper acknowledges that the City has adopted a Redevelopment Pay-to-Play Reform Ordinance, Ordinance 09-096 (the "**Ordinance**").

10.02. Compliance with the Ordinance. Redeveloper agrees to comply with all the terms, conditions and requirements of the Ordinance, as may be amended from time to time.

10.03. Violation. Any violation of the provisions of this Article X or the Ordinance shall constitute a breach of and default under this Redevelopment Agreement.

ARTICLE XI
LABOR AND EMPLOYMENT

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

11.02. Project Labor Agreement. If applicable, the Redeveloper or its designee shall execute a project labor agreement if required by Ordinance 17-104 as it exists or as it may be amended from time to time. If applicable, a copy of the fully executed project labor agreement shall be provided to the City within fourteen (14) Days of the Redeveloper's receipt of a fully and unconditionally execution of the project labor agreement by all applicable Persons.

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

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

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

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

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

(d) Participate annually during the term of this Agreement in the Jersey City Summer Internship Program, also known as the Jersey City Youth Works, or other similar programs run by the City, or cause an affiliate of the Redeveloper, or the general contractor for the Project to do so. Applications for the internships can be submitted at the Workforce Information Session.

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

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

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

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause and any such notices provided by the Agency which are consistent therewith.

(b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin.

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

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

ARTICLE XII
NOTICES AND DEMANDS

12.01. Manner of Notice. A notice, demand, or other communication required under this Agreement by either Party to the other shall be considered given and delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by nationally recognized overnight mail carrier or delivered personally at the addresses listed below for each Party.

- (a) In the case of the Redeveloper, addressed to:

B.L.E.S.C. Housing Group
c/o Cynthia McLeod Blue
375 Cator Avenue
Jersey City, New Jersey 07305-2043

with a copy to:

Eugene P. O'Connell, Esq.
853 Summit Avenue
Jersey City, NJ 07307

- (b) In the case of the Agency, addressed to:

Diana H. Jeffrey, Esq., Executive Director
Jersey City Redevelopment Agency
4 Jackson Square
Jersey City, New Jersey 07305

with a copy to:

Mark S. Hanna, Esq.
Kinney Lisovicz Reilly & Wolff PC

299 Cherry Hill Rd. Suite 300
PO Box 912
Parsippany, New Jersey 07054

(c) At such other addresses as a Party may, from time to time, designate in writing and mail to the other as provided herein.

ARTICLE XIII **MISCELLANEOUS**

13.01. Agency's Right to Engineering and Architectural Data. Upon termination of this Agreement pursuant to any provisions hereof, Redeveloper shall furnish to the Agency without charge or fee, reproducible copies of all surveys, engineering and architectural studies, drawings, reports (including those obtained by Redeveloper through having performed soils testing and analysis in accordance with Sections 2.03 and 2.04 hereof) and other data prepared by or for Redeveloper with respect to the Property and the contemplated development thereof.

13.02. Force Majeure. It is agreed that the deadline stated herein for construction of the Project shall be extended by the Agency if completion of the construction of the Improvements is prevented by an event of Force Majeure, in which case any unexpired deadline shall be extended for the period of the enforced delay, as reasonably determined by the Agency, provided that the Redeveloper shall, within ten (10) Days after the beginning of any such enforced delay, have notified the Agency in writing of the cause or causes thereof, and requested an extension for the period of the enforced delay.

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

13.04. Redeveloper Not to Construct Over Utility Easements/Relocation of Utilities. The Redeveloper shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities described or referred to in Section 13.03 herein, unless such construction is provided for in such easement or has been approved by the Agency and the City. If approval for such construction is requested by the Redeveloper, the Agency shall use its best efforts to assure that such approval shall not be withheld or delayed unreasonably. The Redeveloper shall be responsible for, and shall assume the cost for, the relocation of all utilities required for the Project notwithstanding any provision in the Act to the contrary.

13.05. Maintenance. The Redeveloper shall be responsible for maintenance and security of the Property subject to this Agreement until such time as Redeveloper no longer owns or leases the Property or parts thereof.

13.06. Construction Sign. The Redeveloper shall provide and erect a construction sign at the site before the start of construction, and shall maintain the sign until the completion of the

Project. The sign shall be in a size and in accordance with the design provided by the Agency and shall be separate from any sign erected by the Redeveloper to advertise the Project.

13.07. Entire Agreement. Except as further described herein, this Agreement constitutes the entire Agreement of the Parties and supersedes the prior or contemporaneous writings, discussions, or agreements between the Parties with respect to the subject matter hereof and may not be modified, or amended except by a written agreement specifically referring to this Agreement signed by all the Parties hereto.

13.08. Consents and Approvals. Any consent or approval required of either Party pursuant to any term of this Agreement shall not be unreasonably withheld, denied or delayed by the other Party.

13.09. Titles of Articles and Sections/Headings. Any titles of the several Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. The Article and Section headings contained in this Agreement are inserted for reference purposes only and shall be given no weight in the construction of this Agreement. None of the headings or titles of Articles and Sections are intended to limit or define the contents of the Articles and Sections.

13.10. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument.

13.11. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

13.12. Governing Law. This Agreement shall be governed by and construed in accordance with the Applicable Laws of the State of New Jersey.

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IN WITNESS WHEREOF, the Agency has caused this Agreement to be duly executed in its name and on its behalf, and its seal to be hereunto duly affixed and attested, and the Redeveloper has caused this Agreement to be duly executed in its name and behalf by its Authorized Signatory, on or as of the day first above written.

ATTEST:

JERSEY CITY REDEVELOPMENT AGENCY,
a body corporate & politic of the State of N.J.

By: _____
Diana Jeffrey,
Executive Director and Secretary

By: _____
Hon. Daniel Rivera,
Chairman

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

BE IT REMEMBERED, that on _____, 2023, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Diana H. Jeffrey, Esq., who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Executive Director and Secretary of **JERSEY CITY REDEVELOPMENT AGENCY**, a body corporate and politic, and the body corporate and politic named in the within instrument; that Hon. Daniel Rivera is the Chairman of said body corporate and politic; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Commissioners of the body corporate and politic; that deponent well knows the seal of the body corporate and politic; and that the seal affixed to said instrument (if affixed) is the proper corporate seal and was thereto affixed and said instrument signed and delivered by Hon. Daniel Rivera, the Chairman, as and for the voluntary act and deed of said body corporate and politic, in presence, who thereupon subscribed her name thereto as attesting witness.

Sworn and subscribed to before me
this ____ day of _____, 2023

Notary Public of the State of NJ
My Commission Expires _____

WITNESS:

B.L.E.S.C. HOUSING GROUP,
Redeveloper

By: _____
Name: _____

By: _____
Name: Anthony C. Smith
Title: President

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

BE IT REMEMBERED, that on _____, 2023, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared _____ **with the actual authority to bind B.L.E.S.C. HOUSING GROUP**, who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that s/he is the individual named in the within Instrument and that s/he signed, sealed and delivered the attached document as and for his/her act and deed.

Sworn and subscribed to before me
this ____ day of _____, 2023

Notary Public of the State of NJ
My Commission Expires _____

SCHEDULE A
PROPERTY

The Property is 314-316 Martin Luther King, Jr. Drive, which is identified on the City of Jersey City tax maps as Block 22604, Lot 24 on the official tax map of the City, located in the Jackson Hill Redevelopment Area.

[ATTACH METES AND BOUNDS]

SCHEDULE B
PROJECT DESCRIPTION & CONCEPT PLAN

Redeveloper now proposes to develop the Property with a project consisting of a five (5) story building of approximately 19,787 square feet, containing 18 residential units and a ground floor commercial space; the 18 residential units shall be maintained and deed-restricted as Low-to-Moderate Income Units, as defined herein, and which shall be subject to the Affordability Controls defined and set forth herein.

[See Concept Plan, attached.]

SCHEDULE C
DEVELOPMENT TIMETABLE

<u>Tasks</u>	<u>Completion</u>
1. Closing on Property	_____, or on such other date as may be set by the Parties pursuant to the Purchase and Sale Agreement
2. Site Plan/Government Approvals	Within 3 Months of Effective Date
3. Obtain Construction Permits	Within 3 Months of Effective Date
4. Commencement of Construction	Within 6 Months After Obtaining Construction Permits
5. Completion of Construction & Issuance of Certificate of Occupancy	12 Months After Commencement of Construction
6. Occupancy of Units	Within 3 Months After Issuance of Certificate of Occupancy

SCHEDULE D
FORM DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (hereinafter, the "**Declaration**") is made this ____ day of _____, 2023 by _____, an individual with actual authority to bind B.L.E.S.C HOUSING GROUP (hereinafter, the "**Declarant**"), with an address at 375 Cator Avenue, Jersey City, New Jersey, 07305-2043 c/o Cynthia McLeod Blue.

WITNESSETH:

WHEREAS, the Declarant is the developer of certain real property located in the City of Jersey City, Hudson County, New Jersey, designated as Block 22604, Lot 24 shown on the official current tax map of the City, located at 314-316 Martin Luther King, Jr. Drive, and set forth and described on Schedule A attached hereto (hereinafter, the "**Property**"); and

WHEREAS, in accordance with the criteria set forth in the Local Redevelopment and Housing Law, the City of Jersey City (the "**City**") established an area in need of redevelopment designated as the Jackson Hill Redevelopment Area (the "**Redevelopment Area**") and subsequently adopted a redevelopment plan for the Redevelopment Area entitled the "Jackson Hill Redevelopment Plan" (as may be further amended and supplemented from time to time, the "**Redevelopment Plan**"); and

WHEREAS, in furtherance of the Redevelopment Plan, the Jersey City Redevelopment Agency, a public body corporate and politic of the State of New Jersey (the "**Agency**"), with its office at 4 Jackson Square, Jersey City, New Jersey 07305 and Declarant have entered into a Redevelopment Agreement (the "**Redevelopment Agreement**") dated _____ concerning a program for the redevelopment of the Property (the "**Project**"); and

WHEREAS, pursuant to the Redevelopment Agreement, the Declarant is required to record this Declaration setting forth certain covenants and restrictions concerning the use and Transfer of the Property; and

WHEREAS, the Declarant desires and intends to give notice to all future owners of the Property in accordance with the Redevelopment Agreement as set forth herein,

NOW, THEREFORE, in consideration of the facts recited above, the Declarant for itself, its successors and assigns, hereby covenants, agrees and declares, in perpetuity, the following:

The terms of the attached Restrictions shall run with and be binding upon the Property.

A. RESTRICTIONS. Declarant for itself and on behalf of its successors and assigns, covenant and agree that it shall:

(a) Devote the Property to the uses specified in the Redevelopment Plan, as may be amended, and shall not devote the Property to any other use(s); and

(b) Not discriminate upon the basis of age, race, color, creed, religion, ancestry, national origin, sex, sexual orientation or marital status in the sale, lease, rental, use or occupancy of the Property or any buildings or structures erected or to be erected thereon, or any part thereof; and

(c) In the sale, lease or occupancy of the Property, or any portion thereof, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sex, sexual orientation or marital status, and the Declarant, their successors and assigns, shall comply with all State and local laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex, sexual orientation or marital status; and

(d) Use the Property solely for the purpose of the redevelopment of the Property as provided in the Redevelopment Agreement and not for speculation in land holding; and

(e) As further described in Article VI of the Redevelopment Agreement, prior to the issuance of a Certificate of Completion, not effect or execute any Transfer which is not permitted in accordance with the terms of the Redevelopment Agreement. Any such Transfer shall be void *ab initio*; and

(f) Manage, operate and restrict the rental of Affordable Housing Units in accordance with the Affordability Controls established in Section 2.14 of the Redevelopment Agreement; and

(g) Subject to rights of any mortgage and/or pledge holder as set forth in Sections 4.03, 4.04 and 4.05 of the Redevelopment Agreement, prior to the issuance of a Certificate of Completion, upon the occurrence of an Event of Default as set forth in Section 7.01(d) or (e) of the Redevelopment Agreement, the Agency shall have the right at its option upon one hundred eighty (180) days' written notice to Declarant, in accordance with Section 12.01 of the Redevelopment Agreement, and any mortgagee of the Declarant, to enter and take possession of the Property, provided that if Declarant cures the Event of Default as set forth in Section 7.01(d) or (e) of the Redevelopment Agreement within the foregoing one hundred eighty (180) day period, then Agency's notice of reverter shall be null and void. At the same time that the Agency enters onto and takes possession of the Property, Declarant shall execute and deliver a deed to the Agency for the Property, if applicable, subject to the rights of any mortgage holder, as set forth in Article IV of the Redevelopment Agreement, and the bondholders, if any. Upon the occurrence of any such conveyance, the Redevelopment Agreement shall be deemed terminated and there shall be no further rights or obligations of the parties except those rights reserved to a mortgage holder or as otherwise expressly set forth in Article VII of the Redevelopment Agreement. Any vesting of title in the Agency of the Property under Section 7.03 of the Redevelopment Agreement shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage permitted by the Redevelopment Agreement for the protection of the holders of such mortgage.

The agreements and covenants set forth above shall be covenants running with the land

and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Redevelopment Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns, and any successor in interest to the Property, or any part thereof, against the Declarant, their successors and assigns and every successor in interest therein, and any Person in possession or occupancy of the Property or any part thereof. The agreements and covenants set forth in Sections A(a) and A(d) shall remain in effect until the expiration of the Redevelopment Plan (at which time such agreements and covenants shall cease and terminate) and that the agreements and the covenants provided in Sections A(b), A(c) and A(f) shall remain in effect without limitation as to time, provided that such agreements and covenants shall be binding on the Declarant, each successor in interest to the Project, the Property, or any part thereof, and each party in possession or occupancy, respectively, only for such period as Declarant or such successor or party shall have title to, or an interest in, or possession or occupancy of the Property, the buildings and structures thereon or any part thereof. Upon written confirmation from the City that the obligations under Section A(e) and Section A(g) have been satisfied or terminated, the Agency will execute a discharge of Section A(e) and Section A(g) of this Declaration.

B. RESTRAINTS AGAINST TRANSFERS. In addition to and not limitation of the restraints set forth at (A)(e) above, Declarant represents and agrees for itself, its members, and any successor in interest of itself and its members, respectively, that prior to completion of the improvements on the Property as certified by the Agency, and without the prior written approval of the Agency (which approval shall not be unreasonably conditioned, denied, delayed or withheld), (a) there shall be no Transfer by any Person owning ten percent (10%) or more of the membership interest in the Declarant (which term shall be deemed for the purposes of this and related provisions to include successors in interest of such membership interest or any part thereof or interest therein), (b) nor shall any such owner suffer any such Transfer to be made, (c) nor shall there be or be suffered to be by the Declarant, or by any owner of ten percent (10%) or more of the membership interest therein, any other similarly significant change in the ownership of such membership interest or in the relative distribution thereof, or with respect to the identity of the Persons in control of the Declarant or the degree thereof, by any other method or means, whether by increased capitalization, merger, amendments to an applicable operating agreement, or otherwise.

In the event of any attempted Transfer in violation of this Section B or Section (A)(e), the Agency shall be entitled to the ex parte issuance of an injunction restraining such Transfer, and the recovery of legal fees and related expenses of the Agency in connection with any such legal action. Upon the issuance of a Certificate of Completion in accordance with the Redevelopment Agreement, the prohibitions against Transfers set forth in this Section B shall be of no further force and effect with respect to the Property.

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FORM SIGNATURE PAGE TO SCHEDULE D – TO BE EXECUTED SEPARATELY

SCHEDULE E
FORM PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") made this _____ day of _____, 2023 (the "Effective Date") by and between the **JERSEY CITY REDEVELOPMENT AGENCY** (the "Agency" or "Seller"), a body corporate and politic of the State of New Jersey, having its address at 4 Jackson Square, Jersey City, New Jersey 07305, and **B.L.E.S.C. HOUSING GROUP** (the "Buyer") having its address at 375 Cator Avenue, Jersey City, New Jersey, 07305-2043 c/o Cynthia McLeod Blue, and individually referred to as a "Party" and collectively the "Parties."

1.0 Background

1.1 The Seller is the owner of certain real property located in the City of Jersey City, County of Hudson, New Jersey (the "City"), commonly known as 314-316 Martin Luther King, Jr. Drive, Jersey City, New Jersey, and designated as Block 22604 Lot 24 on the Tax Maps of the City (the "Property").

1.2 By Municipal Council resolution adopted pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et. seq., the City included the Property as part of a duly designated "area in need of redevelopment" known as the "Jackson Hill Redevelopment Area" (the "Redevelopment Area"). The Municipal Council adopted an ordinance approving a redevelopment plan for the Redevelopment Area known as the "Jackson Hill Redevelopment Plan" (as amended, the "Redevelopment Plan").

1.3 Buyer and Seller are parties to that certain Redevelopment Agreement with an Effective Date of _____ (the "Redevelopment Agreement") which provides for the transfer of the Property to facilitate the Project as defined in the Redevelopment Agreement.

2.0 Agreement to Sell The Seller agrees to sell the Property to the Buyer and the Buyer agrees to buy the Property from the Seller upon the terms and conditions set forth below and pursuant to the Redevelopment Agreement.

3.0 Property to be Conveyed The Property consists of all those certain lots, tracts or parcels of land defined as the "Property" above, together with any buildings and improvements thereon contained and the privileges contained and appurtenances thereto appertaining, including but not limited to all rights, title and interest of the Seller in and to any water rights, mineral rights, air rights, rights of surface support, adjoining strips and gores, and easements and rights-of-way incidental thereto. The legal description of the Property set forth in the Survey (as defined in Section 6.2 below), if different than in the deed vesting title into the Seller, Seller shall deliver the legal description of the Property. If such Survey is not certified to the Seller, Seller shall deliver a bargain and sale deed with covenants for the Property using the legal description in the deed vesting title into the Seller, and specify that the property being conveyed is "also described as" set

forth in the legal description of the Property set forth in the Survey, and shall quitclaim such legal description to the Buyer.

4.0 Purchase Price The purchase price for the Property is **One Hundred Thousand Dollars (\$100,000.00)** (the "**Purchase Price**"), payable in accordance with Section 5.0 herein.

5.0 Payment of Purchase Price

5.1 Upon execution of this Agreement, Buyer shall pay to Seller a deposit in the amount of **Five Thousand Dollars (\$5,000.00)** (the "**Deposit**"). The Deposit shall remain in escrow with the Seller in a non-interest bearing account, until the Closing. The Deposit shall be credited against the Purchase Price at the Closing and released to the Seller.

5.2 The Buyer agrees to pay the balance of the Purchase Price to the Seller on the Closing Date (as hereinafter defined) subject to the adjustments, if any, set forth in this Agreement, by certified or bank check or wire transfer of immediately available federal funds to an account or accounts designated in writing by the Seller.

6.0 Title

6.1 The Seller shall deliver a bargain and sale deed with covenants against grantors acts; however, Seller will not be delivering marketable and insurable title at regular rates by a "Title Company" as hereinafter defined (herein referred to as "**marketable title**") as the Buyer acknowledges and agrees that the Property may have tidelands claims, environmental conditions and/or other matters that would prevent the Property from having "marketable title." The Seller has a limited right to terminate this Agreement for title issues as set forth below.

6.2 The Buyer shall obtain, at the Buyer's cost and expense, a title report (the "**Title Report**") of the Property from a title company selected by the Buyer authorized to do business in the State of New Jersey (the "**Title Company**"), and the Buyer shall obtain a survey (the "**Survey**") of the Property by a licensed New Jersey surveyor, and furnish a copy of the Title Report and Survey to the Seller promptly after the Buyer receives same, but in no event later than sixty (60) days following the Effective Date. If anything in the Title Report or Survey constitutes a title defect which renders title to the Property to be less than marketable title, except as provided in Section 6.1, then the Buyer shall give notice thereof to the Seller, specifying in detail such title defect(s), before 5:00 p.m. on the date which shall be sixty (60) days following the Effective Date. The Seller shall cure, satisfy and/or discharge such title defect(s) by the earlier of (a) thirty (30) days from the date Seller receives the Title Report or Survey, or (b) the Closing Date as hereinafter defined (the "**Title Defect Cure Date**"). The Seller shall be obligated to remove title defect(s) or encumbrances relating to monetary liens, whether for loans, taxes, judgments or otherwise (herein referred to as "**Monetary Liens**") without any further notification by the Buyer but only to the extent of the Purchase Price. If the Seller fails to cure, satisfy or discharge title defects which render title to the Property to be less than marketable title, by the Title Defect Cure Date the Buyer shall have the right to terminate this Agreement on written notice to the Seller. If the Seller decides to cure, satisfy and/or discharge any title defect(s), the Buyer in its sole discretion may grant Seller

a reasonable adjournment of the Closing Date to do so but in no event shall such adjournment be for a period greater than ten (10) days. Without limiting the foregoing, the Seller or the Buyer may use any portion of the balance of the Purchase Price to discharge Monetary Liens. The Buyer shall have the right to continue any and all title searches to the Closing Date.

7.0. Closing of Title

7.1 It is agreed by the Parties hereto that the closing of title (the "**Closing**") shall take place at the offices of the counsel for the Seller, or at such other location as agreed to by the Parties, on or before thirty (30) days after the expiration of the Due Diligence Period (the "**Closing Date**").

7.2 On the Closing Date, the Seller shall deliver the following:

- (a) A fully and properly executed bargain and sale deed with covenants against grantor's acts, in recordable form to convey title to the Property;
- (b) An executed Affidavit of Title in form and substance reasonably acceptable to the Buyer and its Title Company;
- (c) An Internal Revenue Code Section 1445 Affidavit (FIRPTA);
- (d) Closing Statement;
- (e) Resolution approving this transaction and authorizing officers of Seller to take such acts and to execute and deliver such documents as are needed to effectuate same;
- (f) A properly completed and executed Affidavit of Consideration or Exemption and Seller's Residency Certification / Exemption;
- (g) An executed 1099-S; and
- (h) Any other necessary documents reasonably required by the Buyer, its attorney, or the Title Company.

7.3 On the Closing Date, the Buyer shall deliver the following:

- (a) A properly completed and executed Affidavit of Consideration or Exemption, if applicable; and
- (b) Any other necessary documents reasonably required by its Title Company.

8.0 Adjustments at Closing The following adjustments are to be made at the Closing as of the end of the Closing Date, if applicable: (i) real estate taxes on the basis of the

fiscal year for which assessed; (ii) water charges; (iii) sewer rents; (iv) gas; (v) electric; (vi) fuel (at the Seller's cost therefor); and (vii) any other items which shall be appropriate for adjustment under local closing standards and practices.

9.0 As-Is Condition THE PROPERTY IS BEING PURCHASED BY BUYER IN AN "AS IS" AND "WHERE IS" CONDITION AND WITH ALL EXISTING DEFECTS (PATENT AND LATENT) PURSUANT TO SUCH INSPECTIONS AND INVESTIGATIONS AND NOT IN RELIANCE ON ANY AGREEMENT, UNDERSTANDING, CONDITION, WARRANTY (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) OR REPRESENTATION MADE BY SELLER OR ANY AGENT OR EMPLOYEE OF SELLER OR ANY OTHER PARTY (EXCEPT AS OTHERWISE EXPRESSLY ELSEWHERE PROVIDED IN THIS AGREEMENT OR IN ANY DOCUMENT TO BE DELIVERED BY SELLER AT CLOSING) AS TO THE FINANCIAL OR PHYSICAL (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL AND/OR GEOPHYSICAL) CONDITION OF THE PROPERTY OR THE AREAS SURROUNDING THE PROPERTY, OR AS TO ANY OTHER MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO ANY PERMITTED USE THEREOF, THE ZONING CLASSIFICATION THEREOF OR COMPLIANCE THEREOF WITH FEDERAL, STATE OR LOCAL LAWS, AS TO THE INCOME OR EXPENSE IN CONNECTION THEREWITH, OR AS TO ANY OTHER MATTER IN CONNECTION THEREWITH. BUYER ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE EXPRESSLY ELSEWHERE PROVIDED IN THIS AGREEMENT OR IN ANY DOCUMENT TO BE EXECUTED AND DELIVERED BY SELLER AT CLOSING, NEITHER SELLER, OR ANY AGENT OR EMPLOYEE OF SELLER NOR ANY OTHER PARTY ACTING ON BEHALF OF SELLER HAS MADE OR SHALL BE DEEMED TO HAVE MADE ANY SUCH AGREEMENT, CONDITION, REPRESENTATION OR WARRANTY EITHER EXPRESS OR IMPLIED. IN PURCHASING THIS PROPERTY, BUYER AGREES AND ACKNOWLEDGES THAT IT IS SOLELY RELYING ON ITS OWN ASSESSMENTS, INVESTIGATIONS, INSPECTIONS, TESTS, REVIEWS, AND/OR STUDIES OF THE PROPERTY CONDUCTED DURING THE DUE DILIGENCE PERIOD PROVIDED BY SECTION 10.0 (DUE DILIGENCE PERIOD). THIS PARAGRAPH SHALL SURVIVE CLOSING AND DELIVERY OF THE DEED.

10.0 Due Diligence Period

10.1 The Buyer shall have a period of sixty (60) days from the Effective Date (the "**Due Diligence Period**") to conduct a review of all applicable laws, statutes, ordinances and regulations, the status of title to the Property and any other facts or matters relating to the Property which the Buyer shall deem appropriate. The due diligence review shall be performed at the Buyer's sole cost and expense.

10.2 In the event the Buyer shall determine in its sole and absolute discretion that it is not satisfied with the condition of the Property as a result of its review, the Buyer shall have the right to terminate this Agreement by written notice to the Seller given prior to 5:00 p.m. on the last day of the Due Diligence Period, in which event neither Party shall have any further rights nor liabilities hereunder thereafter (except as set forth in any provisions hereunder that expressly

survive termination of this Agreement). In the event that the Buyer does not terminate this Agreement prior to 5:00 p.m. of the last day of the Due Diligence Period as herein above provided, time being of the essence, the Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Article 10.

11.0 Right of Entry The Seller agrees to permit the Buyer or its duly authorized agents and representatives a right of entry for any purposes permitted under this Agreement and to otherwise conduct pre-closing inspections at any reasonable time prior to the Closing Date. The Buyer's right to enter upon the Property and to inspect same shall be conditioned upon the Buyer first furnishing the Seller with proof satisfactory to the Seller that all of the inspections to be conducted upon the Property by or on behalf of the Buyer shall be protected by liability insurance pursuant to a liability insurance policy having a single limit of not less than \$1,000,000, which policy shall be in form and issued by an insurance company licensed to do business in the State of New Jersey.

12.0 Assessment Special assessments for public improvements, if applicable, whether confirmed or unconfirmed, which have been commenced as of the date of this Agreement, are to be paid in full by the Buyer. Any assessment which has been commenced or completed and is payable in installments is to be paid by the Buyer.

13.0 Representations and Warranties

13.1 Buyer's Representations. Buyer hereby makes the following representations to Seller:

- a. Buyer is a Domestic Limited Liability Company duly organized in the State of New Jersey, and validly existing and in good standing under the laws of the State of New Jersey.
- b. Buyer has the full power, authority and legal right to execute and deliver this Agreement and to consummate the transactions and perform its obligations as contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action, and this Agreement has been duly and validly executed and delivered by Buyer.
- c. The person executing this Agreement on behalf of the Buyer has been duly authorized to execute this Agreement as a valid and binding obligation of the Buyer.
- d. Buyer has performed and observed, in all material respects, all covenants and agreements contained in this Agreement and the Redevelopment Agreement to be performed and observed by the Buyer as of the Closing.
- e. All of the representations and warranties of the Buyer contained in this Agreement and the Redevelopment Agreement are true and correct in all material respects as of the Closing.

- f. The Buyer has no knowledge of any pending or threatened legal action of any kind or character whatsoever affecting the Property which will in any manner interfere with the transfer of possession or title upon consummation hereof, nor has the Buyer knowledge that any such action is presently contemplated.
- g. There are no insolvency proceedings pending or to Buyer's knowledge, threatened against it.

13.2 Seller's Representations. Seller hereby makes the following representations to Buyer:

- a. Seller is a public body corporate and politic and a subdivision of the State of New Jersey. The Seller has the requisite power and authority to enter into this Agreement. The execution, delivery and performance by the Seller of this Agreement are within the authority of the Seller.
- b. The person executing this Agreement on behalf of the Seller has been duly authorized by Resolution to execute this Agreement as a valid and binding obligation of the Seller.
- c. Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended.
- d. The Seller has no knowledge of any pending or threatened legal action of any kind or character whatsoever affecting the Property which will in any manner interfere with the transfer of possession or title upon consummation hereof, nor has the Seller knowledge that any such action is presently contemplated.
- e. There are no insolvency proceedings pending or to Seller's knowledge, threatened against it.

13.3 The representations and warranties as set forth in this Agreement shall be continuing and shall be true and correct on and as of the Closing Date with the same force and effect as if made at that time and shall survive the closing of title.

14.0 Environmental

- a. "**Environmental Laws**" shall mean any applicable federal, state, local, municipal or other statutes, laws, ordinances, rules, regulations or other legally enforceable requirement, whether presently existing or hereinafter enacted, promulgated or otherwise created for the protection of the environment or human health from Hazardous Materials, as the same may be amended or supplemented from time to time, including, without limitation, (a) the New Jersey Spill Compensation and Control Act, as amended, *N.J.S.A. 58:10-23.11, et seq.*; (b) the New Jersey Industrial Site Recovery Act, as amended, *N.J.S.A. 13:1K-6, et seq.*; (c) the New Jersey Underground Storage of Hazardous Substances Act, as amended, *N.J.S.A. 58:10A-21, et seq.*; (d) the New Jersey Site Remediation Reform Act, *N.J.S.A. 58:10C-1, et seq.*; (e) the Comprehensive

Environmental Response, Compensation & Liability Act, as amended, 42 U.S.C. Section 9601, *et seq.*; (f) the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901, *et seq.*; (g) the Hazardous Material Transportation Act, as amended, 49 U.S.C. Section 180, *et seq.*; (h) the Occupational Safety and Health Act, as amended, 29 U.S.C. Section 651, *et seq.*; (i) the Brownfield and Contaminated Site Remediation Act, *N.J.S.A.* 58:10B-1, *et seq.*; (j) the Administrative Requirements for the Remediation of Contaminated Sites, *N.J.A.C.* 7:26C, *et seq.*; (k) the NJDEP Remediation Standards, *N.J.A.C.* 7:26D, *et seq.*; or the Technical Requirements for Site Remediation, *N.J.A.C.* 7:26E, *et seq.*

- b. **"Hazardous Materials"** shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in §101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601, *et seq.*) ("**CERCLA**") or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901, *et seq.*) ("**RCRA**") or regulations promulgated under RCRA; (iii) any substance regulated by ISRA or any regulations promulgated under ISRA, the Spill Compensation and Control Act (*N.J.S.A.* 58:10-23.11, *et seq.*) (the "**Spill Act**"), or any regulations promulgated under the Spill Act, the Solid Waste Management Act (*N.J.S.A.* 13:1E-1, *et seq.*), or any regulations promulgated under the Solid Waste Management Act; (iv) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601, *et seq.*); (v) gasoline, diesel fuel, or other petroleum hydrocarbons; (vi) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vii) polychlorinated biphenyls; (viii) radon gas; and (ix) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any Environmental Law, ordinance, rule or regulation, now or hereinafter enacted, or the common law, or any other applicable laws relating to the Project Site.
- c. The Parties hereby expressly acknowledge that neither the Seller, nor any of its collective officers, employees, agents, servants, guests, contractors, representatives, or administrators, has made, and the Seller is not liable for, responsible for, or bound in any manner by, any express or implied representation, warranties, covenants, agreements, obligations, guarantees, statements, information, or inducements pertaining to any part of the Property, the physical condition thereof, the fitness or quality thereof, the environmental condition thereof or any other matter or thing whatsoever with respect to the Property. Buyer acknowledges, agrees, represents, and warrants that it has been provided such access to the Property and any such other matters and to information and data relating to all of same as Buyer has considered necessary, prudent, appropriate or desirable for the purposes of this transaction and, without limiting the foregoing, that Buyer and its agents and representatives have been given the opportunity to independently inspect, examine, investigate, analyze, and appraise all of same. Buyer acknowledges and agrees that it is purchasing the Property in "AS IS" condition as of the date hereof, including, but not limited to, the environmental condition of the Property.

- d. The Parties further expressly acknowledge and agree that to the extent any portion of the Property requires environmental investigation or remediation, or causes any other property to require environmental investigation or remediation, the Seller and the City (intended third party beneficiary) shall have no responsibility therefor. The Parties expressly agree and acknowledge that it shall be the sole responsibility of the Buyer to undertake and pay the cost and expenses related to any and all environmental investigation or remediation, compliance with Environmental Laws, environmental testing, and/or other analyses for the Property, and that the Seller and the City have no obligation or liability whatsoever with respect to the environmental condition of the Property, or any other property for which any third-party may claim that Hazardous Materials originating from the Property are impacting thereon.
- e. Buyer shall defend, protect, indemnify and hold harmless the Seller and the City (intended third party beneficiary), and its collective officers, employees, agents, servants, guests, contractors, representatives, or administrators, from any claims which may be sustained as a result of any environmental conditions on, in, under or migrating to or from the Property, including, without limitation, claims against the Seller, the City, or its collective officers, employees, agents, servants, guests, contractors, representatives, or administrators, by any third party.
- f. Buyer and any person or entity claiming by, through or under Buyer, hereby agrees to fully release the Seller and the City (intended third party beneficiary), and its collective officers, employees, agents, servants, guests, contractors, representatives, or administrators, from any (i) any and all claims, costs, losses, liabilities, damages, expenses, demands, or causes of action, now or hereafter arising from or relate to any matter of any kind or nature relating to the Property and (ii) any and all responsibility and liability with respect to the environmental conditions at the Property, including the presence in the soil, air, structures, and groundwater of Hazardous Materials that have been or may in the future be determined to be toxic, hazardous, or subject to regulation and that may need to be specially treated, handled, and/or removed from the Property under current or future Environmental Laws.
- g. In the event that, after Buyer's acquisition, Hazardous Substances requiring Remediation are found on the Property, Buyer shall be solely responsible for Remediating such Hazardous Substances in accordance with Environmental Laws. **Buyer hereby agrees to forever discharge, waive and release any and all Environmental Claims against the Seller and/or City (intended third party beneficiary) with respect to the presence of Hazardous Substances on, beneath or migrating from the Property.**
- h. Buyer agrees to defend, indemnify and hold harmless Seller and/or City (intended third party beneficiary), and the Buyer shall pay, any and all liability, loss, cost, damage, claims, demands, judgments, fees, penalties or expenses, including reasonable attorneys' and/or expert witness fees, of any and all kinds or nature and however arising, which Seller may sustain, be subject to or be caused to incur by reason of any claim, suit or action arising out of or in connection with the presence of Hazardous

Substances on, beneath or migrating from the Property, any action or failure to act of the Seller or Buyer with respect to the conduct or performance of the Remediation of the Property based upon the current or former environmental condition of the Property.

- i. The provisions of this Article 14 shall survive the transfer of title to the Property

15.0 Risk of Loss The risk of loss to the Property until the Closing shall be on the Seller. In the event that the Property shall be destroyed or damaged by reason of fire, storm, accident or other casualty, the Buyer shall have the option on written notice to the Seller to either: (i) terminate this Agreement on written notice to the Seller, whereupon neither Party shall have any further rights nor liabilities hereunder thereafter (except for provisions that expressly survive termination of this Agreement); or, (ii) direct the Seller to assign to the Buyer at Closing the Seller's right to any casualty insurance proceeds resulting from such casualty (or if such insurance proceeds are not assignable, the Seller shall at Closing grant to the Buyer a credit against the Purchase Price in the amount of any such insurance proceeds), in all instances with Seller providing to the Buyer a credit against the Purchase Price for the amount of any applicable deductible. If the Buyer elects to have insurance proceeds assigned to the Buyer, the Seller shall not be required to repair or replace the damaged Property nor shall the Purchase Price be abated (except that if insurance proceeds have already been paid to the Seller by the Closing Date, the Buyer shall be credited with the amount so paid against the Purchase Price). If the Seller does not have insurance to cover any such destruction or damage or is unable to collect the insurance proceeds, then the Buyer shall have the option on written notice to the Seller to either (a) terminate this Agreement whereupon neither Party shall have any further rights or obligations except as otherwise set forth in this Agreement or (b) abate the Purchase Price in an amount necessary to repair or replace any such destruction or damage. The Buyer shall have the right to independently insure its interest in the Property, at the Buyer's sole cost and expense.

16.0 Condemnation In the event that the entire Property or a substantial part thereof shall have been taken by eminent domain or shall be in the process of being so taken, on the Closing Date, the Buyer shall have the option to terminate this Agreement on written notice to the Seller, whereupon neither Party shall have any further rights or liabilities hereunder thereafter (except for provisions that expressly survive termination of this Agreement). In the event any such taking shall not include a substantial part of the Property or in the event that the Buyer shall not terminate this Agreement pursuant to the preceding sentence, the Buyer shall accept the Property in the condition in which it is left following such taking, with an abatement of the Purchase Price measured by the proceeds of any condemnation award allowed. In the event the award has not been made or collected by the Seller on the Closing Date, the Seller shall assign to the Buyer at Closing all rights, title and interest of the Seller in the collection of such award and the Buyer shall accept the Property without abatement of the Purchase Price. As employed herein, the term "a substantial part of the Property" shall be deemed to mean (i) a part of the Property consisting of ten (10%) percent or more of the total area of the Property, or (ii) a part of the Property consisting of less than ten (10%) percent of the total area, but which renders the Property unsuitable for redevelopment.

17.0 Assignment The Buyer shall not assign this Agreement, except as provided in the Redevelopment Agreement.

18.0 Cooperation The Seller agrees to join in and/or execute any applications, petitions, agreements or other documents requested by the Buyer prior to the Closing regarding or affecting the Property for the purpose of facilitating the Buyer's procurement of permits and approvals including but not limited to governmental permits and certificates of occupancy. The Buyer shall bear all costs and expenses associated therewith.

19.0 Brokerage Commissions Each Party hereto represents to the other that no finders, agents or brokers ("**Broker**") have been involved with the introduction of the Buyer and the Seller and/or the purchase and sale of the Property. If either Party has employed any Broker, such Party agrees to indemnify, defend and hold harmless the other Party for any costs, fees and/or liens that may arise. This representation shall survive Closing.

20.0 Notices

20.1 All notices, requests, consents, approvals or other communications under this Agreement shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, or delivered by a nationally recognized overnight courier service which obtains delivery receipts (e.g., Federal Express) addressed

(a) In the case of the Buyer, addressed to:

B.L.E.S.C. Housing Group
c/o Cynthia McLeod Blue
375 Cator Avenue
Jersey City, New Jersey, 07305-2043

with a copy to:

Eugene P. O'Connell, Esq.
853 Summit Avenue
Jersey City, NJ 07307

In the case of the Seller, addressed to:

Diana H. Jeffrey, Esq., Executive Director
Jersey City Redevelopment Agency
4 Jackson Square
Jersey City, New Jersey 07305

with a copy to:

Mark S. Hanna, Esq.
Kinney Lisovicz Reilly & Wolff PC
299 Cherry Hill Rd. Suite 300
PO Box 912
Parsippany, New Jersey 07054

20.2 Either Party may, by notice given as aforesaid, change its address for all subsequent notices. A Party's attorney may deliver any notice on behalf of that Party.

20.3 All notices hereunder shall be effective upon the earlier of either three (3) days after mailing (if mailed) or one (1) business day after delivery to the nationally recognized independent overnight courier.

30.0 Miscellaneous

30.1 Governing Law, Forum Selection, and Waiver of Jury Trial. The Parties agree that this Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the Parties hereto irrevocably submits to, and consents to, the jurisdiction of the Superior Court of New Jersey, Hudson County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated thereby. Each of the Parties hereto irrevocably waives any objection to the laying of venue or that any such action or proceeding brought in said Court has been brought in an inconvenient forum. The Parties further agree that any claims relating to or arising out of this Agreement and the transactions contemplated thereby shall be tried before a Judge and without a trial by jury and irrevocably waives any right to a trial by jury.

30.2 Construction. The Seller and the Buyer waive any statutory or common law presumption which would serve to have this document construed in favor and against either Party as the drafter.

30.3 Entire Agreement. This Agreement and the Redevelopment Agreement represent the entire Agreement and understanding between the Parties hereto and no oral or written representations or promises have been made with respect thereto. This Agreement may not be altered or modified orally, but only by a written Agreement executed by the Parties hereto.

30.4 Captions and Headings. Captions and headings used herein are for reference only and are in no way to be deemed to define, limit, explain or amplify any provisions hereof.

30.5 Severability. In the event that any one or more of the provisions of this Agreement, or any parts thereof, shall be deemed invalid or unenforceable by any court of competent jurisdiction, or shall otherwise conflict with applicable law, such provisions, or parts thereof, shall be deemed deleted herefrom, and this Agreement shall be construed to give effect to the remaining provisions hereof, which shall be and remain in full force and effect.

30.6 Further Cooperation. Each of the Parties hereby agrees to execute, acknowledge, and deliver such other documents or instruments as the other may reasonably require from time to time to carry out the purposes of this Agreement.

30.7 Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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IN WITNESS WHEREOF the Parties have caused this Purchase and Sale Agreement to be executed as set forth below intending to be legally bound to the terms of this Agreement:

JERSEY CITY REDEVELOPMENT AGENCY

By: _____
Name: Diana H. Jeffrey
Title: Executive Director

BE IT REMEMBERED, that on _____, 2023, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Diana H. Jeffrey, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Executive Director of **JERSEY CITY REDEVELOPMENT AGENCY**, a public body of the State of New Jersey, the entity named in the within Instrument and that she signed, sealed and delivered the attached document as and for her act and deed and as the authorized act and deed of **JERSEY CITY REDEVELOPMENT AGENCY**.

this _____ day of _____, 2023

420906_1

FORM SIGNATURE PAGE TO SCHEDULE E – TO BE EXECUTED SEPARATELY

WITNESS:

B.L.E.S.C. HOUSING GROUP

By:

Name:

Title:

By:

Name: Anthony C. Smith

Title: President

STATE OF NEW JERSEY)

) **SS:**

COUNTY OF _____

BE IT REMEMBERED, that on _____, 2023, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared _____, **an individual with actual authority to bind B.L.E.S.C. Housing Group**, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he the individual named in the within Instrument and that he signed, sealed and delivered the attached document as and for his act and deed.

Sworn and subscribed to before me

this _____ day of _____, 2023

Notary or Attorney at Law
The State of New Jersey

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY TO ENDORSE THE
SUBMISSION OF AN APPLICATION TO THE HUDSON COUNTY
OPEN SPACE TRUST FUND FOR FUNDS RELATED TO THE
REHABILITATION OF THE LOEW'S JERSEY THEATRE AT 54
JOURNAL SQUARE PLAZA, BLOCK 10601, LOT 41, 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 Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**"), with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, 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 and regulate the redevelopment of the area designated by the City as the Journal Square 2060 Redevelopment Area (the "**Redevelopment Area**"); and

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

WHEREAS, the Theatre is undergoing a historic rehabilitation to make the Theatre an unparalleled arts destination in the region, which will include major upgrades and comprehensive renovations to the building, as well as improvements surrounding the site (the "**Project**"); and

WHEREAS, the Hudson County Open Space, Recreation, and Historic Preservation Trust Fund ("**County Trust Fund**"), provides matching grants to municipal governments and to nonprofit organizations who are sponsored by their local municipality for assistance in the development or redevelopment of park improvements; and,

WHEREAS, the Agency desires to further the public interest by obtaining a matching grant of \$500,000 from the County Trust Fund to fund the Project; and,

WHEREAS, the Agency has reviewed the County Trust Fund Program Statement, and the Trust Fund Park Improvement application and instructions and desires to make an application for such a matching grant and provide application information and furnish such documents as may be required; and,

WHEREAS, the County of Hudson shall determine whether the application is complete and in conformance with the scope and intent of the County Trust Fund; and,

WHEREAS, the Agency is willing to use the County Trust Fund in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the County of Hudson for the Project and ensure its completion on or about the Project contract expiration date.

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 the Secretary of the Agency is hereby authorized to submit the above completed project application to the County by the deadline of **April 28, 2023**, as established by the County.

Section 3. In the event of a County Trust Fund award that may be less than the grant amount requested above, the Agency has, or will secure, the balance of funding necessary to complete the Project, or modify the Project as necessary.

Section 4. The Agency is committed to providing a match for the project in the amount of \$500,000.

Section 5. Only those park improvements identified and approved in the project application, its Trust Fund contract, or other documentation will be considered eligible for reimbursement.

Section 6. The Agency agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project.

Section 7. That 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 May 16, 2023.

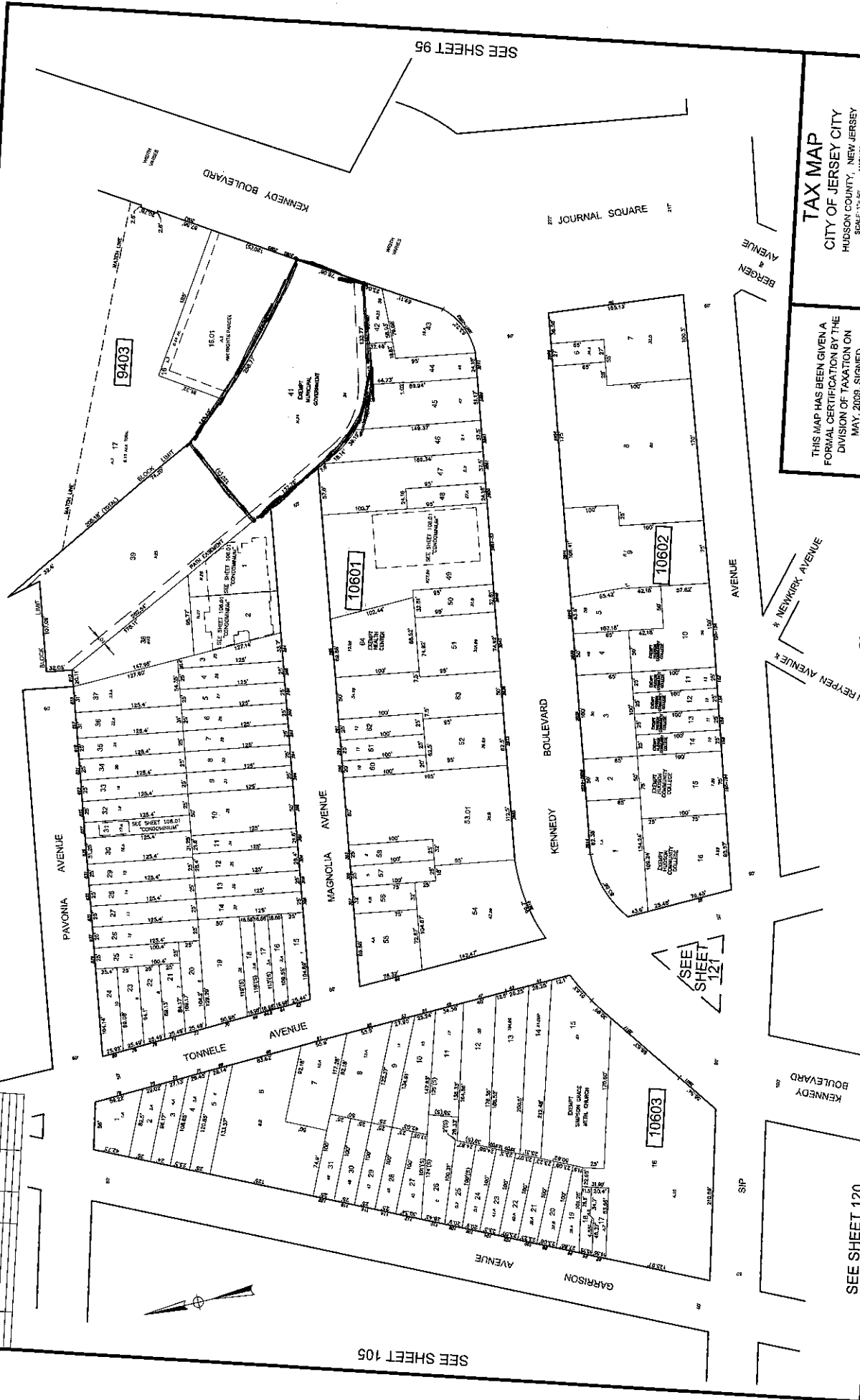
C. Fiore
~~Diana H. Jeffrey, Secretary~~
 Christopher Fiore, Deputy ED

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

DATE	BY	REVISIONS
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10/20/17	CHARLES A. MORALLE	200

SEE SHEET 94

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SEE SHEET 105

SEE SHEET 95

TAX MAP

CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1"=50'
AUGUST 2008
RICHARD A. MORALLE, P.E., P.L.S.
T & M ASSOCIATES
11 TINDALL
NEW JERSEY 07746

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY, 2008, SIGNED
BY SANTO C. DIDONATO, CTA AND
ASSIGNED SERIAL NUMBER 599

SEE SHEET 121

THIS MAP WAS SET BY USING COMPUTER AIDED
DRAWING/DESIGN (CADD) AND COORDINATE GEOMETRY.

APP - C042404273330

SEE SHEET 120

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2023

OPEN SPACE TRUST FUND
LETTER OF INTENT PACKET



OPEN SPACE
TRUST FUND

HUDSON COUNTY • DEPARTMENT OF PLANNING

INSTRUCTIONS

COMPLETE PAGES 9-13:

Applicants must demonstrate how their project meets the goals and objectives of the Hudson County Open Space Trust Fund outlined in this packet. Applicants must have all required documentation, list matching funding, and show how the project is shovel ready.

SUBMIT ALL MATERIALS:

Applicants must submit completed pages 9-13 as well as all required documents listed on the Letter of Intent Checklist provided on page 14.

Hudson County Division of Planning
ATTN: Samuel Schroeder
830 Bergen Avenue, 6A
Jersey City, NJ 07306

Via Email: Samuel Schroeder
sschroeder@hcnj.us

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2	Instructions
3	Introduction to the Open Space Trust Fund and Mission Statement
4	Funding Guidelines (excerpt)
6	Open Space Advisory Board
8	Tentative Schedule
9	2023 Open Space Letter of Intent Form
13	Letter of Intent Checklist

STAFF CONTACTS

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(201)217-5137 ext. 4448

INTRODUCTION TO THE HUDSON COUNTY OPEN SPACE TRUST FUND

ABOUT THE OPEN SPACE TRUST FUND

Through the reinstated 1/2 cent tax levy, funding was made available to provide grants for the funding cycle in the categories of open space acquisition, historic preservation rehabilitation plans and capital projects, and park and recreation improvements. Grants are made available to the County of Hudson, any of the twelve (12) Hudson County municipalities, the Hudson County Improvement Authority, any local entities, non-profit corporations, and qualified charitable conservancies located within Hudson County that receive tax exemption under section 501(c)3 and partner with the host municipality.

MISSION STATEMENT

On June 26, 2003, the Hudson County Executive requested, and the Hudson County Board of County Commissioners approved a resolution authorizing the placement of a public question (referendum) on the general election ballot for the establishment of a County Open Space Recreation & Historic Preservation Trust Fund. On November 4, 2003, the ballot question was approved by a two-to-one majority of County voters.

The Board of County Commissioners, by a resolution dated December 23, 2003, voted to establish the Hudson County Open Space, Recreation & Historic Trust Fund. The Trust Fund is funded through a property tax dedicated to acquire land for conservation, open space purposes, recreation facility enhancements, and historic preservation.

Entrusted by the County Executive and Board of County Commissioners, the Hudson County Open Space Advisory Board has the responsibility to review, prioritize, and recommend projects for open space, recreation and historic preservation funding that meet the goals and objectives outlined in the Hudson County Open Space & Recreation Plan.

The Trust Fund is funded through a property tax assessment determined annually by the Board of County Commissioners, at a rate not to exceed one cent (\$0.01) per \$100.00 of total County equalized valuation. All money collected through the property tax assessment is deposited into the Trust Fund.

The following pages (4-7) are an excerpt from the Revised 2013 Funding Guidelines pages. For the full version, please visit our website at <http://www.hudsoncountynj.org/open-space-recreation-and-historic-preservation-trust->

ELIGIBLE APPLICANTS

The following entities are eligible to participate in the application process for funding consideration from the Trust Fund:

1. The County of Hudson;
2. All Hudson County government agencies and its affiliates;
3. Any of the twelve (12) municipalities in the County of Hudson; and
4. Local entities, non-profit corporations, and qualified charitable conservancies located within the County of Hudson that have received tax exemptions under section 501(c) 3 of the 1954 Internal Revenue Code. Local entities are required to partner with the local municipality where the project is located, or the County of Hudson.

ELIGIBLE COSTS

The following costs are deemed to be consistent with the purposes and intent of the Trust Fund and shall be eligible for application:

1. The acquisition of land for conservation and recreation purposes. Note: Applicants are required to place the County on the deed when purchasing the property.
2. Construction management and/or construction administration of an Open Space Trust funded recreation or historic capital project or rehabilitation plan.
3. Up to 50% of the costs of preparing a historic preservation plan for the preservation, rehabilitation, restoration or reconstruction of a historic property under the Secretary of the Interior's Standards for the Treatment of Historic Properties. Such projects must result in the completion of site/construction plans related to all proposed historic preservation activities.

ELIGIBLE PURPOSES

Eligible purposes, as voted by referendum, and approved by the County Commissioners are:

1. Acquisition of land for conservation and recreation purposes;

2. Development and redevelopment of land existing or acquired for recreational, cultural, tourism and/or conservation purposes;
3. Preservation of historic properties, including the acquisition and historic preservation planning activities of such properties for historic preservation, this includes historical capital projects and historical rehabilitation plans; or
4. Payment of debt service on indebtedness issued or incurred by the County of Hudson for any of the purposes stated in (1), (2), or (3).

INELIGIBLE PURPOSES

The following purposes are considered ineligible to receive funding:

1. Any maintenance, care, custodial, or police operation expenditures associated with active and passive recreation, and historic sites.
2. Lands that are and will remain predominantly covered by buildings or structures not appropriate for environmental education, recreational use, or historic preservation. Buildings and Structures that are closed to the public or require membership for entry are ineligible to receive funding.
3. Activities that will have a significant adverse impact on environmental resources or open space values.
4. Items that were not listed in the original grant agreement between the County and the applicant.
5. Sweat equity, an interest of increased value in a property earned from labor by the owner toward upkeep or restoration.
6. Soft costs, such as architectural design, engineering, planning, surveying, permitting, fees, legal, administrative, or environmental costs.
7. The preparation and completion of historic preservation studies with the aim of obtaining a Certification of Eligibility from the New Jersey Historic Preservation Office or for the purposes of determining the eligibility or the nomination of a property or structure for the State or National Register of Historic Places.

ALLOCATION

The Trust Fund will be funded through a property tax assessment to be determined annually by the Board of County Commissioners, at a rate not to exceed one cent (\$0.01) per \$100.00 of total County equalized valuation.

1. All of the money collected through the property tax assessment will be deposited into the Trust Fund and shall thereafter be disbursed for the following types of projects:

- a. Land Acquisition Projects,
 - b. Development/Redevelopment Improvements for Recreation/Conservation Projects,
 - c. Historic Preservation Capital Projects and Rehabilitation Studies
2. Applicants shall not request more than \$1,000,000 for an Open Space Acquisition.
 3. Applicants shall not request more than \$500,000 for a Recreation, Conservation, Historic Preservation Capital Project or Rehabilitation Plan.
 4. Any unexpended funds allocated to a specific project and determined by the County of Hudson as no longer needed for that project will return to the Trust Fund.
 5. Indebtedness by the County of Hudson for eligible purposes as stated above will be set aside in an amount equal to the annual debt payment requirement prior to the annual allocation determination for new applications/projects.

ADVISORY BOARD REVIEW AND RECOMMENDATION

The Hudson County Division of Planning shall provide staff support and technical assistance to the Advisory Board.

The Advisory Board shall:

1. Schedule a timeline for the Letter of Intent process. Initial letter of interest will be submitted by interested applicants prior to full proposal. A Letter of Intent Form will be created for their use. Applicants must demonstrate how their project meets the new goals and objectives outlined in the 2013 Reexamination Report. They must have all required documentation, list matching funding, and show how the project is shovel ready.
2. Schedule one-on-one meetings with the applicant and Open Space support staff and at least one member of the Hudson County Open Space Trust Fund Advisory Board to review applicant's Letter of Intent. Once the Letter of Intent is deemed complete, applicant will be required to submit a full application to the Advisory Board.
3. Determine application completeness and eligibility according to the program statement approved by the Hudson County Board of County Commissioners.
4. Review each application and rank each application according to the criteria established in said program statement and the 2013 Open Space Reexamination Report.
5. Forward the Advisory Board's recommendations to the County Executive for his/her consideration and funding allocation.
6. Upon final approval by the Board of Chosen Commissioners, the Advisory Board shall prepare an annual

COUNTY EXECUTIVE'S SUBMISSION OF PROPOSED PROJECTS

1. Upon receipt of the Advisory Board's recommendations by the County Executive, the County Executive shall formulate funding allocations for eligible projects for a 30-day review period.
2. The County Executive shall submit the Advisory Board's recommendations with his/her funding allocations to the Board of County Commissioners for its consideration where the project is located.

COUNTY COMMISSIONER FUNDING APPROVAL

1. Upon the release of the County Executive's funding allocations, the Division of Planning shall schedule at least one public hearing held at least thirty (30) days after the transmittal of funding recommendations in accordance with N.J.S.A. 40:12-15.1 et seq., to solicit public comment on the proposed grant award recommendations.
2. In accordance with N.J.S.A. 40:12-15.3b the Board of County Commissioners shall authorize final approval for the project funding no earlier than 45 days after the public hearing.

INTEREST ON INVESTMENTS

Any interest earned on the investment of funds of the Trust Fund shall be retained within the Trust Fund to be used for Trust Fund purposes as described herein.

OPEN SPACE ADVISORY BOARD

The Trust Fund Advisory Board consists of 9 members appointed by the County Executive with the advice and consent of the Board of County Commissioners. Advisory Board members are representatives of county government, conservation, environmental, historic preservation, parks and recreation, and business communities.

The primary responsibility of the Open Space Advisory Board is to systematically review applications for funding consideration for the Trust Fund. The Advisory Board assists with prioritization and recommendation of projects for open space, recreation, and historic preservation purposes.

A final report ranking and prioritizing projects with recommendations is submitted to the County Executive and the Board of County Commissioners for their consideration.

CURRENT ADVISORY BOARD MEMBERS

Hon. Fanny Cedeño, Ex-Officio
County Commissioner

John Baier Ex-Officio
County Executive Representative

Francesca Giarratanna, PP, AICP, Secretary
Planning

Michael Ascolese, Board Member
Parks

James Avella, Board Member
Parks & Recreation

Carter Craft, Board Member
Conservation

Heather Hanks, Board Member
Housing & Community Development

Gina Hulings, Board Member
Cultural Affairs

Joseph Liccardo, Board Member
Business Community

Gerard Nowicki, Board Member
Historic Preservation

GRANT AGREEMENT

1. Applicants that have been approved for funding will have two (2) months from the Award letter following County Commissioner approval of the required Hudson County funding resolutions to execute a Grant Agreement with the County.
2. Upon execution by both parties of the grant agreement, projects are expected to progress at a reasonable pace, subject to the specifics of a particular project. After two (2) years from the County Commissioner award date, any unexpended award funds remaining will be forfeited and returned to the Open Space Trust Fund.
3. The Grant Agreement shall include a phased punch list for eligible costs. Reimbursement of funds through the County of Hudson will only be processed after a site inspection for each phase.
4. Throughout the life of the grant, awarded applicants will be required to submit quarterly progress reports to the Hudson County Division of Planning.
5. A deed of conservation easement or historic preservation restriction held by the County of Hudson shall be filed with the Office of the County Register upon completion of land acquisition, park and recreation improvement, or historic preservation capital project or rehabilitation plan.
6. Applicants must agree to place any funded parkland on the NJ Recreation and Open Space Inventory (ROSI) before final payment of grant monies. No change in use or diversion of funds shall be allowable for any funded park or recreation project without following the procedures set forth in the grant agreement.
7. Failure to uphold any other aspects of the executed grant agreement may result in the forfeiture of funds. Unused funds will revert back to the Trust Fund.
8. Applicants must seek Open Space Advisory Board approval for any deviations from the original grant agreement. Deviations that are above 10% of the total funded project cost will require approval from Board of County Commissioners.
9. The grant recipient may request one (1) to two (2) year grant extensions and a maximum of three (3) grant extensions in total. The extension shall be granted at the discretion of the County. Extension requests will be considered in cases of natural disasters or other unforeseen circumstances in which the applicant had no control over. If the applicant fails to complete the project within the time frame, the grant agreement and the unused funds shall be forfeited.
10. Reprogramming of funded projects are granted at the discretion of the County. Only municipalities are allowed to request a reprogramming to a shovel-ready project within the same municipality. Shovel-ready projects are considered projects that have a selected contractor in place or are under construction. Reprogramming can only be awarded to Park Improvement projects and Historical Capital projects. No more than 50% of the total funded project award amount can be used for reprogrammed to a different project site.
11. Applicants that have been approved for a grant award from the County shall fund all costs incurred in connection with the acquisition of any land or interest therein, including, but not limited to the costs for appraisals, wetland delineations, environmental assessment, engineering, property survey, title search, legal expenditures, structure demolition and removal, and other such costs associated with the acquisition of land or interest therein.*
12. Banking or stockpiling of Trust Fund grants is not permitted. Failure to complete the project within the grant contract time period will result in forfeiture of the grant for failure to comply with the terms of the Trust Fund grant agreement.
13. Two months prior to the dedication/rededication/opening ceremony of the project, the applicant must contact the Division of Planning.
14. Temporary construction signage specs will be provided in the applicant's grant agreement.
15. Permanent signage specs will be provided in the applicant's grant agreement.

2023**REVIEW****CYCLE****REVIEW SCHEDULE**

Planning staff meets with municipalities individually	November 2022 - December 2022
Letters of Intent released	December 16, 2022*
Letters of Intent submittals due	January 31, 2023*
Planning staff site visits	February 2023*
Open Space Advisory Board reviews Letters of Intent	February 2023*
Full application submittal period	March 2022 - April 2023*
Municipal presentations to Open Space Advisory Board and planning staff	April 2023*
County Executive recommendations	May 2023*
Public hearing on funding recommendations	June 2023*
Anticipated approval by Board of County Commissioners	August 2023*

**Subject to change at discretion of County*



HUDSON COUNTY OPEN SPACE, RECREATION, AND HISTORIC
PRESERVATION TRUST FUND

2023 LETTER OF INTENT FORM

APPLICANT INFORMATION

1. Name of applicant (municipality/organization): Jersey City Redevelopment Agency

2. Applicant address: 39 Kearney Ave (4 Jackson Square)
Street

Jersey City NJ 07305
City State Zip

3. Chief Executive Officer: Diana H. Jeffrey, Executive Director
Name, Title

DJeffrey@jcnj.org (21)761-0819
Email Telephone

4. Primary Contact: Christopher Fiore, Assistant Executive Director
Name, Title

FioreC@jcnj.org (21)761-0823
Email Telephone

39 Kearney Ave (4 Jackson Square)
Street

Jersey City NJ 07305
City State Zip

5. Support staff (optional): Robert G. Napiorski, Project Manager
Name, Title

rnapiorski@jcnj.org (21)761-0830
Email Telephone

6. Support staff (optional): _____
Name, Title

Email Telephone

7. Authorization:

I, Diana H. Jeffrey, hereby certify that the information provided within this
Name of authorized official
Hudson County Open Space Application Form is complete and true.

Date: 1/27/23
MM/DD/YYYY

Signature: DH Jeffrey
Authorized official only

PROJECT INFORMATION

8. Project title: Loew's Theatre Exterior Rehabilitation Part 2

9. Project type (select one):
☐ Land Acquisition
☐ Park & Recreation Improvement
☒ Historic Preservation or Study

10. Project address: 54 Journal Square Plaza

Street

Jersey City

City

NJ

State

07306

Zip

11. Block(s): 10601

14. State Legislative District: 33rd

12. Lot(s): 41

15. Congressional District: 10th

13. County Commissioner District: 2

16. Federal ID # assigned by IRS: 22-6002881

17. Please describe the zoning, uses, and intensity of the project site.

The Loew's Theatre is located in the Journal Square 2060 Redevelopment Area and within the Journal Square 2060 Redevelopment Plan, the Loew's Theatre is identified as part of "Zone 6: Preservation."

PROJECT FUNDING

18. Total project cost: \$ 6,722,537 (of 84,895,593 of Total Construction Costs)

19. Amount applicant requests: \$ 500,000

20. Local share: \$ n/a

21. Other match (Green Acres, NJ Historic Trust, etc.): \$ n/a

Matching funding source: n/a

22. Are additional grants being sought before construction begins?

Yes

DEVELOPMENT OF PROJECT

23. Proposed starting date for project: 03/2023

MM/YYYY

24. Expected completion date for project: 03/2025

MM/YYYY

25. What remaining permits must be obtained before construction begins?

City of Jersey City

PROJECT NARRATIVE

26. Please briefly explain why this project is a high priority for the municipality. You may describe special features of your project in order to expand or add to previous sections of the application.

We envision creating a state-of-the-art, 21st century music venue that includes a full rehabilitation of the historic Loew's Theatre, enhancing the cultural, artistic, commercial, and overall economic and community vibrancy of the Journal Square district. We believe that a restored Loew's will drive significant foot traffic and retail consumption, stimulating further development and attracting additional investments in Journal Square and Jersey City.

At stabilization, the theatre is anticipate to host [120] events a year, in addition to [55] community programming events. Applicant is a seasoned venue operator with best in class operation and management capabilities.

As part of a major commercial redevelopment of the surrounding area, the venue will be refitted and restored to fully function as a first-class stage for a wide range of live entertainment, serving both commercial events as well as local community programming. This increase requires major improvements of Back-of-House (BOH) facilities, expanding the capabilities of the stage house and loading, and redeveloping BOH support areas, as well as lighting and sound systems for theatrical presentations.

New seating layouts based on comfort and sight lines are planned with a final seating capacity of approx. 3,000 seated patrons and 4,000 standing patrons. Acoustical performance considerations of the auditorium will be addressed in the enhancement and development of the supporting sound systems, exterior wall and roofing upgrades, sound absorption materials for the theater house, as well as overall IT infrastructure for the venue. Architectural and theatrical lighting, and other aspects of theatre's design will all be improved and modernized for operational and utility efficiency. The historic light fixtures will be refurbished or replaced based on photographic evidence or as like kind alterations as specified throughout the restoration strategy, and replacement house lighting will be designed to complement it. New restroom facilities and additional patron support areas will be a significant improvement to the Theatre's infrastructure and overall entertainment experience. The architects will design the soft finishes in the Theatre including carpet, draperies, wall coverings, tassels and trims, and seats with an eye to historic conditions.

27. Describe the site's operation upon project completion. Please address operating hours, fees, and public access for County residents.

Operating hours and fees will vary based on event programming. Access will be provided via tickets. The Friends of the Loew's will assist with bringing community programming events to the theatre. As noted in the project narrative, at least 55 community programming events per year are anticipated.

RELATION TO HUDSON COUNTY OPEN SPACE GOALS AND OBJECTIVES

28. Please check which Hudson County Open Space Trust Fund goals and objectives relate to your project. In less than 300 words, elaborate in the space provided below.

☐ **Recreation**

Provide accessible open space and recreation opportunities to all Hudson County residents.

☐ **Connectivity**

To link proposed and existing recreation and open space areas into a network accessible through a variety of transportation means, including public transit and bicycle or pedestrian transit.

☐ **Environmental Justice**

To promote the development of park and recreational opportunities in overburdened communities. Applicants may refer to the Statewide Overburdened Communities Map: <https://dep.nj.gov/ej/communities>.

☐ **Urban Ecosystems**

To encourage environmental resiliency by protecting and strengthening areas of critical resources, including wetlands, floodplains, steep slopes, wildlife habitat, open waters and waterfronts.

☐ **Greenspaces & Acquisition**

To actively acquire and expand green/open spaces and recreational facilities where needed and feasible.

☐ **Stewardship**

To educate the citizenry about existing and future Open Space and recreation opportunities, and continue efforts to increase support for these activities.

☒ **Culture & History**

To ensure protection of the County's historic and cultural resources.

Opened in 1929 as "the most lavish temple of entertainment in New Jersey," the Loew's today is both an enduring symbol of the city's past and an exciting example of its promise for the future. The planned rehabilitation of the Loew's Jersey Theatre presents a unique opportunity to use the arts and live entertainment as an engine to drive an artistic and economic renaissance in Jersey City. Our proposal capitalizes on a historic opportunity not just to return the Loew's to its former glory, but to work cooperatively with the JCRA, the Friends of the Loew's, and the City to rehabilitate the historic soul of the theater while re-energizing it as the centerpiece of an arts and entertainment district that will stimulate additional investment in Journal Square.

MUNICIPAL CONSIDERATIONS

29. How does this project align with the greater goals of the municipality?

Arts, entertainment, and cultural districts have historically provided significant positive public benefits and economic impacts for their host cities.

DAE'S vision is to create a state-of-the-art, 21st century music venue that includes a full rehabilitation of the historic Loew's Theatre, to enhance the cultural, artistic, commercial, and overall economic and community vibrancy of the Journal Square District. We believe the Loew's will serve as a catalyst for Jersey City's continued development.

A rehabilitated Loew's will transform Journal Square as an arts and entertainment district, with one of the most flexible, technological and advanced historic stages in the Northeast. Combined with the programming expertise of DAE, as well as many of the leading promoters in the industry, the Loew's can host a diverse array of artists. With a newly expanded and modernized JFK crosswalk, the Loew's will welcome patrons from Jersey City and throughout the region who will view the Theatre as a "must see" destination for live entertainment and other cultural attractions and programs.

DAE is fully committed to a rehabilitation of the Loew's that will serve as an economic engine for Journal Square and the city as a whole. DAE will work closely with FOL to deliver programming for the varied audiences and communities proximate to the Theatre, from national music talent to school tours, art exhibits and independent film festivals – all of which will attract people to the venue and the district. Not only will our programming be inclusive - our development, from design through construction and operation, will be equitable so that all stakeholders may benefit from it.

30. Does the applicant have any existing grants with the Hudson County Open Space, Recreation, and Historic Preservation Trust Fund? How will the applicant prioritize grant-funded projects?

Yes, in 2022, the Hudson County Open Space, Recreation, and Historic Trust Fund awarded the Loew's Theatre \$500,000 for exterior rehabilitation scope originally estimated at \$4,728,545.15. An additional award would be used to contribute further to the exterior rehabilitation which is now estimated to cost \$6,722,537 (subject to another pricing update in February 2023).

LETTER OF INTENT CHECKLIST

Municipal Resolution authorizing the application. Projects must have a current year resolution(s) of endorsement from the appropriate governing body(ies), which has been passed before submitting the application. The minutes of that portion of the public meeting in which the public has commented on the application must be submitted.	Required for Full Application	
Current copy of municipal tax map (printed to 11" x 17" size) identifying block and lot.	Required	
Current copy of Green Acres Recreational and Open Space Inventory (ROSI) .	Required	
Site Plans , including landscape design and any floor plans. Plans should be prepared by a licensed professional (i.e. architect, engineer, planner, landscape architect, etc.) Site plans should identify all existing and proposed facilities and any areas of grading, drainage, or proposed tree clearing.	Required	
Cost estimates or quotes for the project, prepared and signed and sealed by a licensed professional.	Required	
Requested eligible costs - Include the line items from the cost estimates or quotes for which grant funding will be applied. ONLY items on this list will be reimbursable by HCOSTF grant. Do not include any "soft" costs. Please submit as an Microsoft Excel Worksheet (template provided).	Required for Full Application	
Property ownership or lease documents.	Required	
The following documents are only required if applicable:		
Non-Profits must submit a letter of endorsement from host municipality as well as an agreement that if selected for funding the municipality will partner with the local nonprofit as a co-grantee on the grant agreement. Required for Non-Profits.	Required if Applicable	N/A
For Acquisitions: Property appraisal prepared in accordance with NJ DEP Green Acres Scope of Work for Appraisal Services, available online at the following webpage: https://www.state.nj.us/dep/greenacres/pdf/Green_Acres_Appraisal_Requirements_01-2019.pdf	Required if Applicable	N/A
For Historic Preservation projects: Adherence to the Interior Standards http://www.nj.gov/dep/hpo/3preserve/preserve.htm	Required if Applicable	N/A
If the park is in the NJ Meadowlands District , a letter of support from the N.J.S.E.A. verifying review and endorsement of proposed development project should be enclosed.	Required if Applicable	N/A
Please review the Americans with Disability Act (ADA) Standards for Accessible Design guidelines. If applicable, have they been included in the Conceptual Site Plan?	Required if Applicable	N/A
The following documents are only required if available:		
Aerial map , if available.	Required if Available	N/A
Digital images, photographic slides, and/or prints of the project site, if available.	Required if Available	N/A
Letters of support (i.e. Municipal officials, local planning and zoning boards, neighborhood associations, residents).	Required if Available	N/A
Contract documents , if available.	Required if Available	N/A

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING PROFESSIONAL SERVICES CONTRACT NO. 23-05-VB3 WITH WALKER ASSOCIATES TO CONDUCT AN ENGINEERING FEASIBILITY STUDY IN CONNECTION WITH THE DEVELOPMENT OF THE COURTHOUSE PARK WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

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

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

WHEREAS, the County of Hudson (the "**County**") intends to build the Honorable Frank J. Guarini Justice Complex, which would render the Hudson County Administration Building (the "**Administration Building**") obsolete and no longer necessary for County use; and

WHEREAS, by Resolution 22-04-14, the Agency authorized a Cooperation Agreement with the City for coordination of the design and construction of a public park (the "**Courthouse Park**") at property identified as Block 8002, Lot 1, commonly known as 595 Newark Avenue (the "**Property**"); and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, the Agency requires the services of a firm to provide engineering feasibility study services at the Property in connection with the development of the Courthouse Park (the "**Services**"); and

WHEREAS, Walker Consultants submitted a proposal, dated May 4, 2023 (the "**Proposal**") proposing to perform the engineering feasibility study services at the Property (the "**Services**"); and

WHEREAS, the Agency has determined it has a need for the Services in order to proceed with redevelopment of the Property; 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, Walker Consultants possesses the skills and expertise necessary to perform and complete the Services set forth in the Proposal; and

WHEREAS, the Agency desires to enter into a professional services contract with Walker Consultants (the "**Contract**") to perform the Services outlined in the Proposal, for a total amount not to exceed Fifty Three Thousand Dollars (\$53,000.00), payable in accordance with the cost breakdown set forth in the Proposal; and

WHEREAS, the Services are professional services within the definition contained in *N.J.S.A. 40A:11-2*; and

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

WHEREAS, the Agency certifies that funds are available for the Services; and

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

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

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

Section 2. The Chairman, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to execute and deliver the Contract with Walker Consultants 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 Contract, whichever is earlier, payable at the rates set forth in the Proposal for a total amount not to exceed Fifty Three Thousand Dollars (\$53,000.00), subject to the terms and conditions set forth in the Agency's form professional services agreement, together with any such additions, deletions and modifications as may be necessary and/or desirable in consultation with counsel to the Agency.

Section 3. The Chairman, 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 May 16, 2023.

C. Fione
~~Diana H. Jeffrey, Secretary~~
Christopher Fione, Deputy ED

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



WALKER
CONSULTANTS

49 West 38th Street, 9th Floor
New York, NY 10018
212.288.2501

April 27, 2023

Victoria Bonners
Project Manager/ OPRA Custodian
Jersey City Redevelopment Agency
4 Jackson Square, 39 Kearny Ave
Jersey City, NJ 07305

Re: *Proposal for Restoration Services*
Jersey City Court House, 595 Newark Avenue
Jersey City, New Jersey

Dear Ms. Bonners:

Walker Consultants (Walker) is pleased to submit for your review this proposal for engineering services in connection with the above referenced location.

Project Understanding

The property located at 595 Newark Avenue in Jersey City includes the ten-story Jersey City Court House built over a basement. The basement houses a parking garage and mechanical rooms. The basement is approximately a rectangle measuring approximately 190 feet in the east west direction by 320 feet in the north south direction. Three ramps along the west (rear) elevation provides vehicle access to/from the basement. The east (front) wall of the building is set back at the first-floor level to create a landscaped area over the basement/garage. The property also includes surface parking outside the footprint of the building.

We understand that the City of Jersey City is considering demolishing the building and creating a public park over the basement. The Jersey City Redevelopment Agency (JCRA) requested this proposal form Walker to study the feasibility of the plan.

Scope of Services

I. Condition Assessment

1. Review available pertinent existing documents and previously developed reports (provided by Client) to determine general original construction.
2. During one site visit, visually observe the structure's current condition. Document and quantify the readily accessible and visible deterioration inside the structure such as cracking, leaking, leaching, scaling, spalling, failing construction/expansion joints, and ponding.



- a. Photographs will be included in the report.
- b. Examine drainage system including existing fixtures.
- c. Visually survey representative floor elevations to assess causes of ponding water.
3. Obtain field measurements. Compile and analyze field information to generate conceptual repair recommendations.
4. Identify areas requiring immediate repairs.
5. Provide opinions of probable costs for repair and maintenance options based on a 10-year horizon.
6. Join a virtual meeting to convey findings of the field work.

Walker's assessment shall include a general overview regarding the condition of mechanical, electrical, plumbing systems, fire suppression, and conveyance systems, only as they relate to the parking garage facilities and shall not entail a comprehensive analysis. Other specialty consultants will be responsible for reviewing these systems.

II. Evaluation of Structural Capacity of the Parking Garage

1. Review structural drawings of the parking structure (provided by Client) to determine the design capacity of the garage.
2. Review preliminary landscape plans provided by the client to get familiar with the future public space.
3. During one site visit, perform nondestructive testing to verify the as built slab reinforcement layout, and determine probe and concrete core locations to determine slab thickness, concrete strength and expose reinforcement in the slabs, beams and girders.
4. During one site visit observe probes made by a contractor retained by the client.
5. Perform spot check calculations to determine capacity of the first-floor structure.
6. If the existing capacity of the first-floor structure is insufficient to support the future landscaping, develop conceptual strengthening plan for the first floor.
7. Research relevant sections of the building code and existing building code.
8. Provide opinions of probable costs for demolition of the upper levels, strengthening the first floor, and other structural modifications to the first floor that would be needed to convert the first-floor office use to public use.
9. Join a virtual meeting to convey findings of the study.

Walker's cost estimate will include cost of structural modifications to the first-floor structure but excludes the probable cost of landscaping.

Destructive and nondestructive testing may not be needed if the review of the structural drawings indicates the first-floor structure is insufficient to support the future landscape.

III. Evaluation of Installation of a New Parking Garage

1. Review site plans for potential garage.
2. Review preliminary landscape plans provided by the client.
3. Create a concept for the parking garage within the established footprint. This will not include a detailed layout but will provide information for establishing quantities for projecting costs.
4. Provide order-of-magnitude cost for demolition of the building with the garage and installation of a new one-level, below-grade parking garage, which is in similar size to the existing garage.



5. Join a virtual meeting to convey findings of the study.

Walker's cost estimate will include cost of parking structure but excludes the probable cost of landscaping.

This phase may not need to be performed if the functionality and suitability issues identified are concern to the client and owner.

IV. Functionality of the Parking Garage

1. Review site plans (preferably CAD or PDF with scale) that show layout of existing garage level, including entry/exit points.
2. Review development plans and discuss with structural team the impacts of development on the garage level.
3. Determine whether layout and/or entry/exit will be impacted by landscaping and redevelopment.
4. Join a virtual meeting to convey findings of the study.

V. Site's Suitability for Public Use

1. Review vehicular and pedestrian circulation and note challenges that will need to be addressed in design.
2. Join a virtual meeting to discuss design challenges.

VI. Report

1. Issue a written report to summarize findings and recommendations in one PDF document.
2. Review report with the client and owner during one virtual meeting.

Limitations

As stated in the above scope of services, the assessment is based on visual observations and limited testing of the existing conditions. Our observations may not discover or disclose latent conditions without performing more invasive testing. More detailed and invasive testing can be provided by Walker as an additional service upon written request from Client.

Americans with Disabilities Act

A review of the facility for Building Code compliance and compliance with the Americans with Disabilities Act (ADA) requirements is not part of the scope of work. However, it should be noted that whenever significant repair, rehabilitation, or restoration is undertaken in an existing structure, ADA design requirements may become applicable if there are currently unmet ADA requirements.

Schedule

Walker is prepared to commence services upon receipt of authorization, initial payment, and background materials needed to complete the assignment. Visual assessment of the garage will be performed in one day. Destructive testing can be scheduled once the client retains the contractor. Report of can be issued within four



weeks of receipt of concrete test results. Our schedule may need to be adjusted if authorization, payments, or background materials arrive later than expected, depending on the project schedule at that time.

Professional Fee

Walker will provide the Scope of Services contained herein for the following lump sum fees, inclusive of reimbursable expenses.


Phase/Task	Proposed Fee
1. Condition Assessment	\$ 7,000
2. Evaluation of Structural Capacity of the Parking Garage	\$17,000
3. Evaluation of Installation of a New Parking Garage	\$ 8,000
4. Functionality of the Existing Parking Garage	\$ 5,000
5. Site's Suitability for Public Use	\$ 4,000
6. Report	\$12,000
Total Lump Sum Proposed	\$53,000

An initial payment of \$10,000 is required prior to commencement of services.

Walker is dedicated to providing our clients with professional services that meet project requirements and deadlines. If you should have any additional questions, please do not hesitate to call or email us.

Sincerely,

WALKER CONSULTANTS


Katarzyna Burzynska, AIA
Consultant
646.791.4825
kburzynska@walkerconsultants.com


Ibrahim Erdem, PhD, PE
Director - Forensics, Restoration & Building Envelope
646.791.4827
ierdem@walkerconsultants.com

Enclosures General Conditions of Agreement for Restoration Services

Authorization

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.



WALKER
CONSULTANTS

Proposal for Jersey City Court House
Prepared for Mr. Steven T. Lee, PLS, ASLA
April 14, 2023

Jersey City Redevelopment Agency

Authorized Signature _____

Printed Name _____

Title _____

Date _____



General Conditions of Agreement for Restoration Services

Services

Walker Consultants (Walker) will provide the Client professional services that are limited to the work described in the attached letter. Any additional services requested will be provided at our standard hourly rates or for a mutually agreeable lump sum fee. Professional services are provided solely in accordance with written information and documents supplied by the Client, and our services are limited to and furnished solely for the specific use disclosed to us in writing by the Client.

Payment for Services

Retainer Payment

Prior to commencement of services the Client agrees to make an initial payment to Walker in an amount equal to 20% of the total fee or as stated in the attached letter. This amount will be credited to the last invoice(s) sent to the Client.

Monthly Invoices

Walker will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, communications charges, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice.

If for any reason the Client does not deliver payment to Walker within thirty (30) days of date of invoice, the Client agrees to pay Walker a monthly late charge of one and one-half percent (1.5%) per month of any unpaid balance of the invoice plus attorney's fees and other costs incurred to collect the unpaid sum.

Payment Method

Walker's preferred method of payment is ACH. All payments should be made electronically to:

Truist Bank

ABA Routing Number **021052053**

Credit to the account of - Walker Consultants

Account Number **79592337**

Ownership of Documents

All documents prepared or provided by Walker are and remain the property of Walker as instruments of service. Any use for modifications or extensions of this work, for new projects, or for completion of this project by others without Walker's specific written consent will be at Client's sole risk.

Standard of Care

Walker will perform the services consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar



locality. No other warranty, express or implied, is made. Walker's liability to Client and all persons providing work or materials to this project as a result of acts, errors, or omissions of Walker shall be limited to the fee or \$10,000, whichever is greater.

Any estimates or projections provided by Walker will be premised in part upon assumptions provided by the Client. Walker will not independently investigate the accuracy of the assumptions. Because of the inherent uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, Walker makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.

Non-Solicitation Clause

The Client agrees that it will not directly or indirectly solicit for employment any Walker employee providing services on behalf of Client for a period of two years after the date of this agreement. Client agrees that a breach of this provision would have material and adverse impacts on Walker's business and Client therefore agrees to pay Walker an amount equal to two times the annual salary of any employee of Walker who accepts a position with Client within such two-year period, in addition to all other rights and remedies available to Walker.

Consequential Damages

The Client and Walker waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement.

Period of Service

Services shall be complete the earlier of (1) the date when final documents are accepted by the Client or (2) thirty (30) days after final documents are delivered to the Client.

Proprietary Information

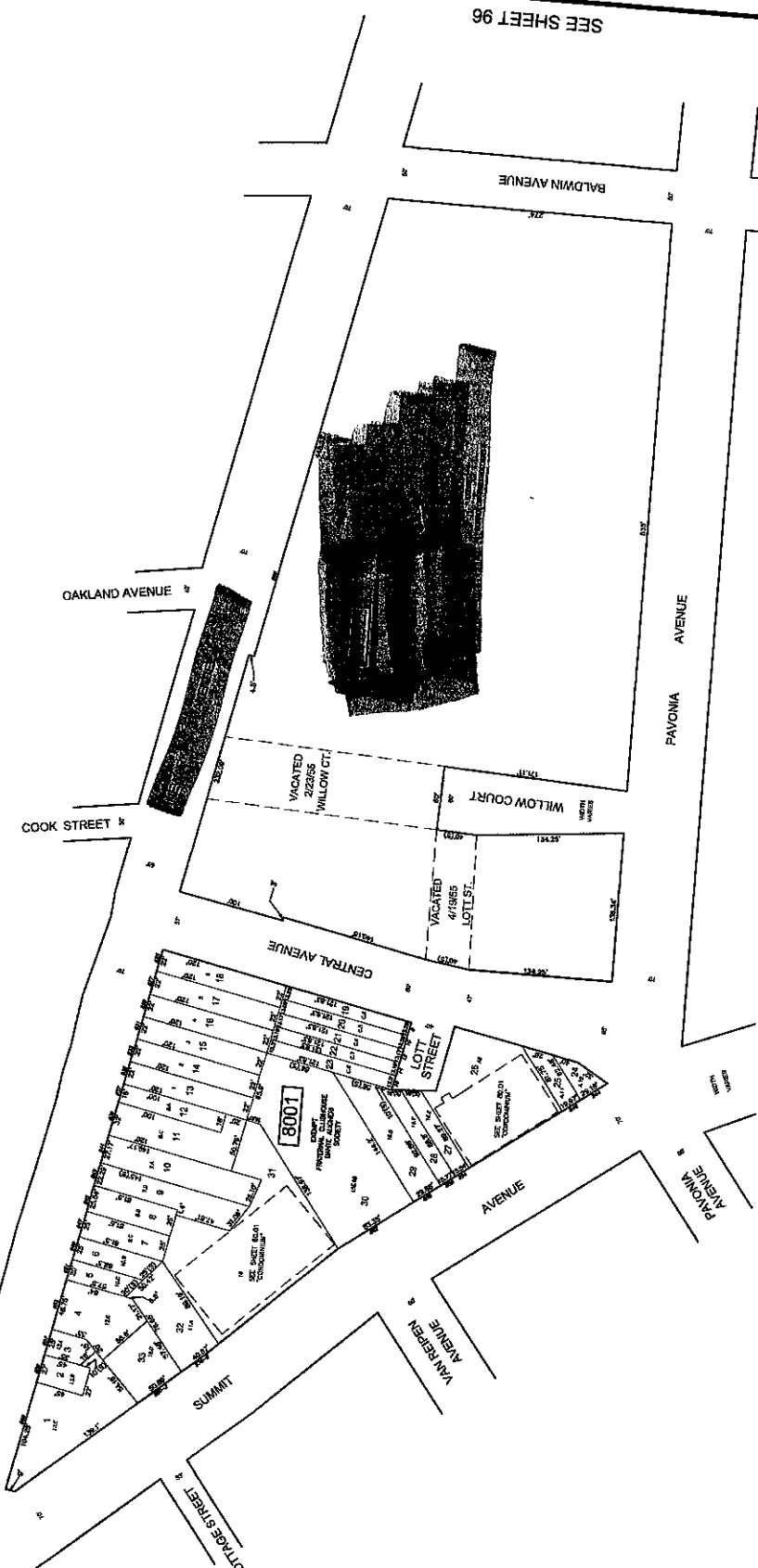
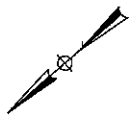
The information contained in this proposal is confidential, privileged, and only for Client and may not be shared, published, or redistributed without prior written permission from Walker Consultants.

SEE SHEET 82

SEE SHEET 81

SEE SHEET 79

SEE SHEET 96



THIS MAP WAS DRAWN USING COMPUTER AIDED DRAFTING/DESIGN (CAD) AND COORDINATE GEOMETRY.

TAX MAP

CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE 1" = 50'
AUGUST, 2008

RICHARD A. MORALLE, P.E., P.L.S.
T & M ASSOCIATES
11 TINDALL ROAD, MIDDLETOWN TOWNSHIP
NEW JERSEY, 07746

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY, 2008, SIGNED
BY SANTO C. DIDONATO, CTA AND
ASSIGNED SERIAL NUMBER 889

084 - COMPACT 201300

SEE SHEET 96

DATE	BY	REVISIONS
07/20/08	1. MORALLE	1. LOT
07/20/08	2. MORALLE	2. LOT
07/20/08	3. MORALLE	3. LOT
07/20/08	4. MORALLE	4. LOT
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07/20/08	45. MORALLE	45. LOT
07/20/08	46. MORALLE	46. LOT
07/20/08	47. MORALLE	47. LOT
07/20/08	48. MORALLE	48. LOT
07/20/08	49. MORALLE	49. LOT
07/20/08	50. MORALLE	50. LOT

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXTENSION OF CONTRACT 22-04-RN5 FOR EXTRAORDINARY UNSPECIFIABLE SERVICES WITH PARATUS GROUP FOR OWNER'S REPRESENTATIVE SERVICES, FOR THE PROPERTY IDENTIFIED IN THE TAX RECORDS AS BLOCK 9501, LOT 22, COMMONLY KNOWN AS 84 SIP AVENUE/25 JOURNAL SQUARE, ALSO KNOWN AS 25 PATHSIDE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

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

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

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

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

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

WHEREAS, the Agency 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 furtherance of the goals and objectives of the Redevelopment Law and the Journal Square 2060 Redevelopment Plan, the Agency requires from time to time extraordinary unspecifiable services which are specialized and qualitative in nature; and

WHEREAS, under *N.J.S.A. 40A:11-2(7)* and *N.J.S.A. 40A:11-5(1)(a)(ii)* of the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the "LPCL") and *N.J.A.C. 5:34-2.1-2.3*, contracts for which the subject matter consists of extraordinary unspecifiable services ("EUS") may be awarded without competitive bidding; and

WHEREAS, on March 31, 2022, the Agency issued a Request for Proposals ("RFP") to select candidates for owner's representative services for the Property ("OR Services"), which RFP describes the anticipated scope of OR Services required by the Agency; and

WHEREAS, Paratus Group ("Paratus") submitted a detailed proposal to the Agency for the OR Services dated April 13, 2022 (the "**2022 Proposal**"); and

WHEREAS, on April 19, 2022, by Resolution 22-04-19, the Agency was authorized to enter into Contract No. 22-04-RN5 with Paratus to perform the OR Services for the term of twelve (12) months (the "**2022 Contract**") which term may be extended for an additional term of up to twelve (12) months subject to approval of such extension by the Agency's Board of Commissioners; and

WHEREAS, the Agency desires to extend the 2022 Contract for six (6) months to allow Paratus to continue to perform the OR Services, for an amount not to exceed Twenty-Eight Thousand Dollars (\$28,000) fees per month and reimbursable expenses in an amount not to exceed Two Hundred Sixty-Five Dollars (\$265) per month ("**2023 Contract Extension**") (the same monthly amounts set forth in the 2022 Proposal); and

WHEREAS, Paratus possesses expertise, training and a proven reputation in the field of museum and cultural project development and representation of owner's interests in connection with such projects, and possesses the experience and specialized knowledge necessary to perform and complete the OR Services; and

WHEREAS, Diana H. Jeffrey, Executive Director of the Agency, has attached a Declaration for an Extraordinary Unspecifiable Service Certification with this resolution as **Exhibit A**; and

WHEREAS, the 2023 Contract Extension will be funded by monies received from the City in accordance with the Cooperation Agreement and/or grant funds to be received by the Agency from New Jersey Department of State Council on the Arts; and

WHEREAS, Paratus has completed and submitted a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the City in the previous year; and

WHEREAS, notice of the award of the 2023 Contract Extension shall be published in a newspaper of general circulation in accordance with *N.J.S.A. 40A:11-5(1)(a)*,

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

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

Section 2. The Chairman, Vice-Chair, Executive Director and/or Secretary are each hereby authorized and directed to execute and deliver the 2023 Contract Extension with Paratus to perform the OR Services and to undertake all actions necessary to effectuate the 2023 Contract Extension and this Resolution, all in accordance with the LPCL, and to execute any and all other documents necessary to effectuate this Resolution, in consultation with counsel. Paratus shall continue to provide the OR Services in exchange for compensation not to exceed Twenty-Eight Thousand Dollars (\$28,000) fees per month and reimbursable expenses in an amount not to exceed Two Hundred Sixty-Five Dollars (\$265) per month, all payable in accordance with the rates set forth in the Proposal for a term to expire upon completion of the OR Services and all related tasks, or six (6) months after the effective date of the 2023 Contract Extension, whichever is earlier. The 2023 Contract Extension shall be subject to the terms and conditions of the Agency's form contract, together with any such additions, deletions and/or modifications as may be deemed necessary or desirable by the Agency in consultation with counsel. The 2023 Contract Extension amount authorized herein shall include all overhead costs and basic support services incurred by Paratus, except for those reimbursable expenses explicitly set forth in the Proposal.

Section 3. The Agency shall publish notice of the award of the 2023 Contract Extension in a newspaper of general circulation in accordance with *N.J.S.A. 40A:11-5(1)(a)*.

Section 4. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of May 16, 2023.

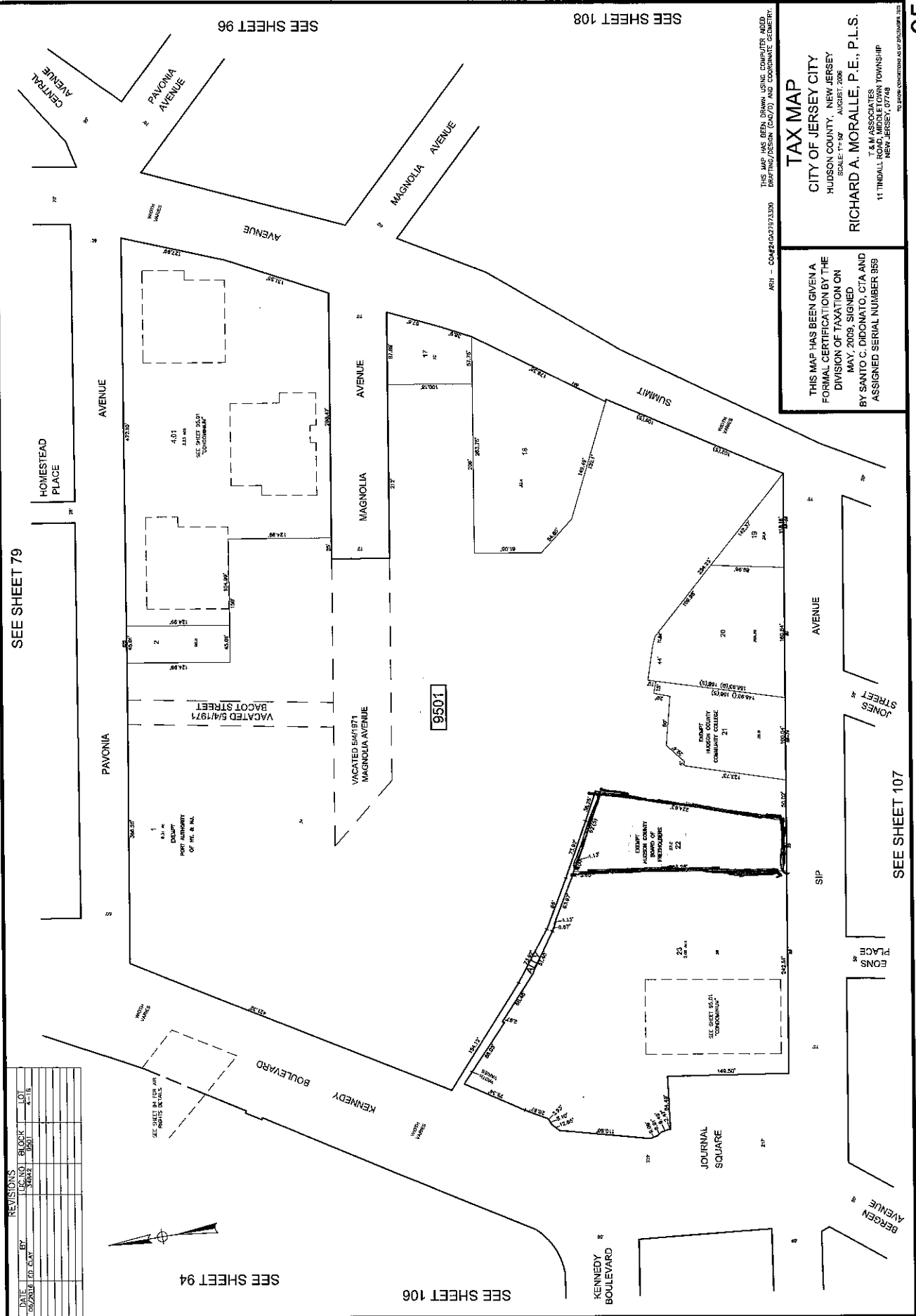
C. Fiore
~~Diana H. Jeffrey, Secretary~~
Christopher Fiore, Deputy ED

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

REVISIONS			
DATE	BY	LOC NO	LOT
05/20/16	ED. KAT	38842	1-15

SEE SHEET 79

SEE SHEET 96



SEE SHEET 106

SEE SHEET 108

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

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED DRAFTING TECHNIQUES (CAD) AND COORDINATE GEOMETRY.

REV - 00426102731300

TAX MAP

CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1"=40' AUGUST, 2006

RICHARD A. MORALLE, P.E., P.L.S.
T.E.M. ASSOCIATES
11 TRINDALL ROAD, MIDDLETOWN TOWNSHIP
NEW JERSEY, 07748
TO SHOW CONDITIONS AS OF JANUARY, 2022

SEE SHEET 107

**CERTIFICATION FOR AN EXTRAORDINARY
UNSPECIFIABLE SERVICE**

TO: Board of Commissioners of the Jersey City Redevelopment Agency (“**Agency**”)
FROM: Diana H. Jeffrey; Executive Director
DATE: May 16, 2023
SUBJECT: Extraordinary Unspecifiable Services for Owner’s Representative Services to be provided by Paratus Group (“**Paratus**”) in connection with the Pathside Building (84 Sip Avenue, Jersey City) (the “**Pathside Museum**”)

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

Firm: Paratus Group

Cost: An amount not to exceed Twenty-Eight Thousand Dollars (\$28,000.00) per month and reimbursable expenses in an amount not to exceed Two Hundred Sixty-Five Dollars (\$265.00) per month, for a total of six (6) months.

Duration: Not to exceed six (6) months.

Purpose: Provide specialized services, including owner’s representative services (the “**Services**”), in connection with converting the Pathside Building into the Pathside Museum in accordance with the Memorandum of Understanding with the City, Agency and the Centre national d’art et de culture Georges Pompidou as the cultural partner (“**Centre Pompidou**”) for the redevelopment of the Pathside Building.

1. **Provide a clear description of the nature of the work to be done.**
Paratus will assist the Agency and the City of Jersey City (the “**City**”) in overseeing and supervising the development of the Pathside Building into the Pathside Museum. Paratus will supervise all professionals, monitor costs, interact with the City and Centre Pompidou, monitor construction, and track project progress, as well as other tasks identified during the course of its work for the Agency.
2. **Describe in detail why the contract meets the provisions of the statute and rules.**
The Services to be provided under this engagement are very specialized and unique. Centre Pompidou houses one of the largest collections of modern and contemporary art in the world, ranging from pillars of modern art to key figures in contemporary art, from cinema to photography, from architecture to design and new media. Centre Pompidou will be providing its art, as well as programming guidance for the Pathside Museum. The project requires extensive renovations to convert the Pathside Building into a museum, multidisciplinary artistic and cultural center. Paratus will be able to provide budget monitoring services that will ensure the project stays on budget. Paratus has specialized and unique experience working with public entities on museum and cultural center projects and that specialized knowledge will enable the Agency to complete this massive undertaking in a timely and cost-efficient manner.
3. **The service(s) is of such a specialized and qualitative nature that the performance of the**

service(s) cannot be reasonably described by written specifications because:

The exact services cannot reasonably be described by written specifications because the Agency requires a representative with specialized skills including, but not limited to, construction advisement, budget review and monitoring, and rehabilitation of buildings. Furthermore, the professional must possess such experience in the specific context of developing museums and cultural facilities. Paratus' extensive experience and specialized skills uniquely qualifies Paratus for the specialized work that the Agency needs for this unique and special redevelopment project. The Agency issued a request for proposals with a description of the anticipated deliverables required in connection with the provision of the Services. In Paratus' proposal, it specified the full extent of services that it would provide. The Agency is relying on Paratus' expertise and training to inform the full extent of the Services that may be needed to develop the Pathside Museum into a leading international cultural hub serving as a dynamic destination for visitors.

4. Describe the informal solicitation of quotations:

The solicitation process began with the identification of potential owner's representative candidates by the Agency and the project architect, OMA*AMA Architecture PC ("OMA"). Thereafter, OMA provided information to the potential owner's representative candidates and the Agency and City representatives conducted interviews of those potential candidates. Thereafter, the Agency provided each of those candidates with a request to provide a proposal for owner's representative services. Two of the three candidates submitted proposals. The Agency selected Paratus because of the cost of the Services as well as the reputation, experience and capabilities of Paratus.

5. I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof.

Respectfully,

Name: _____
Diana H. Jeffrey
Title: Executive Director

(Original to be retained by governing body's Clerk with the affirmed copy of the resolution; signed duplicate to be kept by appropriate official.)

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AMENDING
CONTRACT 22-12-RN18 WITH DIRECTIONAL LOGIC, INC.
FOR COST ESTIMATOR SERVICES, FOR THE PROPERTY
LOCATED AT BLOCK 9501, LOT 22, COMMONLY KNOWN AS
84 SIP AVENUE/25 JOURNAL SQUARE, ALSO KNOWN AS 25
PATHSIDE, WITHIN THE JOURNAL SQUARE 2060
REDEVELOPMENT AREA**

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

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

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

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

WHEREAS, the City and the Agency have determined it is mutually beneficial and in the public interest to work cooperatively on the redevelopment of the Property and to provide 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 furtherance of the goals and objectives of Redevelopment Law and Redevelopment Plan and to support the Project, the Agency requires cost estimator services (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, on November 4, 2022, the Agency issued a Request for Proposals for the Services ("**RFP**") which RFP fully describes the scope of the Services required by the Agency; and

WHEREAS, in response to the RFP, Directional Logic, Inc. ("**Directional Logic**") submitted a detailed proposal for the Services (the "**Proposal**"); and

WHEREAS, by Resolution 22-SP12-1, the Agency was authorized to enter into Contract 22-12-RN18 with Directional Logic (the "**2022 Contract**") to perform the Services as outlined in the Proposal, for a total amount of fees and reimbursable expenses not to exceed Three Hundred Twelve Thousand Five Hundred Fifty Dollars (\$312,550.00), to be paid in accordance with the rates set forth in the Proposal; and

WHEREAS, on April 5, 2023, Directional Logic submitted a detailed proposal for additional services ("**Additional Services Proposal**") detailing the additional costs for performing additional Services for the Project after the Project professionals have reached the 50% completion stage of Design Development for the Project (the "**Additional Services**"); and

WHEREAS, Directional Logic possesses the skills and expertise necessary to perform and complete the Additional Services; and

WHEREAS, the Agency desires to enter into an amendment to the 2022 Contract to authorize Directional Logic to perform the Additional Services as outlined in the Additional Services Proposal, for a total amount of additional fees and reimbursable expenses not to exceed Sixty Three Thousand Five Hundred Dollars (\$63,500.00), to be paid in accordance with the rates set forth in the Additional Services Proposal ("**2022 Contract Amendment**"), so that the new total amount of the 2022 Contract shall not exceed \$376,000; and

WHEREAS, the 2022 Contract Amendment will be funded by monies received from the City in accordance with the Cooperation Agreement and/or grant funds to be received by the Agency from New Jersey Department of State Council on the Arts; and

WHEREAS, in accordance with the LPCL, *N.J.S.A. 40A:11-5(1)(a)(i)*, the Additional Services are professional services exempt from public bidding; and

WHEREAS, Directional Logic has completed and submitted a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the City in the previous year, and acknowledging

that the 2022 Contract will prohibit Directional Logic from making any reportable contributions through the term of the 2022 Contract; and

WHEREAS, notice of the award of the 2022 Contract Amendment 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 authorizes the 2022 Contract Amendment and authorizes Directional Logic to perform and complete the Additional Services for a term to expire upon completion of the Additional Services and all related tasks, or twelve (12) months after the effective date of the 2022 Contract, whichever is earlier, payable in accordance with the rates set forth in the Proposal for a total amount not to exceed Sixty Three Thousand Five Hundred Dollars (\$63,500.00), subject to the terms and conditions of the amendment to the 2022 Contract, together with any such additions, deletions and/or modifications as may be deemed necessary or desirable by the Agency in consultation with counsel. The total amount of the 2022 Contract, as amended, shall not exceed \$376,000. The Agency will not reimburse Directional Logic for costs deemed by the Agency to be part of Directional Logic's overhead costs and basic support services.

Section 3. The Chairman, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to execute and deliver the 2022 Contract Amendment and any and all other documents necessary to effectuate this Resolution, and to undertake all actions necessary to effectuate the 2022 Contract Amendment and this Resolution, all in accordance with the LPCL and in consultation with counsel.

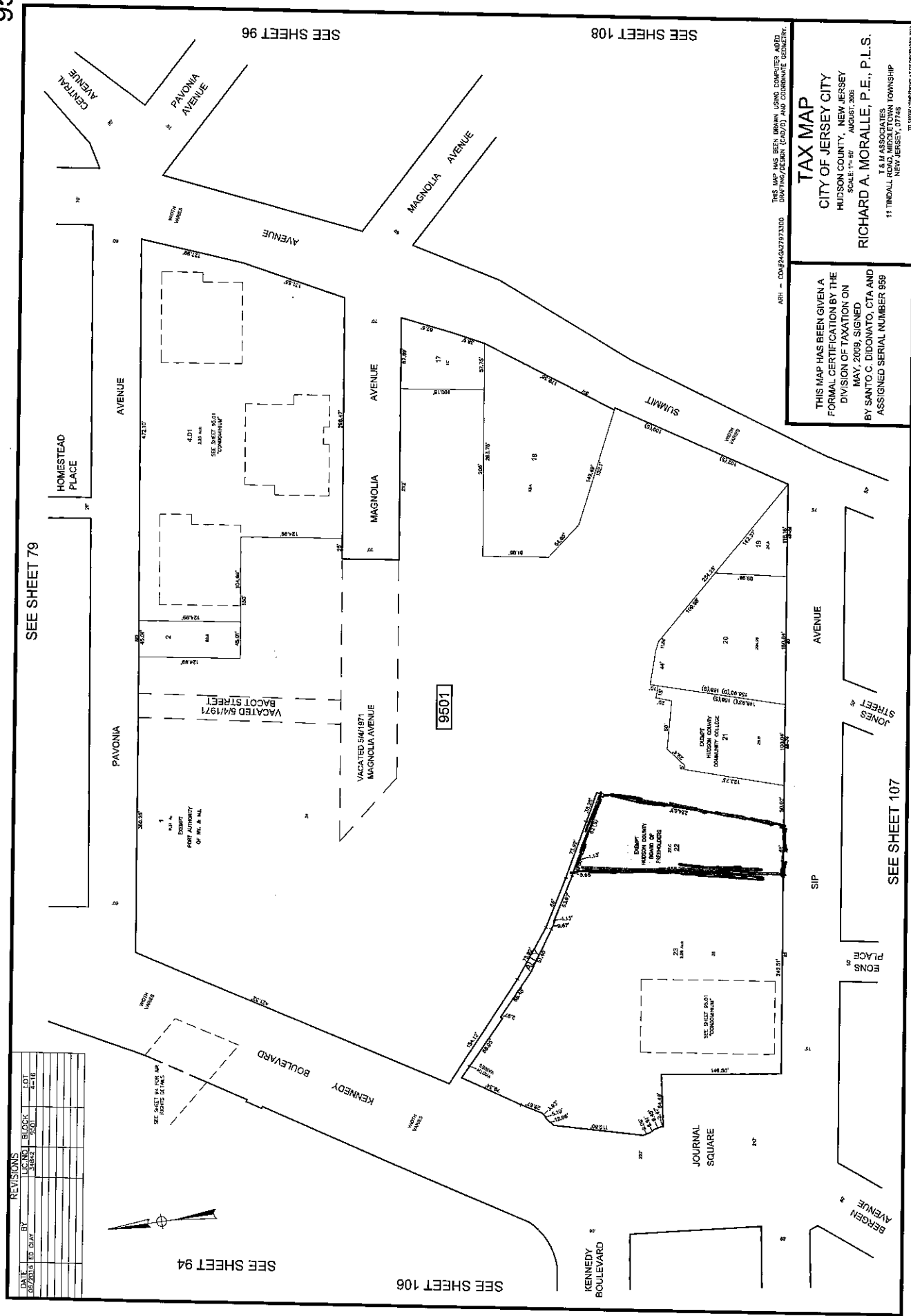
Section 4. The Agency shall publish notice of the award of the 2022 Contract Amendment in a newspaper of general circulation in accordance with *N.J.S.A. 40A:11-5(1)(a)(i)*.

Section 5. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting on May 16, 2023.

C. Fine
~~Diana H. Jeffrey, Secretary~~
Christopher Fiore, Deputy ED

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





April 5, 2023

Robert Napiorski
Project Representative
4 Jackson Square
Jersey City, New Jersey 07305

Additional Cost Consulting Service #1 - 50% Design Development PI
The Centre Pompidou x Jersey City Museum
Jersey City, New Jersey

Dear Mr. Napiorski:

As requested, we are pleased to propose additional services for the new Center Pompidou x Jersey City Museum project. If accepted and authorized by signature of this proposal, these services will constitute an amendment to our current Consulting Services Agreement dated April 5, 2023.

Description of Additional Services:

50% Design Development Phase:

- Provide an opinions of probable construction cost based upon 50% Design Documents provided, 3D models, and available site information. The opinions of probable construction cost will be prepared in the system format.
- Compare the opinion of probable construction cost to the budgeted funds for the project.
- Assist with identifying potential additive or deductive alternates to re-align cost plan with available funds.
- Review and comment on the schedule for construction as contemplated by the design team
- Provide cost advice during the design period to evaluate alternatives, materials and methods of construction. Advise on appropriate market escalation, general conditions, and contingencies.
- Recommend specialty subcontractors for consideration.
- Attend value engineering / cost reduction meetings or workshops, if any
- Prepare one revision to the opinion of probable construction cost to incorporate comments and value engineering / cost reduction items.
- Participate in video conferences with the design team as needed

Fee Amounts:

The Additional Services will be performed on a lump sum fixed as follows

50% Design Development Cost Estimate & Consulting	\$ 63,500
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Current Hourly Rate Schedule – 2023

Currently, our standard hourly rates are:

Jenny Young, Principal	\$215.00
Alistair Roberts, Principal	\$210.00
Breck Perkins, Principal	\$210.00
Lou Klender, Senior Cost Planner	\$195.00
Wesley Ruiz, MEP Estimator	\$190.00
Mike DeLuccia, Cost Planner	\$175.00
Moon Empig, Cost Planner	\$155.00

All billing rates will increase at \$5.00/hour per calendar year beyond 2023.

Terms and Conditions

All other Terms and Conditions will remain as our Agreement with you.

Sincerely,



Jenny Young

Principal

Directional Logic, a California Corporation

Enclosure

Acceptance

Please sign here to authorize Directional Logic to begin the additional services work in accordance with above terms.

Name: Jenny Young
Title/Company: President, Directional Logic, Inc.
Date:

Name:
Title/Company:
Date:

DIRECTIONAL LOGIC

PROFESSIONAL SERVICES CONTRACT NO. 22-12-RN18

THIS PROFESSIONAL SERVICES CONTRACT NO. 22-12-RN18 (the "**Contract**"), entered into as of this 5th day of April, 2023 (the "**Effective Date**"), by and between the **JERSEY CITY REDEVELOPMENT AGENCY**, a public body corporate and politic of the State of New Jersey, with offices at 4 Jackson Square, Jersey City, New Jersey 07305 (the "**Agency**"), and **DIRECTIONAL LOGIC, INC.**, with offices at 1160 Battery St. #100, San Francisco, California 94111 ("**Directional Logic**") (Directional Logic and the Agency, collectively, the "**Parties**", and each individually, a "**Party**").

WITNESSETH:

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

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

WHEREAS, the Agency owns certain property within the Redevelopment Area identified as 84 Sip Avenue (the "**Property**"); and

WHEREAS, pursuant to that certain Cooperation Agreement dated May 5, 2021, authorized on April 20, 2021 by Resolution No. 21-04-12 (the "**Cooperation Agreement**"), the City has agreed to aid and cooperate in the planning, undertaking, construction and operation of two arts projects within the City, the redevelopment of the Loews Theater located at 54 Journal Square Plaza and the Property; and

WHEREAS, the Agency and the City entered into a Memorandum of Understanding with the Centre national d'art et de culture Georges Pompidou ("**Centre Pompidou**") authorized on June 15, 2021, by Resolution 21-06-10, pursuant to which the parties set forth their plan for the development and activation of the Property as a museum and cultural hub; and

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

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

WHEREAS, Directional Logic submitted that certain Proposal dated November 29, 2022 (the "**Proposal**"), attached hereto as **Exhibit A**, to provide the Services for a total Contract amount

not to exceed Three Hundred Twelve Thousand Five Hundred Fifty Dollars (\$312,550.00); and

WHEREAS, by Resolution No. 22-SP12-1, attached hereto as **Exhibit B**, dated December 6, 2022, the Agency's Board of Commissioners authorized execution of Contract No. 22-12-RN18 with Directional Logic to provide the Services as outlined in the Proposal; and

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

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

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

SECTION 1 – PURPOSE OF CONTRACT

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

SECTION 2 – SCOPE OF SERVICES; PERFORMANCE

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

- G. All Services shall be performed by licensed individuals, where applicable.
- H. The Agency and Directional Logic agree to cooperate to provide Directional Logic with access to the Property as deemed necessary and/or appropriate for Directional Logic to perform the Services.

SECTION 3 – COMPENSATION AND PAYMENT

- A. Compensation paid by the Agency to Directional Logic for the performance of the Services shall not exceed Three Hundred Twelve Thousand Five Hundred Fifty Dollars (\$312,550.00). Such compensation shall include all labor, overhead costs and basic support services incurred by Directional Logic. The Agency will not reimburse Directional Logic for costs deemed by the Agency to be part of Directional Logic's labor costs, overhead costs and/or basic support services.
- B. Prior to engaging in work that may exceed the scope of the Services, Directional Logic shall submit to the Agency, in writing, a request to perform such additional services, detailing the nature of the work, the cost of performing such work, and the need for the additional Services. Directional Logic shall not proceed with any work that exceeds the scope of the Services without obtaining the prior, written consent of the Agency and, if required, the adoption of a resolution authorizing an amendment of the scope of this Contract by the Agency's Board of Commissioners. Any modifications of the Services which would result in increasing the compensation owed by the Agency hereunder shall require the prior authorization of the Agency's Board of Commissioners and shall in all cases be conditioned upon the availability of funds.
- C. Directional Logic shall submit to the Agency any invoices, and any required Agency accounts payable vouchers, showing the Services performed and the charges therefor during the period covered thereby, in proportion to the total Services to be completed hereunder, as described in the Proposal attached to this Contract. Directional Logic understands that said invoices and vouchers must be submitted to the Agency for approval prior to payment and will be payable within sixty (60) days of receipt.

SECTION 4 – INSURANCE

- A. Directional Logic shall procure, purchase and maintain the following insurance during the term hereof.
 - i. **Commercial General Liability Coverage** Directional Logic shall, at its own cost and expense, obtain and keep in full force during the term of the Contract, a policy of general liability insurance ("CGL"), including contractual liability insurance for insured contracts, insuring against liability arising out of Directional Logic's non-professional services for injuries to any person or persons and for loss or damage to

the property of any person. The limits of such insurance must be at least Two Million Dollars (\$2,000,000.00) per occurrence and in the general aggregate. Same shall cover bodily injury, including personal injury, sickness or disease, or death; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

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

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

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

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

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

- iv. **Automobile Liability Coverage.** Directional Logic shall, at its own cost and expense, obtain and keep in full force during the term of the Contract automobile liability coverage for hired and non-owned autos of not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily and property damage liability.

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

- i. All certificates shall name the Agency and the City of Jersey City as additional insured, with the exception of the workers' compensation/employer's liability and professional liability policies, and shall list the locations and properties by Tax Block, Tax Lot and address where the Services will be performed. Such coverage shall be primary and non-contributory over any other coverage. Further, any such additional insured coverage endorsements shall be set forth on ISO Form CG 20 10 11 85, or its equivalent, or alternatively on an ISO Form consented to the by Agency.

- ii. The presence of employees of the Agency on the site where the Services will be performed shall not invalidate the policy of insurance.
 - iii. The policies of insurance required herein must be maintained in full force and effect, and as specified herein, by Directional Logic without interruption for the entire duration that Directional Logic provides the Services, except the policies of insurance described in Section 4 A(i) and (ii) must be maintained for a period of six (6) years after the completion of the services.
- C. Before commencing the Services hereunder, Directional Logic shall furnish the Agency with all certificates of such insurance and any applicable additional insured endorsements thereto reflecting the coverages required pursuant to this Contract, and in the case of Directional Logic's CGL and Automobile Liability Coverage policies, the additional insured status of the Agency and the City.
- D. Directional Logic agrees to procure, purchase and maintain insurance of the kinds and in the amounts herein set forth with insurance companies authorized to do business in the State of New Jersey, and rated A or better in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

SECTION 5 – TERMINATION

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

SECTION 6 – DISPUTE RESOLUTION

Disputes arising under this Contract shall be submitted to a process of resolution pursuant

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

SECTION 7 – INDEMNITY

Directional Logic shall be liable to, and hereby agrees to indemnify, defend, save and hold harmless the JCRA and the City, and their respective employees, officers, commissioners, directors and officials, from any and all damages and from costs and expenses, including reasonable legal fees and costs, to which the JCRA and/or the City and their respective employees, officers, commissioners, directors, officials, agents, servants, independent contractors and consultants may be subjected or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, arising out of and/or to the extent resulting from any negligent act, error, omission, or willful misconduct of the JCRA and/or the City and/or the Directional Logic, or any of their officers, employees, contractors or agents, in the performance of this Agreement. This requirement of the Directional Logic to indemnify, defend and hold harmless the JCRA and/or the City shall apply regardless of whether the loss, property damage, bodily injury or death arose out of the JCRA and/or the City's own alleged acts and/or omissions.

SECTION 8 – TERM OF CONTRACT

This Contract shall terminate on Directional Logic unless otherwise terminated by the Agency before such termination date in accordance with Section 5 herein or unless this Contract is reauthorized by the Agency in accordance with applicable law and subject to approval by the Agency's Board of Commissioners.

SECTION 9 – POLITICAL CONTRIBUTION DISCLOSURE

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

SECTION 10 – ADDITIONAL TERMS AND CONDITIONS

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

SECTION 11 – CONFIDENTIALITY

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

SECTION 12 – ENTIRE CONTRACT

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

SECTION 13 – TITLES AND HEADINGS

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

SECTION 14 – COUNTERPARTS

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

SECTION 15 – NOTICES

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

SECTION 16 – CONFLICTS

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

SECTION 17 – APPLICABLE LAW

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

limit the LPCL.

[Signatures appear on the following page]

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

WITNESS

DIRECTIONAL LOGIC, INC



Digitally signed by
jenny@directionallogic.com
DN: cn=jenny@directionallogic.com,
email=jenny@directionallogic.com
Reason: I agree to the terms defined by
the placement of my signature on this
document
Date: 2023.04.05 09:54:00 -07'00'

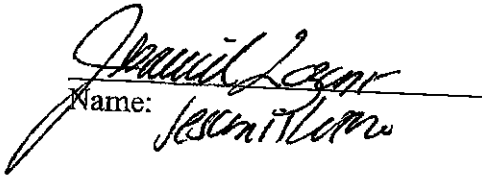
Name: _____

By: _____

Name: Jenny Young
Title: President

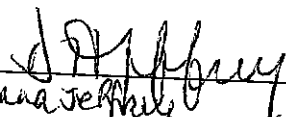
WITNESS

JERSEY CITY REDEVELOPMENT AGENCY



Name: _____
Jesenia Thomas

By: _____



Name: Diana Jeffery
Title: Executive Director

EXHIBIT A TO FORM OF AGREEMENT
PROPOSAL DATED NOVEMBER 29, 2022

To be attached.

EXHIBIT B TO FORM OF AGREEMENT

JCRA RESOLUTION 22-SP12-1

To be attached.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
THE AWARD OF CONTRACT NO. 22-12-RN18 FOR COST
ESTIMATOR SERVICES FOR THE PROPERTY LOCATED AT
BLOCK 9501, LOT 22, COMMONLY KNOWN AS 84 SIP
AVENUE/25 JOURNAL SQUARE, ALSO KNOWN AS 25
PATHSIDE, WITHIN THE JOURNAL SQUARE 2060
REDEVELOPMENT AREA**

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

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

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

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

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

WHEREAS, in furtherance of the goals and objectives of Redevelopment Law and Redevelopment Plan and to support the Pathside Museum Project, the Agency requires cost estimator services (the "**Services**"); and

WHEREAS, on November 3, 2022, by Resolution No. 22-SP11-2 the Agency authorized the use of competitive contracting to procure the Services pursuant to *N.J.S.A. 40A:11-4.1 et seq.*; and

WHEREAS, on November 4, 2022, the Agency issued a Request for Proposals for the Services (the "**RFP**") pursuant to the competitive contracting process set forth in the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the "**LPCL**"), including but not limited to *N.J.S.A. 40A:11-4.3*; and

WHEREAS, the Agency received seven (7) proposals (each, a "**Proposal**" and collectively, the "**Proposals**") in response to the RFP; and

WHEREAS, the Agency formed an evaluation committee (the "**Evaluation Committee**") to review the Proposals; and

WHEREAS, the Evaluation Committee reviewed the Proposals and counsel for the Agency prepared a report in accordance with *N.J.S.A. 40A:11-4.5(d)* (the "**Evaluation Report**") evaluating the Proposals and, in accordance with the RFP terms, recommended awarding a contract for the Services to Directional Logic, Inc. ("**Directional Logic**"); and

WHEREAS, the Agency wishes to authorize the award of a contract with Directional Logic (the "**Contract**") for an amount not to exceed \$312,550 to perform the Services, based on the terms and conditions set forth in the RFP and Directional Logic's Proposal, for a term to expire upon completion of the Services and all related tasks, or twelve (12) months after the effective date of the Contract, whichever is earlier; and

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

WHEREAS, notice of the award of the Contract shall be published in a newspaper of general circulation in accordance with *N.J.S.A. 40A:11-4.5(g)*,

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 Directional Logic for an amount not to exceed \$312,550 to perform the Services, based on the terms, conditions and rates set forth in the RFP and Directional Logic's Proposal,

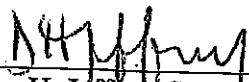
for a term to expire upon completion of the Services and all related tasks, or twelve (12) months after the effective date of the Contract, whichever is earlier.

Section 3. The Chair, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to negotiate, execute and deliver the Contract with Directional Logic for Services to effectuate this Contract award, in consultation with counsel, and to undertake all actions necessary to effectuate the Contract and this Resolution, all in accordance with the LPCL, and to execute any and all other documents necessary to effectuate this Resolution, in consultation with counsel.

Section 4. The Agency shall publish notice of the award of the Contract in a newspaper of general circulation in accordance with the LPCL.

Section 5. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Special Meeting of December 6, 2022.


Diana H. Jeffrey, Secretary

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

EXHIBIT C TO FORM OF AGREEMENT

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

To be attached.

EXHIBIT D TO FORM OF AGREEMENT

MANDATORY AFFIRMATIVE ACTION LANGUAGE

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

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

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

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

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

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

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

3. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies

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

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

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

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

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

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

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

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

EXHIBIT E TO FORM OF AGREEMENT

STATUTE PROHIBITING DISCRIMINATION IN PUBLIC CONTRACTS

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

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

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
ENTRY INTO A SETTLEMENT AGREEMENT FOR PROPERTY
LOCATED BETWEEN LOTS 38 AND 39 ON BLOCK 10704,
COMMONLY KNOWN AS 61-63 SIP AVENUE, WITHIN THE
JOURNAL SQUARE 2060 REDEVELOPMENT AREA**

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

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

WHEREAS, 57 Sip Realty, LLC, is the owner of property located at 57 Sip Avenue, Jersey, City, New Jersey (Block 10704, Lot 1) (the "**57 Sip Avenue Property**") that had included a 3-foot strip of land that extends from 57 Sip Avenue for 37.5 feet in a northwesterly direction to Jones Street within the Journal Square 2060 Redevelopment Area; and

WHEREAS, 61-63 Sip Avenue, LLC is the owner of property located at 61-63 Sip Avenue, Jersey City, New Jersey (Block 10704, Lot 39) (the "**61-63 Sip Avenue Property**") and also the owner of 54 Jones Street, Jersey City, New Jersey (Block 10704, Lot 38) (the "**54 Jones Street Property**") within the Journal Square 2060 Redevelopment Area; and

WHEREAS, the 3-foot strip of land (the "**3-foot strip**") extending from the 57 Sip Avenue Property runs along the rear of the 61-63 Sip Avenue Property, separating the 61-63 Sip Avenue Property from the 54 Jones Street Property; and

WHEREAS, the JCRA, having filed a Verified Complaint on September 27, 2019, in the Superior Court of New Jersey, Hudson County, entitled Jersey City Redevelopment Agency v. 57 Sip Realty, LLC, et als., bearing docket no. HUD-L-3733-19 (the "**Lawsuit**"), seeking condemnation of the 3-foot strip so as to allow 61-63 Sip Avenue, LLC to develop both the 61-63 Sip Avenue Property and 54 Jones Street Property as a singular development site within the Journal Square 2060 Redevelopment Area, and the Court having entered an Order thereafter permitting JCRA to immediate and exclusive possession of the 3-foot strip; and

WHEREAS, commissioners appointed by the Court held a hearing and thereafter made an award of the appraisal of the value of the 3-foot strip resulting from the taking; and

WHEREAS, certain defendants in the Lawsuit, 57 Sip Realty, LLC and Earle Realty, LLC, thereafter filed an appeal of the commissioners' award and sought additional damages for loss of property value for a partial taking (the "**Remainder Claims**"); and

WHEREAS, the parties to the Lawsuit seek to settle the claims therein, including the Remainder Claims, and have freely and willfully reached an agreement.

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

Section 1. The above recitals are incorporated by reference as if fully set forth herein.

Section 2. The JCRA as the plaintiff is hereby authorized to enter into a Settlement Agreement with defendants 57 Sip Realty, LLC and Earle Realty, LLC, and defendant, 61-63 Sip Avenue, LLC, the form of which is attached hereto and made part hereof as **Exhibit A**.

Section 3. The Executive Director is hereby authorized and directed to take all actions necessary to effectuate this Resolution, in consultation with counsel, including the execution of the approved Settlement Agreement and any other associated documents necessary to effectuate the purposes of this Resolution.

Section 4. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

Section 5. This Resolution shall take effect immediately.

Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of May 16, 2023.

C. J. Fine
~~Diana H. Jeffrey, Secretary~~
 Christopher Fiore, Deputy ED

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

SETTLEMENT AGREEMENT

This is a Settlement Agreement (the "Agreement") by and among Plaintiff, Jersey City Redevelopment Agency ("Plaintiff" or "JCRA"), Defendants, 57 Sip Realty, LLC and Earle Realty, LLC, and Defendant, 61-63 Sip Avenue, LLC, (collectively the "Parties"), dated as of _____,

WHEREAS, 57 Sip Realty, LLC, is the owner of property located at 57 Sip Avenue, Jersey City, New Jersey (Block 10704, Lot 1) (the "57 Sip Avenue Property") that had included a 3-foot strip of land that extends from 57 Sip Avenue for 37.5 feet in a northwesterly direction to Jones Street; and

WHEREAS, 61-63 Sip Avenue, LLC is the owner of property located at 61-63 Sip Avenue, Jersey City, New Jersey (Block 10704, Lot 39) (the "61-63 Sip Avenue Property") and also the owner of 54 Jones Street, Jersey City, New Jersey (Block 10704, Lot 38) (the "54 Jones Street Property"); and

WHEREAS, the 3-foot strip of land (the "3-foot strip") extending from the 57 Sip Avenue Property runs along the rear of the 61-63 Sip Avenue Property, separating the 61-63 Sip Avenue Property from the 54 Jones Street Property; and

WHEREAS, Plaintiff, JCRA, having filed a Verified Complaint on September 27, 2019, in the Superior Court of New Jersey, Hudson County, entitled Jersey City Redevelopment Agency v. 57 Sip Realty, LLC, at als., bearing docket no. HUD-L-3733-19 (the "Lawsuit"), seeking condemnation of the 3-foot strip so as to allow 61-63 Sip Avenue, LLC to develop both the 61-63 Sip Avenue Property and 54 Jones Street Property as a singular development site, and the Court having entered an Order thereafter permitting Plaintiff, JCRA, to immediate and exclusive possession of the 3-foot strip; and

WHEREAS, commissioners appointed by the Court held a hearing and thereafter made an award of the appraisal of the value of the 3-foot strip resulting from the taking; and

WHEREAS, Defendants, 57 Sip Realty, LLC and Earle Realty, LLC, thereafter filed an appeal of the commissioners' award and sought additional damages for loss of property value for a partial taking (the "Remainder Claims"); and

WHEREAS the Parties having amicably settled the matter, and each party represented by independent counsel, Kira A. Dabby, Esq., of Spiro, Harrison & Nelson, for Plaintiff, JCRA, Andrew J. Karas, Esq., of Fox Rothschild, LLP for Defendants, 57 Sip Realty, LLC and Earle Realty, LLC, Eugene T. Paolino, Esq., of Genova Burns, LLC, for Defendant, 61-63 Sip Avenue, LLC, and having freely and willfully reached an agreement.

NOW, THEREFORE, in consideration of the promises, covenants and representations set forth herein, the adequacy, receipt and sufficiency of which is hereby acknowledged and intending to be legally bound, the Parties hereby agree as follows:

1. Settlement Agreement. The Settlement Agreement (the "Agreement") between the Parties is composed of the mutual release and other clauses as set forth in this Agreement.
2. Terms. Defendant, 61-63 Sip Avenue, LLC, shall pay to Defendant, 57 Sip Realty, LLC, the sum of \$187,500.00 within fourteen (14) days of the date of this Agreement (the "Payment"). All Parties agree that the Payment constitutes a negotiated settlement for the JCRA's condemnation of the 3-foot strip, including any and all actual or potential damages arising out of the JCRA's condemnation of the 3-foot strip. After Payment the Parties shall cooperate with regard to the filing of a joint stipulation of dismissal of the Lawsuit. The Parties understand that no monetary consideration is to be paid or received other than the Payment referenced in this Paragraph 2. The Parties will make no other payments and will provide no other consideration, such as for attorneys' fees or expenses, and no other payment or performance has been promised. The Payment shall include, and shall not be in addition to, the \$35,000 currently deposited with the Superior Court of New Jersey Trust Fund Unit. The Parties shall cooperate to submit a consent order to the Superior Court to obtain release of the funds held in trust.
3. Mutual Release. The Parties hereby release each other and their officials, representatives, employees, agents, lawyers, and insurers from all claims or actions asserted in and/or arising from and/or that could have been asserted in the Lawsuit, including but not limited to any claims relating in any way to the JCRA's condemnation of the 3-foot strip. Such release is subject to the exceptions set forth in Paragraph 4 of this Agreement.
4. Default. If either party is in breach of this Agreement subsequent to the date of the above release, the other party may seek damages. The prevailing party of any such action shall be entitled to reasonable attorneys' fees.
5. Legal Fees. All counsel fees incurred in connection with this dispute up to the date of this Agreement shall be the sole responsibility of the party who incurred the counsel fees.
6. Reliance. Each of the Parties to this Agreement acknowledges that it has relied on the advice of its own attorneys in entering into this Agreement and each further acknowledges that it has been afforded a full and complete opportunity to review and evaluate the terms and conditions of the settlement itself and of this Agreement. Each Party acknowledges that this Agreement was the subject of negotiation between attorneys and waive any presumption against the drafter.
7. No Waiver Unless in Writing. Waiver of any term or condition of this Agreement by any party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other term or condition of this Agreement.
8. Titles Irrelevant. The titles given to the enumerated paragraphs of this Agreement are for convenience only and are not intended to be used in construing or interpreting the terms of this Agreement.
9. Parties Bound. This Agreement expressly binds and inures to the benefit of all Parties hereto as well as to all of their heirs, successors and assigns.

10. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereto and supersedes all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the Parties or their representatives, oral or written, respecting such subject matter. The Parties agree that this Agreement was reached with the advice of counsel and that no party shall be considered the drafter in connection with any dispute, including but not limited to any dispute regarding an alleged ambiguity.

11. Execution in Counterparts. This Agreement may be executed in counterparts, or by facsimile, all of which constitute a single, entire agreement.

12. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New Jersey (without regard to conflict of law principles).

13. No Assignment. The Parties represent and warrant that they have not assigned or otherwise transferred any actual or potential rights, actions, or claims for damages against any other Party relating to the Lawsuit or to any other individual or entity prior to execution of this Agreement.

Jersey City Redevelopment Agency

Name:

Dated:

57 Sip Realty, LLC

Name:

Dated:

Earle Realty, LLC

Name:

Dated:

61-63 Sip Avenue, LLC

Name:

Dated:

DATE	BY	REVISIONS
11/20/03	CHOW	1.00
11/20/03	CHOW	1.01
11/20/03	CHOW	1.02
11/20/03	CHOW	1.03
11/20/03	CHOW	1.04
11/20/03	CHOW	1.05
11/20/03	CHOW	1.06
11/20/03	CHOW	1.07
11/20/03	CHOW	1.08
11/20/03	CHOW	1.09
11/20/03	CHOW	1.10
11/20/03	CHOW	1.11
11/20/03	CHOW	1.12
11/20/03	CHOW	1.13
11/20/03	CHOW	1.14
11/20/03	CHOW	1.15
11/20/03	CHOW	1.16
11/20/03	CHOW	1.17
11/20/03	CHOW	1.18
11/20/03	CHOW	1.19
11/20/03	CHOW	1.20



SEE SHEET 122 SEE SHEET 121 SEE SHEET 134 SEE SHEET 108

SEE SHEET 95

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

TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1" = 50' AUGUST, 2008
RICHARD A. MORALLE, P.E., P.L.S.
T & M ASSOCIATES
11 TINDALL NEW JERSEY 07033
THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED
DRAFTING DESIGN (CADD) AND COORDINATE GEOMETRY.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A CONTRACT WITH SUBURBAN CONSULTING ENGINEERS, INC. FOR SURVEYING SERVICES FOR THE PROPERTIES LOCATED AT BLOCK 27804, LOT 13 AND BLOCK 28401, LOT 40 WITHIN THE MORRIS CANAL GREENWAY IN THE CITY OF JERSEY CITY

WHEREAS, the Jersey City Redevelopment Agency (the "**Agency**") was established by the City of Jersey City (the "**City**") 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 accordance with the Redevelopment Law, the City designated that certain area known as the Grand Jersey Redevelopment Area (the "**Redevelopment Area**") and enacted a redevelopment plan entitled the "Grand Jersey 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 City and the Agency have determined to participate in a project to develop certain properties throughout the City along the route of the historic Morris Canal, once a freight corridor that connected the Delaware and Hudson Rivers, into a 111-mile continuous pedestrian and bicycle trail (the "**Morris Canal Greenway**"); and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, specifically *N.J.S.A. 40A:12A-22(k)*, the Agency from time to time requires the services of certain surveying professionals to assist the Agency in redeveloping the Morris Canal Greenway; and

WHEREAS, Suburban Consulting Engineers, Inc. ("**SCE**") submitted a proposal, dated April 12, 2023 (the "**Proposal**"), proposing to perform surveying services for a portion of the Morris Canal Greenway on Block 27804, Lot 13 and Block 28401, Lot 40, known as: Segment 3 (the "**Surveying Services**") also known colloquially as the Country Village portion of the Greenway; and

WHEREAS, the Agency has determined it has a need for the Surveying Services in order to proceed with redevelopment of the Properties; 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, SCE possesses the skills and expertise necessary to perform and complete the Surveying Services set forth in the Proposal; and

WHEREAS, the Agency desires to enter into a professional services contract with SCE (the "**Contract**") to perform the Surveying Services outlined in the Proposal, for a total amount not to exceed Two Hundred Twenty Six Thousand Nine Hundred Fifty (\$226,950.00), payable in accordance with the cost breakdown set forth in the Proposal; and

WHEREAS, in accordance with the LPCL, *N.J.S.A. 40A:11-5(1)(a)(i)*, the Surveying Services are professional services exempt from public bidding; and

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

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

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

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

Section 2. The Chair, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to execute and deliver the Contract with SCE to perform and complete the Surveying Services in accordance with, and payable in accordance with the rates set forth in the Proposal for a total amount not to exceed Two Hundred Twenty Six Thousand Nine Hundred Fifty (\$226,950.00), together with any such additions, deletions and/or modifications as may be deemed necessary or desirable by the Agency in consultation with counsel, and to undertake all actions necessary to effectuate the Contract and this Resolution, all in accordance with the LPCL, and to execute any and all other documents necessary to effectuate this Resolution, in consultation with counsel.

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

Section 4. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting held on May 16, 2023.

C. Jeffrey
~~Diana H. Jeffrey, Secretary~~ Christopher Fiore,
 Deputy ED

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



April 25, 2023

Jersey City Redevelopment Agency
c/o BRS Inc.
4 Jackson Square
Jersey City, New Jersey 07305

Attn.: Diana H. Jeffrey
Executive Director

Re.: City of Jersey City, County of Hudson, State of New Jersey
Professional Land Surveying Services
Morris Canal Greenway Segment 3
Block 27804, Lot 13 & Block 28401, Lot 40
Overlap & Encroachment, Corrective Action Survey, & Updated Boundary Survey
Our File No.: Proposal SCE-P12359.012

Dear Ms. Jeffrey:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal to the Jersey City Redevelopment Agency (JCRA) c/o BRS Inc. for the below referenced scope of services. SCE had previously prepared a Boundary & Topographic Survey, titled "Morris Canal Greenway, Lots 4&5, Block 26704, Lot 13, Block 27804 & Lot 40, Block 28401, City of Jersey City, Hudson County, New Jersey", dated February 18, 2022 (the "**2022 Boundary Survey**"). Pursuant to our recent meeting with a representative from BRS, Inc. and McManimon, Scotland & Baumann, LLC, it is our understanding that additional services are requested to further identify the encroachment and deed overlap areas.

It is understood JCRA wishes to identify all encroachments and deed overlap areas. SCE has preliminarily identified those occurrences on the following properties, and this list may be expanded after SCE's work is completed:

- | | |
|------------------------------|---|
| 1. Block 26704, Tax Lot 1 | n/f Shu Lee, Inc. |
| 2. Block 26704, Tax Lot 3 | n/f Shu Lee, Inc. |
| 3. Block 26705, Tax Lot 1 | n/f Mon West Realty Co, Inc. |
| 4. Block 28404, Tax Lot 2.01 | n/f Edith Taghap |
| 5. Block 28404, Tax Lot 3 | n/f Bartholdi 251, LLC |
| 6. Block 28404, Tax Lot 48 | n/f Our Lady of Mercy R.C. Church |
| 7. Block 28402, Tax Lot 1 | n/f Christopher Payumo |
| 8. Block 28402, Tax Lot 2 | n/f Emmanuel G. Balcos |
| 9. Block 28402, Tax Lot 3 | n/f Emmanuel Balcos & Maria Teresita Balcos |
| 10. Block 28402, Tax Lot 13 | n/f Lew Realty Investment Co., LLC |
| 11. Block 29103, Tax Lot 1 | n/f Stacey Nguyen |
| 12. Block 29103, Tax Lot 2 | n/f Marion R. White |
| 13. Block 29103, Tax Lot 41 | n/f Maria Aclan & Raul Aclan |
| 14. Block 29102, Tax Lot 6 | n/f Alex Cheng |
| 15. Block 29102, Tax Lot 12 | n/f Josephine Carter & Joseph Carter |
| 16. Block 29101, Tax Lot 3 | n/f Heron Merrick, LLC |



- | | |
|-----------------------------|---------------------|
| 17. Block 29101, Tax Lot 4 | n/f EMS Realty, LLC |
| 18. Block 29101, Tax Lot 6 | n/f EMS Realty, LLC |
| 19. Block 29101, Tax Lot 25 | n/f EMS Realty, LLC |

SCE has carefully reviewed the documents provided to us by your office, along with additional preliminary research of the record documents available for these sites. We are confident in our abilities to successfully complete the assigned work on-time and in accordance with the project's desired schedule.

SCE continues to be a leader in the industry demonstrated in our commitment to creating solutions for our Clients' success by delivering innovative and practical professional services. Our firm has significant experience with providing professional services in the land surveying field. Our technical team is readily available to meet your project's unique requirements and all services will be performed under the direct supervision of a State of New Jersey licensed Professional Land Surveyor (PLS). Our scope of services for this project is further outlined below.

Scope of Services

1. Updated Boundary & Location Survey

SCE will update the 2022 Boundary Survey with the latest available aerial imagery to depict site conditions and confirm the physical encroachments appear to be substantially similar as currently depicted. If new encroachments are identified, they will be labeled on the survey. SCE will coordinate with the project team and provide updated exhibit for use in the basis of the subsequent phases. It is our understanding JCRA will utilize this survey to identify how to proceed with the subsequent phases.

2. Overlap & Encroachment Identification Exhibit (per Lot)

As directed, on a per lot/exhibit basis, SCE will prepare an Overlap and Encroachment Identification Exhibit utilizing the 2022 Boundary Survey, as updated per Scope of Services #1. The exhibits will depict and quantify the areas of unclear title – deed overlap, as well as physical encroachment between the JCRA property and the adjacent lot in question. It is understood that these exhibits will be used in approaching each adjacent property owner to begin resolving each issue.

3. Surveying Services for Corrective Action (per Lot)

Once JCRA, it's representatives, and the adjacent owner(s) have come to a mutual agreement to resolve the overlap and/or encroachment issues, it is our understanding SCE will be re-engaged to formalize each situation. The solutions will vary from property to property and is difficult to estimate the level of effort required, however the following scenarios are most likely to occur:

- a) Encroachment is removed from Morris Canal Greenway property by the adjacent owner. ***SCE will field survey to confirm new location of improvements and will ultimately document on the Update Boundary Survey – see Scope of Services #4.***
- b) JCRA will grant an encroachment easement to an adjacent property. ***SCE will prepare the exhibit and written description to be executed and filed in the Hudson County Clerk's Office. It is understood JCRA and/or its representative(s) will ultimately***



be responsible for execution and recording of the easement. This new easement will also be depicted in the Updated Boundary Survey – see Scope of Services #4.

- c) A Lot Line adjustment is agreed to by the JCRA and an adjacent owner with potential for an encroachment easement also being necessary, which will be formalized by a Corrective Deed with the adjacent owner, and the resulting new JCRA lot will be formalized by the Updated Boundary Survey & Written Description further detailed in Scope of Services Section #4. **SCE will prepare the exhibit and written description to be included with the Corrective Deed, to be executed and filed in the Hudson County Clerk's Office. It is understood JCRA and/or its representative(s) will ultimately be responsible for execution and recording of the easement.**

Task 1: Records Research & Deed Plotting Analysis

It is our understanding that SCE will not be provided with a title report(s) of the adjacent lot in question. SCE will gather additional records information such as, but not limited to; record adjoining owner deeds, present owner deed, tax map(s), filed map(s), previous survey(s), and any other documents to assist in preparation of actual field instrument survey. This information will be analyzed and plotted in AutoCAD for verification of all mathematical courses and any possible gores or overlaps written in record title documents. Any/all record boundary lines and easements will be illustrated on the Survey.

Task 2: Field Survey

SCE's in-house survey crew personnel will be mobilized to the site and will utilize state-of-the-art survey equipment including, but not limited to GPS and robotic stations to conduct site survey of the property in question. Field Survey will include the measurement and field locating of various historic site improvements and any/all existing boundary evidence (iron pins, pipes, monuments, etc.) found on site. In particular, physical features adjacent to the shared property line will be collected, in addition to any fences, buildings or building additions. SCE will perform all work within New Jersey State Plane Coordinate System (NAD-83(2011) / NAVD-88).

On-site and off-site utilities will be investigated as readily accessible based on the project site conditions. It is the responsibility of JCRA to coordinate site access with each individual property owner.

Task 3: Lot Line Adjustment Plan Deliverable

SCE will download all collected data and place it in AutoCAD for preparation of mapping. The Lot Line Adjustment Plan will be prepared and drafted at an appropriate scale showing all collected field data, including any/all improvements within project area, and found boundary evidence shown with its relationship to the actual boundary lines. Corrected boundary lines resolving the areas of unclear title will be shown on each plan, along with areas of proposed easement agreements, if any.

The Lot Line Adjustment Plan will be prepared in accordance with N.J.A.C. 13:40-5.1 "Land Surveyors; Preparation of Land Surveys" and will be prepared at an appropriate scale to depict the site improvements.



It should be noted that when Boundary Survey services are provided, the cost of the research and the subsequent field and office tasks assume that the available data is relatively accurate and error free. It is difficult to evaluate the accuracy of the data until well into the processing and analytical portion of the survey. If substantial errors are discovered at this stage, the BOE will be notified, and a course of action will need to be agreed upon prior to finalizing the finished product.

Task 4: Set Missing Corner Markers

When a survey is performed, all boundary or corner markers delineating the property surveyed, found, or set, must be described on the plat of survey (N.J.A.C. 13:40-5.1). In accordance with N.J.A.C. 13:40-5.2, and the "ultimate user" has the right to waive this service by signing a corner marker waiver form. ***It is anticipated that JCRA will make decisions on setting corner markers on a lot-by-lot basis, and if JCRA declines to set corner markers, it will be required to sign a waiver, therefore the corner marker waiver form is not included as an attachment to our proposal.***

Task 5: Prepare Written Descriptions

SCE will prepare an updated property description along with a description of the subject area being transferred as depicted on each Lot Line Adjustment Plan. Any easement areas resulting from an agreement between JCRA and the property owner will also be described. ***It is understood JCRA and/or its representative(s) will ultimately be responsible for execution and recording of the deed. This Lot Line Adjustment and any easement will also be depicted in the Updated Boundary Survey – see Scope of Services #4.***

4. Updated Boundary Survey & Written Description

Upon completion of the above phase, it will become necessary to update the Boundary Survey for the Morris Canal Greenway Segment 3 to reflect all the changes. SCE will utilize all approved/executed Lot Line Adjustment Plans to modify and make updates to the boundary configuration, new easements, or resolved encroachment conditions.

The Updated Boundary Survey will be prepared in accordance with N.J.A.C. 13:40-5.1 "Land Surveyors; Preparation of Land Surveys" and will be prepared at an appropriate scale to depict the site improvements.

Additionally, SCE will prepare a written metes and bounds description for the overall Morris Canal Greenway Segment 3 based on the updated Boundary Survey. It is understood that these descriptions may be filed in the Hudson County Clerk's Office when the property is transferred to the City.

5. Project Meetings Allowance

SCE will organize and attend project meetings periodically through the project delivery process to provide progress updates and resolve questions regarding each property as they may arise. SCE estimates approximately 32 hours of staff time may be necessary for which an allowance is being established.



Reimbursable Expenses

Anticipated reimbursable expenses for this project are included in the total fee outlined below. Additional expenses will be billed on a time and material basis in accordance with the Fee Structure provided below. Reimbursable expenses may include mileage, parking and tolls, overnight postage, messenger fees and printing expenses.

Fee Proposal

SCE proposes to provide the above referenced scope of services for the following fees. Invoicing for this project will summarize services provided in accordance with the Phase Level fee limits indicated below.

- | | | |
|--------------------------------------|----------------------|-------------------|
| 1. Update Boundary & Location Survey | Estimated Fee | \$4,500 ** |
|--------------------------------------|----------------------|-------------------|

The following scopes/fees are on a per lot basis:

- | | | |
|---|---------------------|---------------------------|
| 2. Overlap & Encroachment Identification Exhibits | Lump Sum Fee | \$ 1,450 per Lot * |
| 3. Surveying Services for Corrective Action: | | |
| a. Field Survey Verification & Documentation | Lump Sum Fee | \$ 1,950 per Lot * |
| b. Easement for encroachments
Exhibit & Description | Lump Sum Fee | \$ 2,150 per Lot * |
| c. Individual Survey and Description for
Lot Line Adjustment / Corrective Deed | Lump Sum Fee | \$ 5,500 per Lot * |

The following scope/fee are directly dependent of the above per Lot scenarios:

- | | | |
|--|----------------------|--------------------|
| 4. Updated Boundary Survey & Written Description | Estimated Fee | \$ 7,500 ** |
| 5. Project Meetings Allowance | Estimated Fee | \$ 5,000 ** |

**It is unknown how each of the possible nineteen (19) scenarios will ultimately be resolved. Therefore, SCE is providing an estimate for basis of the Total Fee above. The actual number of each may vary during the course of the project. For budgetary purposes the following may ultimate be necessary:*

- | | | | |
|--|------------|------------------|------------------|
| ▪ Overlap & Encroachment Identification Exhibits | x19 | Total Fee | \$ 27,550 |
|--|------------|------------------|------------------|

Of the 19 scenarios identified above, it is anticipated a corrective action will be necessary address each scenario, for budgetary purposes the following may ultimate be necessary:

- | | | | |
|--|-----------|------------------|------------------|
| ▪ Field Survey Verification & Documentation | x6 | Total Fee | \$ 11,700 |
| ▪ Easement for encroachments Exhibit & Description | x7 | Total Fee | \$ 15,050 |
| ▪ Individual Survey and Description for
Lot Line Adjustment / Corrective Deed | x6 | Total Fee | \$ 33,000 |



***It should be noted that our fee is based on several assumptions for the scope of services provided in this proposal relative to project unknowns. If it is determined that there is a significant change of conditions that was not anticipated during the course of the project, SCE will notify the JCRA prior to exceeding the contract amount to address the changes associated with the project and to establish an acceptable course of action needed to complete the scope of services.*

Project Schedule

We are prepared to commence services within two (2) weeks of authorization to proceed and receipt of signed proposal.

Services Not Included Unless Authorized

It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Services and items which have not been included or made part of this proposal include but are not limited to the following:

- Surveying Services other than indicated above
- Application and permit fees
- Owner or Contractor-initiated changes
- Review agency required revisions
- Off-tract improvements design
- Geotechnical investigations
- Environmental Impact Statement
- Minor or Major Site Plan services

Fee Structure

SCE will utilize the following fee structure for all tasks where fee is estimated and for any additional work authorized by Client or for Client-initiated revisions. It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal.

Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. SCE is not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be invoiced in accordance with the fee structure on a time and material basis.

- Principal/Project Officer \$175/hour
- Senior Project Manager \$173/hour
- Project Manager \$168/hour
- Senior Project Licensed Professional \$162/hour
- Project Licensed Professional \$155/hour
- Licensed Professional \$148/hour
- Senior Project Coordinator \$162/hour



- Project Coordinator \$160/hour
- Senior Designer/Senior Survey Analyst \$136/hour
- Designer/Survey Analyst \$128/hour
- Senior Environmental Scientist \$133/hour
- Environmental Scientist \$128/hour
- Senior Project GIS Analyst \$148/hour
- Project GIS Analyst \$138/hour
- GIS Analyst \$133/hour
- Senior GIS Technician \$123/hour
- GIS Technician \$113/hour
- Senior GIS Project Coordinator \$138/hour
- GIS Project Coordinator \$133/hour
- Senior Inspector \$123/hour
- Inspector \$113/hour
- Senior Technician \$118/hour
- Technician \$108/hour
- Project Administrator \$123/hour
- Administrative Support \$68/hour
- Equipment Unit Cost
 - Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
 - Robotic/LiDAR \$50/hour
 - GPS \$25/hour
- Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual cost-plus 15 percent.
- Mileage will be billed in accordance with federal prevailing wage.

Standard Contract Terms & Conditions

In accordance with the above information, Client agrees to the following:

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Suburban Consulting Engineers, Inc. (SCE) for convenience or cause. SCE may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until SCE has been paid in full all amounts due for services, expenses and other related charges.

Hazardous Environmental Conditions

It is acknowledged by both parties that SCE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).



Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Indemnification

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees or sub-consultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Dispute Resolution

Client and SCE agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Use of Electronic Media

Documents that may be relied upon by Client are limited to those that are signed or sealed by SCE. Unsigned files in electronic media format or text, data, graphic or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE makes no representations as to long-term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by SCE at the beginning of this assignment.

Bid Phase Services

If this Agreement provides for any bid phase services by SCE, it is understood that any bid phase services described herein are associated with one (1) contract and one (1) bid period. Should the Client direct the project to be bid and constructed under multiple contracts, or should the bid process fail to result in a successful contract award requiring the need to rebid



the project, SCE's services associated with multiple contracts or re-bidding any contract (original or revised) will be offered under a contract amendment to SCE's scope of services.

Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. It is the Owner's responsibility to advise their contractor of these terms.

Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.

Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by SCE, its employees, agents or subcontractors, SCE's liability and that of its employees, agents and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

Statute of Limitations

The parties agree that any action relating to an alleged breach of the Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.



Billing Schedule

Invoices will be provided monthly based on the Fee Proposal referenced above. Payment is due within ~~fifteen (15)~~ forty-five (45) days from receipt of invoice. A 1-1/2 percent per month late charge will be applied for all past due invoices. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to client. Both parties understand that work will be stopped if account is not current; deliverables will not be furnished if account is past due.

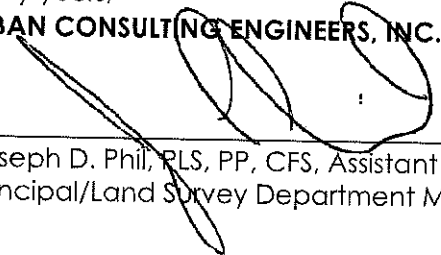
For approved Estimated Fees, time spent will be invoiced on an hourly basis up to the contract amount and will reflect employee time charges including comments for services performed. In the event we anticipate exceeding the approved fees, we will contact the Client for authorization to proceed. If the Client elects not to proceed, we will invoice for services completed to date.

For approved Lump Sum Fees, invoices will reflect a percent complete and will not include employee time or expense details. Each invoice will be prepared to reflect work completed to date on the project.

If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P12359.012) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal contract and authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,

SUBURBAN CONSULTING ENGINEERS, INC.

By: 
Joseph D. Phil, PLS, PP, CFS, Assistant Corporate Secretary
Principal/Land Survey Department Manager

Accepted this _____ Day of _____ 20____

By: _____

(Printed Name & Title)

Cc: Eric E. Tomaszewski (ETomaszewski@msbnj.com)
Karl Kemm (KKemm@MSBNJ.com)

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH NEW LIFE CONSTRUCTION & PROPERTY MANAGEMENT, LLC AS REDEVELOPER FOR 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 Site Redevelopment Area the "**Redevelopment Area**") and is governed by the Scatter Site 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, the Agency previously adopted a resolution conditionally designating New Life Construction & Property Management LLC, 406 Bloomfield Avenue, Bloomfield, NJ 07003 as the redeveloper of the Property, subject to the parties' entry into a redevelopment agreement within a specified period of time; and

WHEREAS, New Life Construction & Property Management LLC has agreed to the terms of a redevelopment agreement with the Agency and the Agency now wishes to authorize the execution of that redevelopment agreement (the "**Redevelopment Agreement**") in substantially the same form as attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Jersey City Redevelopment Agency the Board of Commissioners of the Jersey City Redevelopment Agency hereby approves the Redevelopment Agreement with New Life Construction & Property Management LLC for the redevelopment of the Property in substantially the form attached hereto and authorizes the Agency's Executive Director, Chairman, Vice Chairman and/or Secretary to execute this Redevelopment Agreement with the Redeveloper on behalf of the Agency; and

BE IT FURTHER RESOLVED that the Board Secretary is hereby directed to provide a certified copy of this resolution along with the executed Redevelopment Agreement to the Agency's redevelopment counsel, David A. Clark, Esq., at Gluck Walrath, LLP, 4 Paragon Way, Suite 400, Freehold NJ 07728 and to the attorney for the Redeveloper, Daniel J. Figueroa, Esq., Cardan Partners LLC, 17 Watchung Avenue, Suite 204, Chatham, New Jersey 07928..

C. Fiore~~Diana H. Jeffrey, Secretary~~

Christopher Fiore, Deputy EO

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its regular meeting of May 16, 2023.

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY 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.

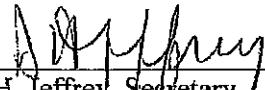
Section 2. New Life Construction & Property Management is hereby conditionally designated as the Redeveloper of the Property for a period commencing upon the adoption of this Resolution and ending on July 31, 2023, unless extended for an additional period of no more than thirty (30) days by the Executive Director in her sole discretion.

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.


Diana H. Jeffrey, Secretary

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

REVISIONS	DATE	BY	DESCRIPTION
1	11/15/01	1000	1000
2	11/15/01	1000	1000
3	11/15/01	1000	1000
4	11/15/01	1000	1000
5	11/15/01	1000	1000
6	11/15/01	1000	1000
7	11/15/01	1000	1000
8	11/15/01	1000	1000
9	11/15/01	1000	1000
10	11/15/01	1000	1000



THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY, 2008, SIGNED
BY SAUL C. DICICCIATO, CTA AND
ASSIGNED SERIAL NUMBER 899

TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1" = 40' ASSESSOR: 2008
RICHARD A. MORALLE, P.E., P.L.S.
T.A. ASSOCIATES
11 TRINITY ROAD, SUITE 100
NEW JERSEY 07102

THIS AGREEMENT (the "Agreement" or the "Redevelopment Agreement") made on or as of the ____ day of _____, 2023 by and between the **JERSEY CITY REDEVELOPMENT AGENCY** (the "Agency"), an autonomous agency of the City of Jersey City with offices at 4 Jackson Square, Jersey City, New Jersey 07305, and **NEW LIFE CONSTRUCTION & PROPERTY MANAGEMENT, LLC** (the "Redeveloper"), a limited liability company having its offices at 406 Bloomfield Avenue, Bloomfield, NJ 07003 (collectively, the "Parties").

WITNESSETH:

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, in furtherance of these statutory powers, the Municipal Council of the City of Jersey City adopted Ordinance 06-135 authorizing a designated public officer to identify abandoned property within the City and to place such property on an abandoned property list; and

WHEREAS, the City of Jersey City (the "City") has designated a public officer to identify abandoned property within the City and to place such property on an abandoned property list under the NJURA and the APRA; and

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 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 Scatter Sites Redevelopment Area and is governed by the Scatter Sites 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, in this capacity, the Agency is authorized to contract with redevelopers for the development of properties located within redevelopment areas; and

WHEREAS, based upon its review of the submissions and presentations made by representatives of the Redeveloper, the Agency has determined that the Redeveloper has the professional experience and financial capabilities to carry out the redevelopment of the Property in accordance with the Redevelopment Plan; and

WHEREAS, the Parties now wish to enter into this Redevelopment Agreement in order to memorialize the terms and conditions of their agreement with regard to the sale and redevelopment of the Property.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, and for the benefit of the Parties hereto and general public and to implement the purposes of the LRHL, and the Redevelopment Plan, the Parties do hereby covenant and agree each with the other as follows:

ARTICLE 1

DEFINITIONS

1.1. Defined Terms. The Parties agree that the defined capitalized terms used in this Agreement shall have the meaning specified in the recitals above (each of which is hereby incorporated into and made part of this Agreement) or as set forth in the list below, or as may be expressly ascribed to such capitalized terms elsewhere in this Agreement, such definitions to be applicable equally to the singular and plural forms of such terms:

“Affiliate” means an entity which is controlled by either the Redeveloper or by any individual or entity that owns or controls more than 50% of the voting stock of, or beneficial interest in, the Redeveloper. The term “control” as used with respect to any party, means the ownership, directly or indirectly of more than 50% of the voting stock of such corporation (or its equivalent for a limited liability company or partnership), or the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation, partnership, association or other entity or organization, or to receive, directly or indirectly, more than 50% of the profits of such corporation, partnership, association or other entity or organization (whether through the ownership or voting stock, by contracts or otherwise).

“Agency” means the Jersey City Redevelopment Agency, an autonomous agency of the City of Jersey City, with offices at 4 Jackson Square, Jersey City, New Jersey 07305.

“Agency Costs” shall have the meaning set forth within Section 3.1 of this Agreement.

“Agreement” or “Redevelopment Agreement” shall mean this redevelopment agreement between the Agency and the Redeveloper.

“Applicable Laws” shall mean all federal, state and local laws, ordinances, approvals, rules, regulations statutes, permits, resolutions, judgments, orders, decrees, directives, interpretations,

standards, licenses and other similar requirements applicable to this Agreement, the Project and/or the Property, including but not limited to the following: the LRHL; the Municipal Land Use Law, N.J.S.A. 40:55D -1 et seq.; the Eminent Domain Act, N.J.S.A. 20:3-1 et seq.; the Fair Housing Act, N.J.S.A. 50:27D-301 et seq.; the New Jersey Housing and Mortgage Finance Agency Law, N.J.S.A. 55:14K-1 et seq.; the New Jersey Green Acres Land Acquisition and Recreation Opportunities Act, N.J.S.A. 13:8A-35 et. seq. and the Green Acres regulations, N.J.A.C. 7:36-1.1 et seq.; all State and City laws governing historic preservation, including but not limited to N.J.S.A. 13:1B-15.128 et seq., the regulations promulgated thereunder, N.J.A.C. 7:4-2.4 et seq., and Title 40, Chapter 9 of the Municipal Code of the City of Jersey City, as each may be amended and supplemented; the zoning ordinances of the City of Jersey City, as and to the extent applicable pursuant to the terms of the Redevelopment Plan; relevant construction codes including construction codes governing access for people with disabilities; and all other applicable federal, state or local zoning, land use, environmental, health and safety laws, ordinances, rules and regulations, and federal and state labor standards or regulations, if any, including but not limited to the Prevailing Wage Act (if determined to be applicable to the Project).

"APRA" shall have the meaning set forth in the recital clauses above.

"Application" means any application for Governmental Approval submitted by or on behalf of the Redeveloper, including all plans, drawings, documentation and presentations necessary and appropriate for the purpose of obtaining any and all Governmental Approvals required to implement and complete the Project.

"Certificate of Completion" means written acknowledgment by the Agency in recordable form that the Redeveloper has completed construction of the Project on the Property in accordance with the requirements of this Redevelopment Agreement.

"Certificate of Occupancy" shall be as defined in the City's Municipal Code and in the applicable provisions of the Uniform Construction Code.

"City" means the City of Jersey City, New Jersey.

"Closing" means the conveyance of title to the Property to the Redeveloper by the Agency or by any other person or entity.

"Closing Date" means the date on which title to the Property is conveyed to the Redeveloper by the Agency or by any other person or entity.

"Commence Construction", "Commencement of Construction", or "Commencement Date" shall mean the date on which the construction force and machinery are mobilized for construction of the Project on the Property and physical construction begins, which may include clearing and grading, as applicable in accordance with Governmental Approvals.

"Completion of Construction", "Complete Construction" or "Completion Date" means the date on which the Redeveloper has completed construction of the Project on the Property as evidenced by the issuance of a Certificate of Completion for the Project.

"Completion Notice" or "Notice of Completion" means a written notification of Completion of Construction and request by the Redeveloper for the issuance by the Agency of a Certificate of Completion for the Property.

"Concept Plan" means a general plan depicting the size, type and location of the structures and other appurtenances which the Redeveloper proposes to construct on the Property.

"Construction Period" means the period of time beginning on the Commencement Date and ending on the Completion Date for the Property.

"Construction Schedule" means the timetable and performance milestones for design, obtaining Governmental Approvals, environmental remediation (if necessary), site preparation, and Completion of Construction of the Project on the Property, as may be modified or adjusted from time to time in accordance with the provisions of this Agreement.

"Days" shall mean calendar days.

"Declaration of Covenants and Restrictions" or "Declaration of Restrictions" means the redevelopment covenants and restrictions that will encumber the Property and run with the land, setting forth certain undertakings of and restrictions applicable to Redeveloper and its permitted successors and assigns in connection with the ownership and redevelopment of the Property, all as more particularly described in Article 7 of this Agreement.

"Declaration of Reverter" shall have the meaning set forth within Section 10.8 of this Agreement.

"Default" means a condition or event which constitutes or would constitute, after notice and a right to cure or lapse of time or both, an Event of Default as more particularly defined in Article 10 of this Agreement.

"Effective Date" means the date of complete execution of this Agreement by the Redeveloper and the Agency.

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

58:10A-1 et seq.; the New Jersey Environmental Rights Act, N.J.S.A. 2A:35A-1, et seq.; and the rules and regulations promulgated thereunder, as now in force or as may hereinafter be modified or amended.

"Event of Default" shall have the meaning set forth within Section 10 of this Agreement.

"Force Majeure Event" means causes beyond the reasonable control and not due to the fault or negligence of the party seeking to excuse delay or failure of performance of an obligation hereunder by reason thereof, including, but not limited to, declarations of public emergency; acts of nature (as to weather-related events, limited to severe and unusual events or natural occurrences such as hurricanes, tornadoes, earthquakes, and floods not reasonably foreseeable at the time the Construction Schedule is agreed to); acts of the public enemy; acts of war; fire; epidemics; quarantine restrictions; blackouts; power failures or energy shortages; governmental embargoes; strikes or similar labor action by equipment or material suppliers or transporters; or unavailability of necessary building materials (provided that the Redeveloper has no commercially reasonable alternatives to avoid the impact thereof on the progress of the Project). The consequential effects of a Force Majeure Event (e.g. impact on market conditions) shall not be considered a Force Majeure Event. During any Force Majeure Event that affects only a portion of the Project, the Redeveloper shall to the maximum extent feasible continue to perform its obligations for the balance of the Project unaffected by the Force Majeure Event. The existence of a Force Majeure Event shall not prevent the Agency from issuing a Notice of Default or from the occurrence of an Event of Default by the Redeveloper if the event that is the basis of the Event of Default is not a result of the Force Majeure Event.

"Governmental Approvals" means all final and unappealable local, state and federal governmental approvals necessary or appropriate for implementation and completion of the Project on the Property in accordance with the terms of this Agreement, including without limitation preliminary and final site plan approval; preliminary and final subdivision approval, if and as applicable; environmental permits, including but not limited to wetlands and storm water drainage permits; permits, consents, permissions or approvals relating to historic preservation matters; utilities-related permits, including permits related to water supply and sewer service; and all other necessary permits, licenses, consents, permissions or approvals from or required by governmental agencies.

"Minority" or "Minorities" means a person who is a citizen or lawful permanent resident of the United States and who is either one or a combination of: (i) African American (a person having origins in any of the black racial groups of Africa), (ii) Alaskan Native and/or American Indian (a person having origins in any of the original peoples of North America), (iii) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, Hawaii or the Pacific Islands), (iv) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race), or (v) Female (a person of the female gender).

"NJDEP" shall mean the New Jersey Department of Environmental Protection.

"NJURA" shall have the meaning set forth in the recital clauses above.

"Notice of Default" shall have the meaning set forth in Section 10.2(a) of this Agreement.

"Parties" means the Agency and the Redeveloper.

"Permitted Exceptions" shall have the meaning set forth within Section 3.3(d)(iii) of this Agreement.

"Planning Board" shall mean the Jersey City Planning Board.

"Prevailing Wage Act" shall mean the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et. seq.

"Professional Costs" shall have the meaning set forth within Section 3.1(d) of this Agreement.

"Professional Costs Escrow" shall have the meaning set forth within Section 3.1(d) of this Agreement.

"Project" shall have the meaning set forth within Section 2.4 and **Schedule B** of this Agreement.

"Project Budget" shall mean the budget, as approved by the Agency in accordance with this Agreement, for the rehabilitation or redevelopment of the Property detailing all of the projected costs for the redevelopment of the Property.

"Property" shall mean the real property located at 9 Myrtle Avenue, Jersey City, New Jersey and identified on the City's official tax map as Block 23703, Lot 12 and as described in **Schedule A** to this Agreement.

"RAO" means a written remedial action outcome determination by a Licensed Site Remediation Professional pursuant to the SRRA, indicating that the Property has been successfully Remediated and that no further action is necessary.

"Redeveloper" shall mean New Life Construction & Property Management, LLC, a limited liability company having its offices at 406 Bloomfield Avenue, Bloomfield, NJ 07003.

"Redevelopment Plan" means the Scatter Sites Redevelopment Plan and/or any other redevelopment plan adopted by the City which in any way governs, concerns, relates to, and/or regulates the Project or the Property.

"Remediation" or **"Remediate"** means all necessary actions required under Environmental Laws or any other Applicable Law to investigate and clean up, remove, or otherwise respond to the known or suspected presence or threatened discharge of hazardous substances or hazardous wastes on or migrating from the Property, including, as necessary, preliminary assessment, site investigation, remedial investigation, and remedial action.

“SRRA” means the Site Remediation Reform Act, N.J.S.A 58:10C-1 et seq.

“Termination Notice” shall have the meaning set forth within Section 10.3 of this Agreement.

ARTICLE 2

REDEVELOPER DESIGNATION; TERM OF AGREEMENT; THE PROJECT

2.1 Redeveloper Designation. The Agency hereby designates and appoints the Redeveloper as the redeveloper of the Property. In connection with such designation and appointment, the Redeveloper shall have the exclusive right and obligation to perform development and redevelopment activities on the Property under the framework and in accordance with the terms of this Agreement, the Redevelopment Plan and Applicable Laws.

2.2 Redevelopers' Scope Of Undertaking. The services and responsibilities undertaken by the Redeveloper, as more particularly set forth in this Agreement, shall include the following: all aspects of the design; development; Remediation (if necessary); site preparation; construction and operation of the Project on the Property, including, without limitation, engineering, permitting, and the performance of or contracting for and administration and supervision of all construction required in connection with the Project; arrangement for interim and final inspections and any other actions required to satisfy the requirements of all Governmental Approvals necessary to develop the Project on the Property; all aspects of the funding of the Project, including equity funding and construction, interim and permanent financing; and the ongoing maintenance of the Property.

2.3 Term Of Agreement. This Agreement shall commence on the Effective Date and shall expire upon the issuance of a Certificate of Completion for the Project, except with regard to those provisions which expressly survive the issuance of a Certificate of Completion.

2.4 The Project. The project shall consist of either the gut rehabilitation of the two family home on the Property in a manner confirming to the requirements of the Redevelopment Plan so that it may be leased by the Redeveloper to tenants, the satisfactory completion of which shall be evidenced by the Agency's issuance of a Certificate of Completion (as set forth within Schedule B attached hereto, the “Project”). The Redeveloper shall be responsible to apply for and to obtain all Governmental Approvals necessary to undertake and to timely complete the Project and all Applications submitted by or on behalf of the Redeveloper shall conform in all material respects to the Redevelopment Plan that governs the Property and all Applicable Laws.

2.5 Recommendation Regarding Removal Of Property From the Abandoned Property List. Upon issuance of a Certificate of Completion, the Agency shall recommend to the Public Officer appointed under the APRA that he or she remove the Property from the abandoned property list maintained by the City.

2.6 Option To Terminate Agreement. Since a final appraisal report valuing the Property has not yet been issued, the Parties wish to reserve the right to review that final appraisal report and to thereafter determine whether or not to proceed with this Project. For that reason, the Parties shall

have the option to terminate this Agreement for any reason within fourteen (14) Days of their receipt of the final appraisal report for the Property by providing written notice thereof to the other party. In the event that this option is exercised by either of the Parties and the Agreement is terminated, the Redeveloper shall be obligated to pay the Agency all Agency Costs incurred through the date of the termination of this Agreement. The Redeveloper shall make such payment to the Agency within fourteen (14) days of its receipt of written notification from the Agency of the amount of the Agency Costs due and owing from the Redeveloper to the Agency.

ARTICLE 3

ACQUISITION AND CONVEYANCE OF THE PROPERTY

3.1 Agency Costs.

3.1(a) Agency Costs Generally. The Redeveloper shall be solely responsible to pay all Agency Costs. As set forth more fully within Sections 3.1(b)-3.1(d) below, the Agency Costs shall be comprised of: (i) the annual administrative fee; (ii) the Acquisition Costs; and (ii) the Professional Costs.

3.1(b) Administrative Fee. (i) The Redeveloper shall pay the Agency an annual administrative fee in accordance with the fee schedule set forth in Subsection 3.1(b)(ii) below to compensate the Agency for the Agency's internal costs arising from this Redevelopment Agreement and the Project. The Redeveloper shall pay the first annual installment of the administrative fee simultaneously with its submission of the executed Redevelopment Agreement to the Agency. Subsequent payments shall be due on an annual basis on the anniversary of the deadline for the initial administrative fee payment. The requirement for the Redeveloper to pay the Agency an annual administrative fee shall continue until the issuance of a Certificate of Completion for the Project or the expiration of the term of this Agreement, whichever occurs first.

(ii) The administrative fee schedule shall be as follows:

<u>Proposed Total Project Costs</u>			<u>Annual Administrative Fee</u>
\$0	-	\$4,999,999	\$5,000
\$5,000,000	-	\$14,999,999	\$10,000
\$15,000,000	-	\$24,999,999	\$20,000
\$25,000,000	-	\$49,999,999	\$30,000
\$50,000,000	-	and above	\$50,000

As the Redeveloper estimates that the total project costs of the Project will be less than four million nine hundred ninety nine (\$4,999,999.00) dollars, the Parties agree that the annual administrative fee for this Project shall be five thousand (\$5,000.00) dollars. provided, however, that if the actual total project costs differ from the Redeveloper's estimated total project costs, then the annual administrative fee shall be paid based upon the actual total project costs pursuant to the fee schedule set forth herein.

(iii) In the event that the Redeveloper seeks a modification or amendment to this

Agreement, the Redeveloper shall remit an application fee to the Agency in the amount of five thousand dollars (\$5,000.00) to compensate the Agency for its internal costs relating to the review and processing of such modification or amendment. Such application fee shall be paid regardless of whether the Agency's Board ultimately approves or disapproves the modification or amendment request.

3.1(c) Acquisition Costs Escrow. The Redeveloper shall be solely responsible to pay the price for the acquisition of the Property as established by negotiated purchase or by a settlement or final judgment in an eminent domain action to acquire the Property (the "Acquisition Costs"). When directed to do so by the Agency, the Redeveloper shall deposit the appraised value of the Property, as established by the final appraisal report, into an escrow account to be held by the Agency for use in paying the Acquisition Costs for the Property (the "Acquisition Costs Escrow"). The Agency shall have the right to direct the Redeveloper to replenish the Acquisition Costs Escrow in an amount to be reasonably determined by the Agency and, within fifteen (15) Days of its receipt of written notice to do so by the Agency, the Redeveloper shall replenish the Acquisition Costs Escrow in that amount. Upon the completion of the Project, or upon the termination of the Agreement, any funds remaining in the Acquisition Costs Escrow shall be first utilized to fully satisfy any outstanding Acquisition Costs, and then any remaining funds shall be promptly returned by the Agency to the Redeveloper.

3.1(d) Professional Costs Escrow. The Redeveloper shall also be solely responsible to pay all of the reasonable professional costs and expenses incurred by the Agency in connection with this Agreement, the acquisition and conveyance of the Property, or the Project, including but not limited to (i) the reasonable attorney's fees, engineering fees, or other outside consultants' fees (but specifically excluding compensation to the Agency for work performed internally by Agency employees) incurred by the Agency relating to the drafting and negotiation of this Agreement, the Project or to the defense of any litigation challenging the validity of the Project or of any governmental action taken by the Agency to effectuate the Project, including but not limited to the Agency's entry into this Agreement, (ii) the Agency's professional costs relating to the acquisition of the Property, including but not limited to title insurance premiums, title search fees, transfer and recording taxes, brokerage fees, attorney fees, appraisal fees (including fees for an architect or engineer to value the cost to rehabilitate the Property), (iii) the Agency's carrying costs for the Property, including but not limited to property taxes, insurance, and property maintenance and upkeep costs (if any), (iv) all professional costs relating to the Agency's conveyance of the Property to the Redeveloper, including but not limited to attorney's fees, title fees, recording fees, and the like, and (v) any other professional costs incurred by the Agency arising from this Redevelopment Agreement, the Property, or the Project (the "Professional Costs"). The Redeveloper shall be responsible to fund an escrow account to be held by the Agency for use by the Agency in paying the Professional Costs (the "Professional Costs Escrow"). Simultaneously with its submission of the executed Redevelopment Agreement to the Agency, the Redeveloper shall pay the Agency the sum of twenty thousand (\$20,000.00) dollars to be deposited by the Agency into the Professional Costs Escrow and used for the purposes authorized herein. If the Professional Costs Escrow is depleted so that there is only two thousand five hundred (\$2,500.00) dollars or less remaining in the escrow and there are still Professional Costs to be paid, the Agency shall provide written notice to the Redeveloper requiring the Redeveloper to replenish the Professional Costs Escrow in an amount to be determined by the Agency and, within fifteen (15) Days of its receipt of such written notice, the Redeveloper shall replenish the Professional Costs Escrow in that amount. Upon the completion of

the Project, or upon the termination of the Agreement, any funds remaining in the Professional Costs Escrow shall first be utilized to fully satisfy any outstanding Professional Costs, and then any remaining funds shall be promptly returned by the Agency to the Redeveloper.

3.1(e) Escrow Procedures The Acquisition Costs Escrow and the Professional Costs Escrow shall be held by the Agency in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in segregated, non interest-bearing accounts referenced to the Agreement. The Agency shall use the escrow account in accordance with the provisions of this Redevelopment Agreement. All professional staff, retained professionals and outside consultants shall bill their time in tenth (1/10) hour increments in accordance with their current contracts with the Agency.

3.1(f) Additional Security For Agency Costs. (i) If the price for the acquisition of the Property is contested, the Agency may, in its sole discretion, issue a written notification to the Redeveloper requiring it to provide the Agency with a letter of credit in a form acceptable to the Agency from an accredited bank or financial institution having an investment rating of "A" or higher in the amount of the difference between the Agency's appraisal and the price sought by the contesting party for the acquisition of the Property (the "Letter of Credit"). The Letter of Credit shall provide, among other things, that if the Redeveloper fails to timely replenish the Acquisition Costs Escrow in the full amount directed by the Agency within fifteen (15) Days of being instructed to do so, the Agency may draw against the Letter of Credit in that amount. If the Agency issues such a written notification to the Redeveloper, the Redeveloper shall provide the Agency with the Letter of Credit within ten (10) Days of its receipt of such notification, and the Redeveloper's failure to do so shall be an Event of Default under this Agreement.

(ii) Additionally, if the Redeveloper fails to pay any of the Agency Costs due and owing to the Agency as of the Closing Date or if there are any post-Closing Agency Costs which are unpaid, the Agency shall have the right, in its sole discretion, to require the Redeveloper to execute a note and mortgage in the amount of these unpaid Agency Costs and to record these documents as liens against the Property and, if the Agency issues such written notification to the Redeveloper, the Redeveloper shall provide the Agency with an executed note and mortgage in recordable form within ten (10) Days of its receipt of such notification, and the Redeveloper's failure to do so shall be an Event of Default under this Agreement.

3.2 The Acquisition Of The Property. The Agency will arrange to appraise the Property in accordance with the valuation process set forth within the APRA and then, once a final appraisal for the Property is issued, the Agency shall use commercially reasonable efforts to acquire title to the Property through negotiated purchase or eminent domain. Such efforts shall include (i) following all of the statutory pre-requisites to a condemnation action required under the Eminent Domain Act, N.J.S.A. 20:3-1 et seq. (the "EDA"), (ii) once such statutory pre-requisites are satisfied, and if the Property cannot be acquired by negotiated purchase, filing a condemnation action pursuant to the EDA, and (iii) once the Redeveloper has made the payment of the appraised value of the Property to the Agency as required under Section 3.1(c) hereunder, depositing the appraised value of the Property into the Superior Court of New Jersey and filing a Declaration of Taking in order to obtain title to the Property. The Agency shall have no obligation to file a Declaration of Taking unless and

until the Redeveloper makes the payment to the Agency of the appraised value of the Property as required under Section 3.1(c) hereunder. If the Agency elects to file a condemnation action and the Redeveloper fails to timely make this payment, the Agency shall have the right to abandon the condemnation action and, in such event, the Redeveloper shall be responsible to pay all of the condemnee's fees arising from such abandonment as Agency Costs. The Agency agrees that it shall provide the Redeveloper with status updates on a regular basis regarding the condemnation action. The Agency shall have the right to select and retain the appraisers, legal counsel and other expert witnesses needed in order to prosecute the condemnation action to its conclusion.

3.3 Agreement To Sell And Purchase The Property. Subject to the terms, conditions and contingencies contained within this Agreement, the Agency agrees to sell the Property to the Redeveloper, and the Redeveloper agrees to purchase the Property from the Agency, on the terms and conditions set forth within this Agreement.

3.3(a) Consideration For Sale. The consideration for the conveyance of the Property shall be the Redeveloper's payment to the Agency of all of the Agency Costs and the Redeveloper's commitment through this Agreement to redevelop the Property with the Project.

3.3(b) Conditions Precedent To Closing. The following are conditions precedent which the Redeveloper must satisfy prior to closing on the Property:

- (i) The Redeveloper's submission of the Project Budget for the Project to the Agency;
- (ii) The Redeveloper's submission of the Concept Plan for the Project to the Agency; and
- (iii) The Redeveloper's submission of the Construction Schedule for the Project to the Agency.

The Agency reserves the right, in its sole discretion, to waive some or all of these conditions precedent and to proceed with closing on the Property; provided, however, that the waiver of some or all of these conditions' precedent shall not release the Redeveloper from the obligation to submit a Project Budget, Concept Plan, and Construction Schedule to the Agency for approval as required under Section 4.2 herein.

3.3(c) Time And Place Of Closing Of Title. Within thirty (30) Days of the date that the Agency takes title to the Property by negotiated purchase (if the Agency acquires the Property through negotiated purchase) or the date that the appeal period expires on a final judgment entered in the taking phase of the Agency's condemnation action to acquire the Property (if the Agency acquires the Property through condemnation), the Agency shall convey title to the Property to the Redeveloper on a Closing Date to be held on a mutually convenient date, time and location; provided, however, that such deadline may be extended by mutual consent of the Parties.

3.3(d) Transfer Of Ownership; Title.

(i) At the Closing for the Property, the Agency shall give the Redeveloper a properly executed Bargain and Sale Deed without covenants (the "Deed"), an adequate affidavit of title, a properly executed affidavit of consideration or exemption, a true copy of the resolution authorizing the sale and conveyance, and such other documentation as may reasonably be requested by Redeveloper's title insurance company. The Deed will contain all of the covenants required under N.J.S.A. 40A:12A-9 and a right of reverter to the Agency as set forth more fully within Section 10.8 of this Agreement.

(ii) The Agency shall transfer and convey to the Redeveloper clear and marketable title to the Property, defined for purposes of this Agreement as insurable by a title insurance company licensed to do business in the State of New Jersey at regular rates free of all claims and rights of others, except for: (a) normal utility easements servicing the Property which do not interfere with Redeveloper's intended use thereof; (b) ALTA 1992 preprinted exceptions; and (c) any Permitted Exceptions (as hereinafter defined).

(iii) Failure to notify the Agency of an objection to title for the Property prior to Closing on the Property shall be deemed a waiver by the Redeveloper of all objections to any lien, encumbrances or other exception revealed by the title report (as waived, or as otherwise deemed acceptable by Redeveloper, "Permitted Exceptions"). In the event that the Agency is unwilling or unable to remedy any such title defect(s) of that particular Property, then the Redeveloper may either (i) waive the objection and proceed to Closing; or (ii) terminate this Agreement. Upon such termination, neither the Redeveloper nor the Agency shall have any further liability under this Agreement as to the Property except as otherwise expressly provided herein. Under no circumstances shall the Agency be obligated to reimburse the Redeveloper for any monies expended by the Redeveloper in connection with this Agreement.

3.3(e) Physical Condition Of The Property; Release As To Environmental Claims.

(i) The Property is being sold to the Redeveloper in an "AS IS" condition. The Redeveloper acknowledges that the Agency has not made any statements, claims or guaranties as to the value or condition of the Property. The Redeveloper fully realizes that the Agency does not assume any responsibility or liability on account of any such physical condition. At the Closing, the Agency shall deliver possession of the Property in the same condition as it is in as of the date that the Agency takes title to the Property, deterioration from ordinary and reasonable usage and exposure to the elements excepted.

(ii) As a condition of accepting the Deed, and except if arising out of the gross negligence or willful misconduct of the Agency or any of its contractors, employees, agents or invitees, at the time of the Closing the Redeveloper shall release the Agency from any and all responsibility, liability and claims for or arising out of the presence on or about the particular Property being conveyed (including in the soil, air, structures and surface and subsurface water) of materials, wastes or substances that are or become regulated under or that are or become classified as toxic or hazardous, under any Environmental Laws, including without limitation, petroleum, oil, gasoline or other petroleum products, byproducts or waste. In addition, and except if arising out of the gross negligence or willful misconduct of the Agency or any of its contractors, employees, agents or invitees, the Redeveloper shall defend, indemnify and hold the Agency harmless from and

against all administrative actions, claims, liabilities, demands, causes of action, debts, obligations, promises, acts, agreements, expenses, costs and damages, of whatever kind or nature, arising out of or related to the presence on or about the Property (including in the soil, air, structures and surface and subsurface water) of materials, wastes or substances that are or become regulated under or that are or become classified as toxic or hazardous, under any Environmental Laws, including, but not limited to, administrative proceedings, third-party suits and claims, made or brought by governmental agencies, persons or entities.

3.3(f) Risk Of Loss. The Agency is responsible for any damage or loss to the Property, except for normal wear and tear, until the Closing; provided, however, that the Agency shall not be required to repair any damage to the existing improvements on the Property.

3.3(g) Building And Zoning Laws. The Property is being sold subject to the Redevelopment Plan and all other Applicable Laws. The Agency makes no representation as to whether the Project as currently conceived by the Redeveloper is consistent with the Redevelopment Plan or any other Applicable Laws.

3.3(h) Brokerage Fees. The Redeveloper and the Agency each represent that they have not dealt with or transacted any business with any broker concerning the purchase of the Property, and each agrees to hold the other harmless from any claim of any broker.

3.3(i) Non-Foreign Affidavit. The Agency shall provide to the Redeveloper at Closing an adequate Non-Foreign Affidavit stating the inapplicability of 26 U.S.C. Section 1445 to the sale of the Property.

3.3(j) Form 1099-B Filing. In compliance with the requirements of the Internal Revenue Code, the Redeveloper's attorney is responsible for collecting certain information from the Agency necessary to complete and file Form 1099-B with the Internal Revenue Service. The Agency agrees to supply all necessary information to the Redeveloper's attorney in order to facilitate such filing.

3.4 License To Enter Property: Obligation To Secure And Maintain Property.

(a) The Agency hereby grants to the Redeveloper a license, without the need for the execution of any additional documents, allowing the Redeveloper and its agents, employees and subcontractors, to enter onto the Property as soon as the Agency takes title to the Property and provides notice thereof to the Redeveloper, subject to the following terms and conditions:

(i) prior to entering onto the Property pursuant to this license, the Redeveloper shall, at its sole cost and expense, purchase and keep in full force and effect insurance as required under Article 11 of this Agreement and shall provide the Agency with a copy of the Certificates of Insurance or other documentation deemed sufficient by the Agency to demonstrate that the insurance required hereunder has been obtained and is in full force and effect.

(ii) the Redeveloper agrees to indemnify and hold harmless the Agency, its agents, employees and or/representatives, against, and the Redeveloper shall pay any and

all liability, loss, cost, damage, claims, judgment, or expenses, of any and all kinds or nature and however arising, imposed by law, which the Agency may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death or damage to the Property, whether real, personal or mixed, arising from or relating in any way to the Redeveloper's activities on the Property under this License, including but not limited to any all claims by workmen, employees or agents of the Redeveloper and unrelated third parties.

(iii) the Redeveloper shall, at its own cost and expense, defend any and all claims, suits and actions which may be brought or asserted against the Agency and its directors, officers, agents, servants or employees arising from or relating in any way to the Redeveloper's activities on the Property under this License; but this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance which may be provided for in this Agreement from its obligation to defend Redeveloper, the Agency, and any other insured named in such policy of insurance in connection with claims, suits or actions covered by such policy. Any cost for reasonable attorney's fees in situations where it is necessary for the Agency to engage its own attorneys or experts and all costs to defend the Agency and its directors, officers, agents, servants or employees shall be reimbursed to the Agency by the Redeveloper in connection with such indemnification claim.

(iv) the Redeveloper shall, at its sole cost and expense, remove and properly dispose of all materials resulting from its activities on the Property under this License. Additionally, if the Redeveloper fails to acquire title to the Property hereunder, the Redeveloper shall, at its sole cost and expense, restore or repair any portion of the Property that was damaged or impacted as a result of the Redeveloper's activities on the Property under the License.

(b) As soon as the Agency takes title to the Property and provides notice thereof to the Redeveloper, the Redeveloper shall be responsible for securing the Property, including with durable fencing, and ensuring that the Property is kept free of debris and trash. The Property shall be kept clear of vegetation, overgrowth of weeds, plantings, and trash and will be maintained in such condition until the Project is completed.

(c) After the conveyance of the Property by the Agency to the Redeveloper, the Redeveloper shall permit the representatives of the Agency access to the Property upon reasonable prior notice at all reasonable times which the Agency may deem necessary for the purposes of the Agreement, including but not limited to, inspection of all work being performed in connection with the construction of the Project. The obligations of this Section shall survive any termination of this Agreement.

ARTICLE 4

IMPLEMENTATION OF THE PROJECT

4.1 Implementation Of The Project. For so long as this Agreement shall remain in effect, the Redeveloper shall have the exclusive right to redevelop or rehabilitate the Property. The Redeveloper agrees to redevelop or rehabilitate the Property in accordance with the terms and conditions of this Agreement, the Redevelopment Plan, Applicable Laws, and all Governmental Approvals applicable thereto. All redevelopment activities performed under this Agreement shall be performed timely and diligently, and provided in accordance with the level of skill and care ordinarily exercised by developers of comparable first class developments.

4.2 Predevelopment Activities And Governmental Approvals.

4.2(a) Governmental Approvals. The Redeveloper shall cause to be prepared and filed, at Redeveloper's sole cost and expense, all applications as may be necessary and appropriate for the purpose of obtaining all Governmental Approvals required to implement the Project consistent with the Construction Schedule. All of the applications shall be in conformity with the applicable Redevelopment Plan, this Redevelopment Agreement and Applicable Laws. The Redeveloper shall provide the Agency with a copy of each application at the same time those applications are submitted to the governmental agency having jurisdiction over the same and shall have a continuing obligation, at the request of the Agency, to promptly provide the Agency with copies of all correspondence to and from each governmental agency relating to these applications.

4.2(b) Diligent Pursuit Of Governmental Approvals. The Redeveloper agrees to prosecute all of the Redeveloper's applications for Governmental Approvals diligently and in good faith. Subject to the requirements of Applicable Law and unless expressly provided otherwise in this Agreement, the Redeveloper shall determine when and in what order to file each specific application. At the Redeveloper's reasonable request, the Agency will, in its reasonable judgment, sign consents or other documents required in connection with the Redeveloper's applications for Governmental Approvals and will supply information which is in the Agency's possession respective thereto. The Agency will, in its reasonable judgment, otherwise cooperate with and support the Redeveloper in connection with the applications for Governmental Approvals as the Redeveloper and the Redeveloper's counsel may reasonably request.

4.2(c) Appeals. If one or more of the Redeveloper's applications for Governmental Approvals is denied, or approved with conditions that the Redeveloper in its commercially reasonable judgment deems unacceptable, then unless the Agency consents in advance to a different course of action, the Redeveloper shall appeal or defend against such action, at its sole cost, and during the pendency of the appeal proceeding otherwise continue as the Redeveloper deems appropriate to seek the remaining Governmental Approvals. Redeveloper shall not be obligated to defend against an action by any person contesting or challenging the grant of Governmental Approvals to the Redeveloper, unless in Redeveloper's reasonable discretion it determines that such course of action is prudent.

4.2(d) Application For "Building Permits". The Redeveloper shall promptly and in a commercially reasonable manner, and in no case later than sixty (60) Days from later of the Closing Date or the date that final un-appealable site plan approval for the Project is obtained (if such site plan approval is required), submit applications for building permits and use commercially reasonable efforts to diligently prosecute the applications to conclusion for the Property.

4.3 Commencement And Completion Of Construction

4.3(a) Commencement And Completion Of Construction. The Redeveloper shall Commence Construction and Complete Construction of the Project within the time periods set forth with the construction schedule attached hereto as **Schedule C**. Any material change in the scope of the Project, changes or updates to this construction schedule, or extension of the projected Completion Date for any Property shall require the Agency's prior written approval, which may be granted or denied in the Agency's sole discretion. If the Agency denies such approval, upon the Redeveloper's reasonable request the Agency shall provide the reason(s) for such denial. The Redeveloper agrees to Commence Construction and diligently Complete Construction of the Project on the Property. The Redeveloper understands that absent extraordinary and unforeseeable circumstances, the Agency will require strict compliance by Redeveloper as to the schedule for Commencement of Construction and Completion of Construction for the Project, interim deadlines or milestones and time periods for the various activities and actions to be taken by the Redeveloper hereunder, subject only to the occurrence of a Force Majeure Event.

4.3(b) Work To Be Performed By Redeveloper. The Redeveloper at its sole cost and expense shall perform all demolition, environmental Remediation, site preparation, construction, operation, administration and management of the Project on the Property. The Redeveloper hereby agrees that following an Event of Default or a termination of this Agreement, the Agency and anyone acting on the Agency's behalf shall be entitled to use the Redeveloper's Site Plan Approval Documents, governmental applications, and Governmental Approvals to complete the Project on the Property, without cost to or liability of the Agency (other than for actual services rendered to the Agency subsequent to the Event of Default or termination) and all agreements between the Redeveloper and its sub-contractors and consultants shall so provide. In addition, all performance or completion bonds provided by the Redeveloper's sub-contractors shall name the Agency as an intended beneficiary thereof, as its interests may appear.

4.3(c) Progress Reports And Project Oversight By The Agency. From the Commencement of Construction until the date that the Certificate of Completion is issued for the Project, the Redeveloper shall make reports, in such detail and at such times as may reasonably be requested by the Agency, as to the actual progress of the Redeveloper with respect to such construction. If so requested by the Agency, the Redeveloper agrees to attend progress meetings during the period of implementation of the Project, as follows:

(i) **Progress Meetings.** The Redeveloper shall attend and participate in periodic progress meetings as called by the Agency based on reasonable need therefore (as determined by the Agency in its sole discretion) to report on the status of the Project and to review the progress under the Construction Schedule.

(ii) **Progress Reports.** At each progress meeting, and at such other times as may be reasonably requested by the Agency, the Redeveloper shall submit to the Agency a detailed written progress report which shall include, among other things, a description of activities completed, milestones achieved, status of the Project with respect to its Construction Schedule, activities to be undertaken prior to the next regularly scheduled progress report, and any

unanticipated problems or delays and the explanation therefor. If the Redeveloper fails to meet a milestone or completion date set out in the Construction Schedule and is notified of same in writing by the Agency, or if Redeveloper conclusively determines between progress meetings that it will fail to meet a milestone or completion date on the Construction Schedule, the Redeveloper shall promptly provide written notice to Agency stating: (a) the reason for the failure to complete the applicable task, (b) the Redeveloper's proposed method for correcting such failure, (c) the Redeveloper's schedule for completing such task, and (d) the method or methods by which the Redeveloper proposes to achieve subsequent tasks by the Completion Date. This Section shall not in any way be construed as entitling the Redeveloper to an extension of the Completion Date or modification of the Construction Schedule or Project Budget for the Property, absent the Agency's prior written consent.

4.4 Certificate Of Occupancy And Certificate Of Completion. The Redeveloper shall apply to the appropriate governmental officer or body for a Certificate of Occupancy when necessary and appropriate for the Property as required under Applicable Laws. Following the issuance of the Certificate of Occupancy for the Property, and the satisfaction of the terms and conditions of this Agreement with respect to the Project on the Property by Redeveloper, and upon receipt of a Notice of Completion from Redeveloper, the Agency agrees to issue a Certificate of Completion for the Property, in proper form for recording, which shall acknowledge that the Redeveloper has performed all of its duties and obligations for the Property under this Agreement and has completed construction of the Project on the Property in accordance with the requirements of this Agreement. Within thirty (30) Days after receipt of the Notice of Completion for the Property from the Redeveloper, the Agency provide the Redeveloper with the Certificate of Completion for that particular Property or with a written statement setting forth in detail the reasons why it believes that the Redeveloper has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in Default under this Agreement, and what reasonable measures or acts will be necessary in the opinion of the Agency in order for the Redeveloper to be entitled to the Certificate of Completion. When issued, the Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction and termination of the agreements and covenants (as limited herein) in this Agreement and the Redevelopment Plan with respect to the obligations of the Redeveloper to construct the Project on the Property. Unless otherwise required by a related Financial Agreement, Governmental Approval or Applicable Law, upon the issuance of the Certificate of Completion, the provisions of this Agreement shall no longer encumber the Property; provided, however, that any other documents theretofore delivered pursuant to this Agreement that by their terms are intended to survive Completion of Construction for the Property (including, without limitation and by of example only, any Deed restrictions, the Declaration of Restrictions, tax abatement agreements, and the like) shall not be affected by delivery of the Certificate of Completion for the Property.

4.5 Estoppel Certificates (Prior To Issuance Of Certificate Of Completion). At any time and from time to time prior to the issuance of a Certificate of Completion for the Property, the Agency shall, within ninety (90) Days of its receipt of a written request by the Redeveloper or of any mortgagee, lender, purchaser, tenant or other party having an interest in the Project, execute and deliver to (a) the Redeveloper, or (b) a third party (e.g., a prospective lender, purchaser, investor, tenant, etc.) designated by the Redeveloper, an instrument in which the Agency (i) certifies that this Agreement is unmodified and in full force and effect as to the Project (excepting only modifications

which shall be set forth), (ii) states whether to the best knowledge of the Agency the Redeveloper is in Default under this Agreement, and, if so, specifying each such Default of which the Agency shall have knowledge; and (iii) confirms such other factual matters within the Agency's knowledge or control pertinent to this Agreement, as the same relate to, or might affect, the Property. The Redeveloper shall not request and the Agency shall not be required to issue more than two (2) Estoppel Certificates in any calendar year.

ARTICLE 5

REDEVELOPER'S FINANCIAL COMMITMENT AND PERFORMANCE SECURITY

5.1 Redeveloper's Financial Commitment. The Redeveloper represents that it has obtained or can obtain, and will commit the requisite equity and debt financing in an amount necessary to purchase the Property on the terms and conditions set forth herein, and to perform all of the Redeveloper's obligations hereunder in order to Commence Construction and to Complete Construction of the Project on the Property within the time periods required under this Agreement.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

6.1 Representations And Warranties By The Redeveloper. The Redeveloper makes the following representations and warranties:

(a) The Redeveloper has the legal capacity to enter into this Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as of the date of this Redevelopment Agreement.

(b) The Redeveloper is a duly organized and validly existing legal entity under the laws of the State of New Jersey, and all necessary resolutions or authorizations have been duly adopted to authorize the execution and delivery of this Agreement and to authorize and direct the persons executing this Agreement to do so for and on the Redeveloper's behalf.

(c) No receiver, liquidator, custodian or trustee of the Redeveloper has been appointed or is contemplated as of the date of this Agreement, and no petition to reorganize the Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Redeveloper has been filed or is contemplated as of the Effective Date.

(d) No indictment has been returned against any member, manager or officer of the Redeveloper.

(e) To the best of the Redeveloper's knowledge and belief after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefor, known or believed to exist which (i) questions the validity of this Agreement, the Redeveloper's execution hereof, or any action or act taken or to be taken by the Redeveloper pursuant to this Agreement; or (ii) is likely to result in a material adverse change in the Redeveloper's property, assets, liabilities or condition which will materially and substantially impair the Redeveloper's ability to perform the Project on the Property under this Agreement.

(f) The Redeveloper's execution and delivery of this Agreement and its performance hereunder will not constitute a violation of any operating agreement of the Redeveloper or, to the Redeveloper's knowledge, any other agreement, mortgage, indenture, instrument or judgment to which the Redeveloper is a party.

(g) All information and statements included in any information submitted by the Redeveloper to the Agency and its agents (including but not limited to Gluck Walrath, LLP) are complete, true and accurate in all material respects. The Redeveloper acknowledges that the facts and representations contained in the information submitted by the Redeveloper, incorporated herein by reference, are being relied upon by the Agency and are a material factor in the decision of the Agency to enter into this Agreement.

(h) The Redeveloper is financially and technically capable of developing, designing, financing, constructing, operating and maintaining the Project on the Property.

(i) The party or parties signing the Agreement on behalf of the Redeveloper is or are fully authorized to sign on behalf of the current members of the Redeveloper and to bind it with respect thereto.

6.2 Representations And Warranties By The Agency. The Agency hereby makes the following representations and warranties:

(a) The Agency has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein to which the Agency is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform their obligations hereunder.

(b) This Agreement is duly executed by the Agency, and is valid and legally binding upon the Agency and enforceable in accordance with its terms on the basis of Applicable Laws currently in effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a Default under or violate the terms of any indenture, agreement or other instrument to which the Agency is a party.

(c) To the best of the Agency's knowledge there is no action, proceeding or investigation now pending nor any basis therefor, known or believed to exist which questions the validity of this Agreement or any action or act taken or to be taken by the Agency pursuant to this Agreement.

(d) To the best of the Agency's knowledge there is no pending litigation which affects the title to the Property, the designation of the Scattered Site Redevelopment Area, the adoption of the Redevelopment Plan, or the Agency's ability to convey the Property to the Redeveloper.

(e) To the best of the Agency's knowledge the Agency is not in violation of any term of any judgment, decree, injunction or order affecting any of the Property.

(f) The Agency has not received notice of any pending eminent domain or condemnation of any of the Property and the Agency does not know of, or have reason to know of, any proposed eminent domain or condemnation proceeding with respect to any portion of any the Property.

(g) To the best of the Agency's knowledge the Agency has not received any notice of violation issued by any federal, state or other public authority with regard to any the Property, and the Agency has no reason to believe that any such notice will be issued after the date hereof.

(h) Prior to conveyance from the Agency to the Redeveloper, the Agency shall be the legal owner of the Property in fee simple and the Property shall not then be subject to any outstanding option or agreement of sale.

6.3 No Warranty Of Suitability Or Environmental Condition. The Redeveloper specifically acknowledges that the Agency makes no representation or warranty, expressed, implied or otherwise, as to the Property's suitability for the Project or for any other purpose. Moreover, the Agency makes no representation or warranty as to the environmental condition of the Property (or the structures located thereon) and, once the Closing for the Property occurs, the Agency shall not have any obligation with respect to the investigation or remediation of environmental conditions on the Property (or the structures located thereon). The Redeveloper expressly acknowledges and agrees that the Agency shall not be liable to the Redeveloper whatsoever for any pre-existing environmental conditions on, at or under the Property unless caused or arising out of the gross negligence or willful misconduct of the Agency or any of its contractors, employees, agents or invitees. In the event that the Redeveloper chooses to pursue an action, at any time, against any prior owner and/or operators and/or tenants of the Property, for any and all non-consequential damages; cleanup and removal costs; all costs associated with damage or injury to natural resources including but not limited to restoration costs; and all costs and expenses incurred by the Agency, the Redeveloper expressly agrees to defend, indemnify and hold harmless the Agency from any all claims resulting therefore, including but not limited to claims for subrogation, except if arising out of the gross negligence or willful misconduct of the Agency or any of its contractors, employees, agents or invitees.

6.4 Redeveloper Pay-to-Play Compliance.

6.4(a) Redevelopment Pay-to-Play Ordinance. The Redeveloper acknowledges that the City has adopted a Redevelopment Pay-to-Play Reform Ordinance, Ordinance 09-096 (the "PTP Ordinance").

6.4(b) Prohibition Regarding Contributions. In accordance with the PTP Ordinance, a redeveloper (as defined in Section 6.4(c) below) is prohibited from soliciting or making any contribution (as defined in Section 6.4(d) below) to (i) a candidate, candidate committee or joint candidate committee of any candidate for elective municipal office in Jersey City or a holder of public office having ultimate responsibility for arranging, entering into, or approving redevelopment agreements, or appointing those who enter into redevelopment agreements on behalf of the City of Jersey City, or (ii) any Jersey City or Hudson County political committee or political party committee, or (iii) any continuing political committee or political action committee that regularly engages in the support of Jersey City municipal or Hudson County elections and/or Jersey City

municipal or Hudson County candidates, candidate committees, joint candidate committees, political committees, political parties or political party committees ("PAC"), between the application to enter into a redevelopment project and the later of the termination of negotiations or rejection of any proposal, or the completion of all matters or time period specified in the redevelopment agreement.

6.4(c). Redeveloper. As defined in N.J.S.A. 40A:12A-3, a "redeveloper" means any person, firm, corporation, partnership, limited liability company, organization, association or public body that shall enter into or propose to enter into an agreement with a municipality or other redevelopment entity for the redevelopment or rehabilitation of an area in need of redevelopment, or an area in need of rehabilitation, or any part thereof, under the provisions of the LRHL, or for any construction or other work forming part of a redevelopment or rehabilitation project. The definition of "redeveloper" also includes all principals who own ten (10%) percent or more of the equity in the corporation or business trust as well as partners and officers of the redeveloper and any affiliates or subsidiaries directly controlled by the redeveloper. Spouses and any child/children shall also be included.

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

6.4(e). Compliance with City Ordinance 09-096. The Redeveloper agrees to comply with all the terms, conditions and requirements of the PTP Ordinance, as may be amended from time to time. The Redeveloper acknowledges that the contribution and disclosure requirements of the PTP Ordinance apply to all redevelopers as well as professionals, consultants or lobbyists contracted or employed by the business entity ultimately designated as a redeveloper to provide services related to the: (i) lobbying of government officials in connection with the examination of an area and its designation as an area in need of redevelopment or in connection with the preparation, consultation and adoption of the redevelopment plan; (ii) obtaining the designation or appointment as redeveloper; (iii) negotiating the terms of a redevelopment agreement or any amendments or modifications thereto; and (iv) performing the terms of the redevelopment agreement.

6.4(f) Violation. Any violation of the provisions of this Section 6.4 or of the PTP Ordinance shall constitute a breach of and default under this Agreement.

ARTICLE 7

COVENANTS AND RESTRICTIONS

7.1 Description Of Redeveloper's Covenants. The Redeveloper hereby covenants that it shall:

(a) in connection with its use or occupancy of the Project on the Property, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property or the Project is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sex or familial status, and the Redeveloper, its successors and assigns, shall comply with all applicable laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex or familial status.

(b) comply with the applicable provisions and public purposes of the LRHL and all obligations under this Agreement and shall at all times develop, design, finance, construct and operate the Project or cause the Project to be developed, designed, financed, constructed and operated pursuant to the conditions and requirements of Applicable Laws, Governmental Approvals, this Agreement and the Redevelopment Plan, provided however, that Redeveloper shall not be deemed to be in breach if the Redeveloper diligently contests, in good faith and by appropriate proceedings, such compliance with any of the aforesaid Applicable Laws. All uses to which the Project on the Property may be devoted are controlled by the Redevelopment Plan, the Governmental Approvals, Applicable Laws and this Redevelopment Agreement and under no circumstances can the Redeveloper undertake any construction or development of the Project for the Property not in accordance with the Redevelopment Plan, the Governmental Approvals, Applicable Laws and this Agreement.

(c) in order to effectuate the purposes of this Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or entities and in general do all things which may be requisite or proper for the construction and development of the Project on the Property in accordance with the Redevelopment Agreement, the Redevelopment Plan, Governmental Approvals and Applicable Laws, provided however, that the Redeveloper shall not be deemed to be in breach of this covenant if the Redeveloper diligently contests, in good faith and by appropriate proceedings, such compliance with any of the aforesaid Applicable Laws.

(d) use diligent efforts to (i) obtain all Governmental Approvals requisite to the construction and development of the Project on the Property including evidence satisfactory to the Agency that the Redeveloper's use of the Project on the Property is in compliance with this Agreement, the Redevelopment Plan and all Applicable Laws, and (ii) ensure Completion of Construction of the Project within the time periods specified in the Construction Schedule.

(e) use diligent efforts to obtain all Governmental Approvals authorizing the occupancy and uses of the Project for the purposes contemplated herein. The Redeveloper shall enter into such other agreements with respect to its development, financing, construction and management and operation of the Project containing such provisions as may be required by Applicable Law and such other provisions as may reasonably be requested by the Agency or as may reasonably be required by Governmental Approvals.

(f) except as otherwise permitted hereunder in the case of a Force Majeure Event, not suspend or discontinue the performance of its obligations under this Redevelopment Agreement (other than in the manner provided for herein) for any reason, including, without limiting the

generality of the foregoing, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, or any damage to or destruction of the Project on the Property.

(g) diligently undertake the construction and development of each individual component of the Project on the Property throughout the Construction Period and use commercially reasonable efforts to complete each component of the Project on the Property on or before the applicable Completion Date.

(h) not encumber, hypothecate or otherwise use the Project or the Property, or any part thereof, as collateral for an unrelated transaction.

(i) during construction of the Project, keep debris and/or waste materials containerized and/or stored and disposed of within normal industry standards

(j) cause the Project to be developed, designed, financed and constructed at its sole cost and expense, except as otherwise set forth in this Agreement.

(k) immediately notify the Agency of any material change in its financial condition from the information provided to the Agency by the Redeveloper, or any other material change in the Redeveloper's financial capability to design, develop, finance, construct and operate the Project on the Property in furtherance of the Agency's consideration in executing this Agreement with the Redeveloper if such change will materially impair the Redeveloper's ability to perform its obligations pursuant to the terms of this Agreement.

(l) keep and maintain in good condition any improvements required under the Governmental Approvals, including but not limited to any landscaping required to be planted or cause an entity in control of the Project on the Property (i.e. condominium or homeowner association) to maintain such improvements until the Redeveloper's conveyance of title pursuant to this Agreement.

The covenants and restrictions listed within this Section shall be binding upon the Redeveloper, its successors and assigns and shall be recorded against the Property either by recording this entire Redeveloper Agreement or by recording a separate Declaration of Covenants and Restrictions, within ninety (90) Days of the Effective Date of this Agreement. These covenants and restrictions shall remain in effect for the period set forth in Section 7.2 below.

7.2 Effect And Duration Of Redeveloper Covenants. It is intended and agreed that the agreements and covenants set forth in this Agreement shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns, against the Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Project or any part thereof. The covenants shall cease and terminate when a Certificate of Completion for the Project has been issued, provided however, that the covenants in Sections 7.1(a) and (l) shall remain in effect without limitation as to time except as otherwise provided herein.

ARTICLE 8
PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

8.1 Prohibition Against Transfer Of Interests In Redeveloper, The Agreement Or The Property. (a) The Redeveloper recognizes the importance of the Property to the general welfare of the community and that the identity of the Redeveloper and its qualifications are critical to the Agency in entering into this Agreement. The Agency considers that a transfer of the ownership in the Redeveloper or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in the ownership of or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, is for practical purposes a transfer or disposition of the Project. The Redeveloper recognizes that it is because of such qualifications and identity that the Agency is entering into this Agreement with the Redeveloper, and, in so doing, the Agency is relying on the obligations of the Redeveloper and not some other person or entity for the faithful performance of all undertakings and covenants to be performed by the Redeveloper hereunder.

As a result, prior to completion of the Project on the Property, as evidenced by the issuance of a Certificate of Completion, except with the express prior written consent of the Agency, which consent shall be granted or denied in the Agency's sole and absolute discretion, the Redeveloper agrees for itself and all successors in interest that there shall be no sale, transfer or assignment of (i) the Property; (ii) any equity interest in the Redeveloper, nor any direct or indirect change in control of the Redeveloper as it exists on the Effective Date, whether by changes in capitalization, merger, or otherwise; or (iii) the Agreement. With respect to this provision, the Redeveloper and the persons signing this Agreement on behalf of the Redeveloper represents that each has authority to agree to this provision on behalf of the current members of the Redeveloper and to bind it with respect thereto.

(b) In the event that the prior written consent of the Agency is requested to a sale, transfer or assignment, the Redeveloper shall provide the Agency with evidence of the proposed transferee and/or assignee's financial capacity and experience evidencing their ability to complete the Project on the Property and the Agency shall have thirty (30) Days from receipt thereof to either grant such consent or provide reasons as to its denial of consent. Without limiting the Agency's discretion, at a minimum, any such approval for a sale, transfer or assignment will be granted only if the Agency determines that (i) the assignee is capable of completing the Project (or any portion of the Project being assigned), and that (ii) the assignee is assuming all responsibilities of the Redeveloper under this Agreement as to the Project (or any portion of the Project being assigned).

8.2 Exemption From Prohibited Transfers. Notwithstanding the foregoing, with prior knowledge of the Agency by written notice from the Redeveloper, the following shall not constitute a prohibited transfer for purposes of Section 8.1 and shall not require the consent of the Agency:

Conveyance of the Property or an interest therein and/or assignment by the Redeveloper of its rights under this Agreement, but only upon the following conditions: (a) if such conveyance is to third parties to which easements would conventionally be granted in connection with services (i.e. utility companies); or (b) if such conveyance is to an Affiliate, including but not limited to an urban renewal entity formed by the Redeveloper pursuant to N.J.S.A. 40A:20-4, provided that (i) the

successor and assignee of the Redeveloper shall assume all of the obligations of the Redeveloper hereunder, but the Redeveloper shall remain primarily liable for the performance of the Redeveloper's obligations; (ii) a copy of the written instrument of conveyance and assignment and assumption of this Redevelopment Agreement shall be delivered to the Agency for review and approval prior to execution, and once approved and executed, fully executed copies provided to the Agency promptly; and (iii) such conveyance or assignment does not violate any of the Government Approvals.

8.3 Consent To Permitted Transfers. The Agency hereby consents, without the necessity of further approvals from any entity, to the following permitted transfers: (a) a mortgage or related security granted by the Redeveloper to a mortgagee for the purpose of obtaining the financing necessary to enable the Redeveloper to perform its obligations under this Agreement provided, however, that: (i) the Redeveloper shall give the Agency at least fifteen (15) Days prior written notice of such permitted transfer, including a description of the nature of such permitted transfer, and the name(s) and address(es) of the transferee and any parties, individuals or entities involved in such permitted transfer; (ii) the Redeveloper shall simultaneously provide to the Agency true and complete copies of all construction schedules and project budgets submitted to such mortgagee; and (iii) the amount of such mortgage, lien or other encumbrance does not exceed the Redeveloper's costs associated with the acquisition, development, construction and marketing of the Project (including soft costs) as depicted in the Project Budget approved by the Agency; and (b) the sale and/or lease of the Property subsequent to the issuance of a Certificate of Completion for the Property.

8.4 Prohibition Against Speculative Development. Because of the importance of the development of the Property to the general welfare of the community, the Redeveloper represents and agrees that its acquisition of the Property and the Redeveloper's undertakings pursuant to this Redevelopment Agreement are, and will be used, for the purpose of the redevelopment or rehabilitation the Property as provided herein, and not for speculation in land holding.

8.5 Information As To Ownership Of Redeveloper. In order to assist in the effectuation of the purpose of this Article 8, within seven (7) Days of the Effective Date, the Redeveloper shall submit to the Agency an incumbency certificate of the Redeveloper as of the Effective Date, subscribed and sworn to by a manager of the Redeveloper, setting forth the name(s) and address(es) of all entities owning at least a 10% interest in the Redeveloper, and, as to each such entity, all entities owning at least a 10% interest therein, such disclosure being intended to be the same disclosure that the Redeveloper will be required to make in connection with its Governmental Applications for land use approvals pursuant to N.J.S.A. 40:55D-48.2 and as is required under N.J.S.A. 52:25-24.2.

- (a) At least annually during the period between the Effective Date and Completion of the Project as evidenced by the issuance of a Certificate of Completion, and at such other times as reasonably requested by the Agency, the Redeveloper will submit to the Agency an updated incumbency certificate and keep same current.

- (b) The Redeveloper will immediately notify the Agency in writing of any and all changes whatsoever in the ownership of the Redeveloper, legal or beneficial, or of any other act or transaction involving or resulting in any change in such ownership or in the relative distribution thereof, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, of which it or any of its officers or members have been notified or otherwise have knowledge or information.
- (c) The Redeveloper shall, at such time or times as the Agency may request, furnish the Agency with a complete statement subscribed and sworn to by managing member of the Redeveloper, setting forth all of managing members, or other owners of equity interests of the Redeveloper and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the Redeveloper's entity, their names and the extent of such interest.

ARTICLE 9

MORTGAGE FINANCING

9.1 Mortgages, Liens, Or Other Encumbrances. Prior to the issuance of a Certificate of Completion, the Redeveloper shall promptly notify the Agency of any encumbrance or lien that has been created on or attached to the Project on the Property, by mortgage or involuntary act of the Redeveloper or others, upon obtaining knowledge or notice of same.

9.2 Obligations Of Mortgagee. Notwithstanding any of the provisions of this Redevelopment Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Redevelopment Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through any such holder or (b) any other purchaser at foreclosure sale, other than the holder of the mortgage itself) shall in no way be obligated by the provisions of this Redevelopment Agreement to construct or complete the Project for any of the Property or to guarantee such construction or completion; provided that nothing in this Article or any other Article or provision of this Redevelopment Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any project thereon, other than those uses provided or permitted under this Agreement, the Redevelopment Plan, Governmental Approvals and Applicable Laws.

9.3 Notice Of Default To Mortgagee And Right To Cure. Whenever the Agency shall deliver any notice or demand to the Redeveloper with respect to any breach or Default by the Redeveloper under this Redevelopment Agreement, the Agency shall at the same time deliver to each lender (or equity participant in Redeveloper) a copy of such notice or demand, provided that the Redeveloper has delivered to the Agency a written notice of the name and address of such lender and equity participant. Each such lender shall (insofar as the rights of the Agency are concerned) have the right, at its option, within thirty (30) Days after receipt of a Notice of Default, to cure any such Default with respect to that portion of the Project which is being financed by such lender and which is

subject to being cured and to add the cost thereof to the debt and the lien which it holds, or to the obligations of the lessees under any lease-back or of the guarantor under any other conveyance for financing; provided, however, that if the Default is one that cannot be completely cured within thirty (30) Days after receipt of the Notice of Default, it shall not be an Event of Default as long as the lender promptly begins to take actions to correct the Default upon its receipt of notice thereof or, if required, upon its obtaining possession of the Property, and is proceeding with due diligence to remedy the Default as soon as practicable, but in no event longer than ninety (90) Days unless the Agency otherwise consents in writing to an extension of time.

ARTICLE 10

EVENTS OF DEFAULT

10.1 Default Related To Conveyance Of the Property.

10.1(a) Default By The Agency. If title to the Property does not close because of an Event of Default on the part of the Agency, then the Redeveloper shall be entitled to pursue any remedies at law or equity available to it by reason of the Agency's Default; provided, however, that under no circumstances shall the Agency be liable for consequential, indirect or special damages of any kind.

10.1(b) Default By Redeveloper. If title to the Property does not close due to an Event of Default on the part of the Redeveloper, the Agency shall be entitled to pursue any remedies at law or in equity.

10.2 Events Of Default. Any one or more of the following shall constitute an Event of Default hereunder, subject to Force Majeure Extension and tolling as provided elsewhere in this Agreement:

(a) Failure of the Redeveloper or the Agency to observe or perform any covenant, condition, representation, warranty or agreement hereunder, and any act or omission characterized elsewhere in this Agreement as a Default, and the continuance of such failure, act or omission for a period of thirty (30) Days after receipt by the defaulting party of written notice from the non-defaulting party specifying the nature of such failure and requesting that such failure, act or omission be remedied (a "Notice of Default"); provided, however, that if the Default is one that cannot be completely cured within thirty (30) Days after receipt of the Notice of Default, it shall not be an Event of Default as long as the defaulting party promptly begins to take actions to correct the Default upon its receipt of notice thereof and is proceeding with due diligence to remedy the Default as soon as practicable, but in no event longer than ninety (90) Days unless the non-defaulting party consents, in writing, to an extension of time to cure.

(b) (i) If the Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Redeveloper; (iii) the Redeveloper, (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Redeveloper shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed

against the Redeveloper, and shall not have been dismissed for a period of ninety (90) consecutive Days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of the Redeveloper under the Bankruptcy Code; (viii) an Order, judgment or decree shall have been entered, without the application, approval or consent of the Redeveloper, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of Redeveloper, or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive Days; or (ix) the Redeveloper shall have suspended the transaction of its usual business.

(c) The Redeveloper (i) fails to perform its obligations with respect to the implementation of the Project on the Property in accordance with this Agreement and the Construction Schedule, the Redevelopment Plan, Governmental Approvals or Applicable Laws, including but not limited to failure to Commence Construction or Complete Construction in accordance with the Construction Schedule related to the Project; or (ii) abandons the Project or substantially suspends construction work without the prior knowledge and consent of the Agency (unless such suspension arises out of a Force Majeure Event), and any such failure, abandonment or suspension shall not be cured, ended, or remedied within thirty (30) Days after receipt by the Redeveloper of a Notice of Default; provided, however, that if the Default is one that cannot be completely cured within thirty (30) Days after receipt of the Notice of Default, it shall not be an Event of Default as long as the Redeveloper promptly begins to take actions to correct the Default upon its receipt of notice thereof and is proceeding with due diligence to remedy the Default as soon as practicable, but in no event longer than ninety (90) Days unless the non-defaulting party consents, in writing, to an extension of time to cure.

(d) There is a transfer of the Property, or interest therein, or an assignment of Redeveloper's interest in this Agreement that does not comply with the requirements of Article 8.

(e) The material breach of any warranty or representation made by the Redeveloper or the Agency.

(f) The violation by the Redeveloper of any covenant or restriction contained in the Declaration of Covenants and Restrictions, which violation is not cured within thirty (30) Days after receipt by the Redeveloper of a Notice of Default from the Agency; provided, however, that if the Default is one that cannot be completely cured within thirty (30) Days after receipt of the Notice of Default, it shall not be an Event of Default as long as the Redeveloper promptly begins to take actions to correct the Default upon its receipt of notice thereof and is proceeding with due diligence to remedy the Default as soon as practicable, but in no event longer than ninety (90) Days unless the non-defaulting party consents, in writing, to an extension of time to cure.

(g) The Redeveloper's failure to pay or delinquency in the payment of real property taxes or assessments or payments in lieu of taxes applicable to the Property conveyed to Redeveloper pursuant to the terms of this Agreement, which violation is not cured within thirty (30) Days after receipt by the Redeveloper of a Notice of Default from the Agency.

10.3 Remedies Upon Event Of Default. Whenever any Event of Default of the Redeveloper shall have occurred, the Agency may, on written notice to the Redeveloper (a "Termination

Notice”), terminate this Agreement and the Redeveloper’s designation as the exclusive Redeveloper for the Property and take whatever other action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Redeveloper under this Agreement. In addition, the Redeveloper shall be responsible for any and all costs or expenses incurred by the Agency, including reasonable attorney’s fees, incurred in connection with the termination of this Agreement, the termination of the Redeveloper’s designation, and any and all other action take at law or in equity by the Agency to enforce the terms of this Agreement. Whenever any Event of Default of the Agency shall have occurred, the Redeveloper, after issuance of a Termination Notice to the Agency, may take whatever action at law or in equity as may appear necessary or desirable to enforce the terms of this Agreement.

10.4 Force Majeure Extension. For the purposes of this Agreement, neither the Agency nor the Redeveloper shall be considered in breach or in Default with respect to its obligations hereunder because of a delay in performance arising from a Force Majeure Event. It is the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the Agency or the Redeveloper shall be extended for the period of the delay; provided, however, that such delay is actually caused by or results from the Force Majeure Event. The time for completion of any specified obligation hereunder shall be tolled for a period of time up to but not exceeding the period of delay resulting from the occurrence of a Force Majeure Event. To invoke the tolling provisions hereunder, the party invoking the provisions hereof must give written notice to the other party of the occurrence of a Force Majeure Event as soon as practicable but in no event more than ninety (90) Days after the occurrence thereof.

10.5 No Waiver. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by the Agency in asserting any of its rights or remedies as to any Default by Redeveloper, shall not operate as a waiver of such Default, or of any such rights or remedies, or to deprive the Agency of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

10.6 Remedies Cumulative. No remedy conferred by any of the provisions of this Redevelopment Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

10.7 Failure or Delay by Either Party. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any Default, shall not operate as a waiver of any Default, or any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies as established by this Agreement.

10.8 Agency’s Right Of Reverter. In the event that the Agency terminates this Agreement due to an Event of Default by the Redeveloper after the Redeveloper has acquired title to the Property but prior to the issuance of the Certificate of Completion for the Project on the Property, the Property

(or, if a Certificate of Completion or a temporary Certificate of Completion has been issued for any portions of the Property, then those portions of the Property for which a Certificate of Occupancy or a temporary Certificate of Occupancy has not yet been issued) shall, upon sixty (60) Days prior written notice by the Agency to the Redeveloper (and where applicable, to the mortgagee) (the "Declaration of Reverter"), revert to the Agency pursuant to a reverter clause which shall be included in such conveyance documents without any further act on the Agency's part and the estate conveyed by the Agency by deed to the Redeveloper shall immediately (after expiration of the aforesaid notice period) terminate and revert in the Agency. However, any reversion of title as a result of the aforementioned termination due to the occurrence of an Event of Default shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way (i) the lien of any mortgage authorized by this Agreement; and (ii) any rights or interest provided in this Agreement for the protection of mortgagees or other lienholders. The right of the Agency to declare such a reversion of title is not intended as a waiver by the Redeveloper of its right to challenge the validity of such Declaration of Reverter or otherwise contest the same in any manner if the Redeveloper believes such right has been improperly exercised and/or is otherwise defective, improper or disputable for any reason.

10.9 Replacement Of Redeveloper. Upon termination of this Agreement by the Agency due to an Event of Default by the Redeveloper subsequent to the Redeveloper's acquisition of title to the Property, but prior to the issuance of a Certificate of Completion for the Project, the Agency shall, pursuant to its responsibilities under Applicable Law, use reasonable efforts to designate a replacement developer for the Project on the Property. Such replacement redeveloper shall be designated as soon and in such a manner as the Agency shall find feasible and consistent with the objectives of the Applicable Law and of the Redevelopment Plan. The Redeveloper shall deliver to the Agency originals of all Project documents for the Property to the extent that such documents are in the possession and control of the Redeveloper or its consultants, contractors, engineers, architects or agents, and shall upon request execute assignments of all Project documents for the Property and other rights and agreements pertaining to the Project on the Property in favor of the Agency.

ARTICLE 11 **INSURANCE**

11.1 Insurance – General Requirements. Prior to the date that the Redeveloper enters onto the Property in accordance with the terms of this Agreement, and at all times thereafter during the Remediation, and/or construction of the Project, and until such time as the Agency shall issue a Certificate of Completion for the Project in accordance with the provisions of this Agreement, the Redeveloper shall maintain, or cause to be maintained by its contractors, who shall name the Agency as an additional named insured and provide proof of same, insurance for the mutual benefit of the Agency and the Redeveloper as their interests may appear:

(a) Loss or damage by fire, and such other risks as may be included in the standard form of extended coverage insurance from time to time available, in amounts sufficient to prevent the Agency or Redeveloper from becoming a co-insurer within the terms of the applicable policies, and in any event, in amounts not less than 100% of the then full insurable value (as hereinafter defined) of the Project;

(b) All claims for bodily injury and property damage, under a policy of comprehensive general public liability insurance, with such limits as may reasonably be required by the Agency from time to time, but not less than \$2,000,000.00 per occurrence in respect of injury or death and \$4,000,000.00 aggregate general liability policy;

(c) Workers compensation insurance in an amount not less than \$1,000,000.00 or as statutorily may be required under Applicable Laws for employees of Redeveloper and its contractors;

(d) Builder's risk insurance; and

(e) Such coverage may be maintained through policies obtained by contractors retained by the Redeveloper so long as such policies identify the Redeveloper and the Agency as additional insureds thereunder.

The Redeveloper's obligation to provide insurance, or to arrange for its contractors to provide insurance, as to the Project on the Property shall cease upon the issuance of a Certificate of Completion for the Project.

The Redeveloper shall furnish the Agency with satisfactory proof that it has obtained all applicable insurance as described in this section from insurance companies or underwriters reasonably satisfactory to the Agency. The Redeveloper shall furnish to the Agency certificates of the preceding types of insurance showing the type, amount, and class of operations insured and the effective and expiration dates of the policies. The certificates shall be submitted promptly prior to the date that the Redeveloper enters onto the Property pursuant to the terms of this Agreement and the Redeveloper shall not be entitled to enter onto the Property or to exercise any other rights hereunder until the certificate has been received and verified. Until construction of the Project on the Property is completed and a Certificate of Completion issued, the Redeveloper shall, on an annual basis, provide the Agency with proof that the aforesaid insurance policies are being maintained.

11.2 Insurance –Restrictions. All insurance provided for under this Agreement will be reasonably effected under valid enforceable policies issued by insurers rated "A" or better by A.M. Best and reasonably acceptable to the Agency. On or before the Closing Date for the Property, a certificate procured by the Redeveloper pursuant to Section 11.1(or certificates thereof) will be delivered to the Agency at least thirty (30) Days prior to the expiration date of any policy, the original renewal policy (or certificates thereof) for such insurance will be delivered by the Redevelopers to the Agency as aforesaid, together with satisfactory evidence of payment of the premium thereon. All policies referred to in Section 11.1 will, to the extent then generally obtainable, contain agreements by the insurers that (a) any loss will be payable to the Agency, notwithstanding any act or negligence of the Redeveloper which might otherwise result in forfeiture of said insurance, (b) such policies may not be canceled except upon thirty (30) Days prior written notice to each named insured and loss payee, and (c) the coverage afforded thereby must not be affected by the performance of any work in or about the Property.

11.3 Agency as Insured. All policies of insurance required herein shall name the Agency as an insured, as its interests may appear.

11.4 Additional Insurance. Nothing in this Article shall prevent the Redeveloper from taking out insurance of the kind and in the amounts and with companies provided for under Section 11.1 under a blanket insurance policy or policies which can cover other property as well as the Property; provided, however, that any such policy of insurance provided for under Section 11.1 must (a) specify therein, or the Redeveloper shall furnish the Agency with a written statement from the insurers under such policies specifying the amount of the total insurance allocated to the Project, which amount will not be less than the amount required by Section 11.1 to be carried, and (b) not contain any clause which would result in the insured thereunder being required to carry insurance with respect to the property covered thereby in an amount equal to a minimum specified percentage of the full insurable value of such property in order to prevent the insured therein named from becoming a co-insurer of any loss with insurer under such policy.

11.5 Deductibles. All insurance provided under this Article 11 may contain loss deductible clauses in such maximum amounts as the Agency approves in its reasonable discretion.

11.6 Subrogation. All insurance policies obtained pursuant to this Article must include waivers of subrogation against the Agency and the Redeveloper.

ARTICLE 12

COMMUNITY INITIATIVES

12.1 Equal Employment Opportunity. The Redeveloper agrees that during construction of the Project:

(a) The Redeveloper will not discriminate against any employee of the Redeveloper or applicant for employment because of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause and any such notices provided by the Agency that are consistent therewith.

(b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

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

12.2 Project Employment Agreement.

12.2(a). Binding Agreements. If required by any other agreements entered into between the Parties, the Redeveloper shall and shall cause any of its agents and contractors to enter into contracts with the Agency and/or the City and comply with the Project Employment and Contracting Agreement and other Affirmative Action Policies as currently in effect, and as same may be amended from time to time.

12.2(b). Opportunities for Jersey City Residents in Construction Jobs and Contractors/Subcontractors. The Redeveloper shall make a good faith effort to provide that the workforce engaged in the construction of the Project shall consist of Jersey City residents and that the contractors/subcontractors shall consist of companies with their principal place of business located in Jersey City, New Jersey. The Redeveloper shall be deemed to have satisfied the good faith effort requirement if the Redeveloper takes the following actions: (i) notify contractors/subcontractors before executing a contract and/or prior to pre-bid and pre-construction meetings about the required good faith effort to engage Jersey City residents in the construction of the Project; (ii) work with the representative of the Jersey City Employment and Training Program ("JCETP") assigned to the Project so that the JCETP Representative may refer qualified Jersey City residents to contractors/subcontractors; (iii) notify the JCETP representative of any contracting opportunities that are available for the Project prior to bidding and/or execution of construction contracts so that the JCETP representative can provide the Redeveloper with a list of qualified Jersey City contractors who may be interested in performing and/or bidding on the work; and (iv) notify any Jersey City contractors that are provided to the Redeveloper by the JCETP representative of the opportunity to contract for the work and/or to bid on the Project. In the event that the Redeveloper, its successors or assigns executes a Project Employment & Contracting Agreement ("PECA") in conjunction with a financial agreement for long term tax exemption for the Project, compliance with the provisions of the PECA will be deemed compliance with this provision of the Agreement.

ARTICLE 13 **OTHER REDEVELOPER OBLIGATIONS**

13.1 Defense/Indemnification. (a) Except if arising or caused by the gross negligence or willful misconduct of the Agency or any of its contractors, employees, agents or invitees, the Redeveloper agrees to indemnify and hold the Agency and its agents, employees and/or representatives harmless against any litigation filed against the Agency and its agents, employees and/or representatives challenging any aspect of the Agreement or the Project, including but not limited to, the validity of the Project or of any governmental action taken by the Agency to effectuate the Project, including but not limited to the Agency's entry into this Agreement, the Agency's acquisition of the Property by negotiated purchase or eminent domain, and the Agency's transfer of the Property to the Redeveloper thereunder. If such litigation is filed, the Agency shall retain control over the defense of such litigation and shall appoint counsel of its choice to defend the Agency in such litigation. The Redeveloper shall reimburse the Agency for the Agency's reasonable costs in defending such litigation and shall indemnify and hold the Agency harmless against any monetary judgment entered against the Agency in such litigation. The Agency shall promptly inform the Redeveloper of the filing of any litigation challenging the validity of the Project or of any governmental action taken by

the Agency to effectuate the Project and shall have a continuing obligation to keep the Redeveloper apprised of the status of such litigation until the litigation is concluded.

(b) Using the Redeveloper's counsel or such other counsel as designated by the Redeveloper or the Redeveloper's insurers, the Redeveloper agrees to indemnify and hold harmless the Agency and its agents, employees and or/representatives, against, and the Redeveloper shall pay any and all liability, loss, cost, damage, claims, judgment, or expenses, of any and all kinds or nature and however arising, imposed by law, which the Agency may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death or damage to property, whether real, personal or mixed, relating to the Redeveloper's activities in constructing the Project on the Property or based upon or arising out of contracts entered into by the Redeveloper which relate to the construction of the Project, whether as a result of Redeveloper's Default or out of the Redeveloper's acquisition, construction or installation of the Project on the Property, including but not limited to any all claims by workmen, employees or agents of the Redeveloper and unrelated third parties, which claims arise from the construction of the Project on the Property, the maintenance and functioning of improvements installed pursuant to the Project on the Property, or any other activities of the Redeveloper during the construction of the Project on the Property. The Parties agree that neither the Agency nor its directors, officers, agents, servants or employees shall be liable in any event for any action performed under this Agreement and that the Redeveloper shall save the Agency and its directors, officers, agents, servants or employees harmless from any claim or suit by a third party in connection with the Redeveloper's obligations under this Agreement, except for any claim arising from the gross negligence or intentional or willful acts of the Agency or its directors, officers, agents, servants or employees.

(c) The Redeveloper, at its own cost and expense, shall defend any and all claims, suits and actions, as described more fully within Section 13.1(b), which may be brought or asserted against the Agency and its directors, officers, agents, servants or employees; but this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance which may be provide for in this Agreement from its obligation to defend the Redeveloper, the Agency, and any other insured named in such policy of insurance in connection with claims, suits or actions covered by such policy.

(d) The Redeveloper releases the Agency from, agrees that the Agency shall not be liable for, and agrees to hold the Agency harmless against any expense or damages incurred because of any litigation commenced as a result of any action taken by the Agency with respect to this Agreement and the Project on the Property, except if caused by the gross negligence or willful misconduct of the Agency or its contractors, directors, officers, agents, servants or employees.

(e) Upon the commencement of any litigation referred to in this Section, or if and when the Agency incurs any costs, expenses or damages described in this Section, the Agency shall give the Redeveloper prompt written notice thereof.

(f) All covenants, stipulations, promises, agreements and obligations of the Agency contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency and not of any member, officer or employee of the Agency in his or

her individual capacity and no recourse shall be had for any claim based hereunder against any member, officer or employee of the Agency or any natural person executing this Agreement.

(g) The covenants and other provisions of this Section shall survive the termination of this Agreement as to any and all claims arising from this Agreement or the Project.

ARTICLE 14 **MISCELLANEOUS**

14.1 Cooperation. The Parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, consents in order to satisfy the terms and conditions hereof and the terms and conditions of this Agreement. The Agency further agrees to cooperate as may be reasonably requested by any mortgagee of the Redeveloper in connection with obtaining financing for the Project; provided, however, that all costs and expenses of such cooperation by the Agency shall constitute Agency Costs. The Agency further agrees to take all actions reasonably requested by Redeveloper to expedite the Project, including without limitation designating Agency staff liaisons to assist the Redeveloper in interacting with City departments, commissions, boards, authorities and the like.

14.2 Conflict of Interest. No member, official or employee of the Agency shall have any direct or indirect interest in this Redevelopment Agreement or the Project, nor participate in any decision relating to the Redevelopment Agreement or the Project which is prohibited by law.

14.3 No Consideration For Agreement. The Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Redevelopment Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. The Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the Agency any money or other consideration for or in connection with this Redevelopment Agreement.

14.4 Non-Liability of Officials and Employees of the Agency. No member, official or employee of the Agency shall be personally liable to the Redeveloper, or any successor in interest, in the event of any Default or breach by the Agency, or for any amount which may become due to the Redeveloper or its successor, or on any obligation under the terms of this Redevelopment Agreement.

14.5 Non-Liability of Officials and Employees of the Redeveloper. Unless otherwise obligated hereunder as a guarantor, no member, officer, shareholders, director, partner or employee of the Redeveloper, and no member, officer, shareholders, director, partner or employee of the members of the Redeveloper or the members of the Redeveloper shall be personally liable to the Agency, or any successor in interest, in the event of any Default or breach by the Redeveloper or for any amount which may become due to the Agency, or their successors, on any obligation under the terms of this Redevelopment Agreement.

14.6 Inspection of Books and Records. The Agency shall have the right, upon reasonable written notice to the Redeveloper, to inspect the books and records of the Redeveloper pertinent to the purposes of this Redevelopment Agreement. Such inspections must be performed at a time and

in a manner so as to not unreasonably interfere with the business operations of the party whose books and records are being inspected.

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

14.8 Notices and Demands A notice, demand or other communication under this Redevelopment Agreement by any party to the other shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (with receipt acknowledged), or by facsimile transmission (with receipt acknowledged) to the Parties at their respective addresses set forth herein, or at such other address or addresses with respect to the Parties or their counsel as any party may, from time to time, designate in writing and forward to the others as provided in this Section.

As to the Agency:

Diana Jeffrey, Executive Director
Jersey City Redevelopment Agency
4 Jackson Square
Jersey City, New Jersey 07305

with copies to:

David A. Clark, Esq.
Gluck Walrath, LLP
4 Paragon Way, Suite 400
Freehold, New Jersey 07728

As to the Redeveloper:

New Life Construction & Property Management
406 Bloomfield Avenue
Bloomfield, NJ 07003

with copies to:

Daniel J. Figueroa, Esq
Cardan Partners LLC

17 Watchung Avenue, Suite 204
Chatham, New Jersey 07928

From time to time either party may designate a different person or address for all the purposes of this notice provision by giving the other party no less than ten (10) Days' notice in advance of such change of address in accordance with the provisions hereof.

14.9 Titles of Articles and Sections. The titles of the several Articles and Sections of this Redevelopment Agreement, as set forth at the heads of said Articles and Sections, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

14.10 Severability. The validity of any Articles and Sections, clauses or provisions of this Redevelopment Agreement shall not affect the validity of the remaining Articles and Sections, clauses or provisions hereof.

14.11 Successors Bound. This Redevelopment Agreement shall be binding upon the respective Parties hereto and their permitted successors and assigns.

14.12 Governing Law; Jurisdiction and Venue. This Redevelopment Agreement shall be governed by and construed and enforced pursuant to the laws of the State of New Jersey, without regard to its conflict of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey sitting in Hudson County, New Jersey, and the Redeveloper hereby waives all objections to such venue. Notwithstanding the above, the Parties may, upon mutual written consent, pursue alternate dispute resolution (such as mediation or binding arbitration) to attempt to resolve any issues or disputes arising from this Agreement.

14.13 Counterparts. This Redevelopment Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

14.14 Exhibits. Any and all Exhibits annexed to this Redevelopment Agreement are hereby made a part of this Redevelopment Agreement by this reference thereto.

14.15 Entire Agreement. This Redevelopment Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

14.16 Waiver. No waiver made by any party with respect to any obligation of any other party under this Redevelopment Agreement shall be considered a waiver of any other rights of the party making the waiver beyond those expressly waived in writing and to the extent thereof.

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

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Redevelopment Agreement to be properly executed and their corporate seals affixed and attested as of the date first written above.

WITNESS:


JERSEY CITY REDEVELOPMENT AGENCY

By: _____

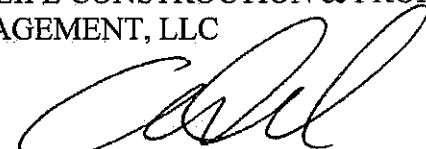
Name: Diana Jeffrey
Title: Executive Director

WITNESS:

NEW LIFE CONSTRUCTION & PROPERTY
MANAGEMENT, LLC



By: _____


Name: Addison Valencia
Title: Chief Executive Officer

Daniel J. Figueroa, Esq.
Attorney-At-Law
State of New Jersey
Attorney ID: 368072021

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

BE IT REMEMBERED, that on _____, 2023, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared DIANA JEFFREY, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Executive Director and Secretary of the JERSEY CITY REDEVELOPMENT AGENCY, a body corporate and politic, and the body corporate and politic named in the within instrument; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Commissioners; that deponent well knows the seal of the body corporate and politic; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by DIANA JEFFREY, the Executive Director and Secretary as and for the voluntary act and deed of said body corporate and politic, in her presence, who thereupon subscribed his name thereto as attesting witness.

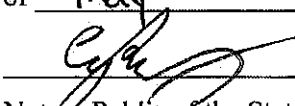
Sworn and subscribed to before me this ____ day
of _____, 2023

Notary Public of the State of NJ
My Commission Expires _____
(Affix Notarial Seal)

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

BE IT REMEMBERED, that on MAY 2, 2023, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared ADDISON VALENCIA, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Chief Executive Officer of NEW LIFE CONSTRUCTION & PROPERTY MANAGEMENT LLC, a limited liability company under the laws of New Jersey, and the limited liability company named in the within instrument; that the execution, as well as the making of this instrument, has been duly authorized by this limited liability company; that deponent well knows the seal of the body corporate and politic; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by the deponent as and for the voluntary act and deed of said body corporate and politic, in his presence, who thereupon subscribed his name thereto as attesting witness.

Sworn and subscribed to before me this 2 day
of May, 2023



Notary Public of the State of NJ
My Commission Expires 07/26/2026
(Affix Notarial Seal)



Cynthia Rodriguez
NOTARY PUBLIC
State of New Jersey
ID # 50166016
My Commission Expires
July 26, 2026

SCHEDULE A
[Property Description]

The Property for purposes of this Agreement shall be the real property located at 9 Myrtle Avenue, Jersey City, New Jersey and identified on the City's official tax map as Block 23703, Lot 12.

SCHEDULE B
[Project Description]

The Project shall consist of the gut rehabilitation of the two family home on the Property in a manner confirming to the requirements of the Redevelopment Plan so that it may be leased by the Redeveloper to tenants.

SCHEDULE C
[Construction Schedule]

SCHEDULE C
[CONSTRUCTION SCHEDULE]
9 MYRTLE AVENUE, JERSEY CITY, NEW JERSEY 07305

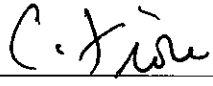
1. **Closing – TBD**
2. **Pre-Construction Phase (Design/Pre-Development)**
(To Run Concurrently | Total Estimated Time: 4 months)
 - a. Preliminary design: 1-3 months
 - b. Final design and engineering: 2-3 months
 - c. Permitting and regulatory approvals: 2-4 months
 - d. Contracting and tendering: 1-3 months
3. **Construction Phase (Development)**
(To Run Concurrently | Total Estimated Time: 5 months)
 - a. **Site preparation and mobilization:** 1 month
 - b. **Foundation and substructure** (if any): 1-3 months
 - c. **Superstructure:** 2-4 months
 - i. Structural framework: 1-3 months
 - ii. Exterior walls and roofing: 1-2 months
 - d. **Building systems installation:** 3-5 months
 - i. Mechanical, electrical, and plumbing (MEP): 2-3 months
 - ii. Heating, ventilation, and air conditioning (HVAC): 1-2 months
 - e. **Interior finishing:** 2-4 months
 - i. Drywall and insulation: 1 month
 - ii. Painting and flooring: 1 month
 - iii. Landscaping and site work: 1 month
4. **Post-Construction Phase**
(To Run Concurrently | Total Estimated Time: 2 months)
 - a. **Final inspections and approvals:** 1-2 months
 - b. **Removal of Property from Abandoned Property List:** 1 month
 - c. **Project closeout and documentation:** 1-2 months
 - d. **Certificate of Completion JCRA:** 1 month

Estimated Timeline Project Completion: 11 Months

**RESOLUTION OF THE BOARD OF
COMMISSIONERS OF THE JERSEY CITY
REDEVELOPMENT AGENCY APPROVING THE
ACCOUNTS/INVOICES PAYABLE LIST AS OF
MAY 16, 2023**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of May 16, 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 May 16, 2023 approved as presented.


~~Secretary~~
Christopher Fiore, Deputy ED

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated May 16, 2023

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

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
AFLAC								
AFLAC	5/16/2023	5/1/2023	484195	Employee Deductions per Payroll - April	\$522.12	\$0.00		\$522.12
				Totals for AFLAC:	\$522.12	\$0.00		\$522.12
				1 invoice(s) listed.				
Arup US, Inc								
Arup US, Inc	5/16/2023	4/30/2023	5006-2300215	Professional Services- March 20- April 19, 20	\$15,600.00	\$0.00		\$15,600.00
Arup US, Inc	5/16/2023	4/30/2023	5006-2300223	Professional Services- Through April 2023- Pa	\$17,750.00	\$0.00		\$17,750.00
				Totals for Arup US, Inc:	\$33,350.00	\$0.00		\$33,350.00
				2 invoice(s) listed.				
BROWNFIELD REDEVELOPMENT SOLUTIONS								
BROWNFIELD REDEVELOPMENT S	5/16/2023	3/31/2023	6416	Misc Non-Grant Support Services	\$275.00	\$0.00		\$275.00
BROWNFIELD REDEVELOPMENT S	5/16/2023	3/31/2023	6417	Support Services for Grand Jersey	\$1,165.00	\$0.00		\$1,165.00
BROWNFIELD REDEVELOPMENT S	5/16/2023	3/31/2023	6418	Morris Canal - Greenway EPA Multipurpose C	\$1,952.00	\$0.00		\$1,952.00
BROWNFIELD REDEVELOPMENT S	5/16/2023	3/31/2023	6419	Support Services For Groundwater oversight-	\$825.00	\$0.00		\$825.00
BROWNFIELD REDEVELOPMENT S	5/16/2023	3/31/2023	6420	Overnight & Mgmt Services for EPA Mill Cre	\$205.00	\$0.00		\$205.00
BROWNFIELD REDEVELOPMENT S	5/16/2023	3/31/2023	6421	MCCDC Litigation Support	\$530.00	\$0.00		\$530.00
				Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS:	\$4,932.00	\$0.00		\$4,932.00
				6 invoice(s) listed.				
CASH								
CASH	5/16/2023	5/2/2023	May 2023	Petty Cash Replenishment	\$401.30	\$0.00		\$401.30
CASH	5/16/2023	5/2/2023	Replenishment	Petty Cash Replenishment	\$401.30	\$0.00		\$401.30
				Totals for CASH:	\$802.60	\$0.00		\$802.60
				2 invoice(s) listed.				
CHRISTOPHER FIORE								
CHRISTOPHER FIORE	5/16/2023	4/27/2023	April 2023	Expense Reimbursement - Zoom	\$93.44	\$0.00		\$93.44
CHRISTOPHER FIORE	5/16/2023	4/18/2023	April 2023	Expense Reimbursement- Food- April Board N	\$331.60	\$0.00		\$331.60
CHRISTOPHER FIORE	5/16/2023	5/3/2023	May 2023	Expense Reimbursement-Travel	\$41.53	\$0.00		\$41.53
				Totals for CHRISTOPHER FIORE:	\$466.57	\$0.00		\$466.57
				3 invoice(s) listed.				
COMCAST								
COMCAST	5/16/2023	5/1/2023	8499 05 354 4361702	Internet Service at 39 Kearney Ave.	\$516.26	\$0.00		\$516.26
COMCAST	5/16/2023	4/16/2023	8499 05 354 324876	Internet Service at 665 Ocean Avenue	\$221.13	\$0.00		\$221.13
				Totals for COMCAST:	\$737.39	\$0.00		\$737.39
				2 invoice(s) listed.				

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
CRYSTAL POINT CONDOMINIUM ASSOC.								
CRYSTAL POINT CONDOMINIUM A	5/16/2023	4/11/2023	May-23	Monthly Maintenance Fee May (Account #1	\$269.80	\$0.00		\$269.80
				Totals for CRYSTAL POINT CONDOMINIUM ASSOC.:	\$269.80	\$0.00		\$269.80
				1 invoice(s) listed.				
DELTA STORAGE								
DELTA STORAGE	5/16/2023	5/9/2023	002 66556	Storage Unit - Size: 10x30, Unit #: 1001	\$980.00	\$0.00		\$980.00
DELTA STORAGE	5/16/2023	5/9/2023	002-66557	Storage Unit - Size: 10x30, Unit #: 1172	\$938.00	\$0.00		\$938.00
				Totals for DELTA STORAGE:	\$1,918.00	\$0.00		\$1,918.00
				2 invoice(s) listed.				
DIANA JEFFREY								
DIANA JEFFREY	5/16/2023	5/4/2023	May 2023	Employee Reimbursement- Travel NJ Conf. A	\$79.81	\$0.00		\$79.81
DIANA JEFFREY	5/16/2023	5/9/2023	May 2023	Employee Reimbursement- Dental	\$198.00	\$0.00		\$198.00
				Totals for DIANA JEFFREY:	\$277.81	\$0.00		\$277.81
				2 invoice(s) listed.				
ELIZABETH VASQUEZ								
ELIZABETH VASQUEZ	5/16/2023	5/2/2023	May 2023	Employee Reimbursement- Travel NJ Conf. A	\$778.89	\$0.00		\$778.89
				Totals for ELIZABETH VASQUEZ:	\$778.89	\$0.00		\$778.89
				1 invoice(s) listed.				
EVENING JOURNAL ASSOCIATION								
EVENING JOURNAL ASSOCIATION	5/16/2023	4/1/2023	AD#0010610478	Legal Advertisement - Notice of Awards	\$68.23	\$0.00		\$68.23
EVENING JOURNAL ASSOCIATION	5/16/2023	3/30/2023	AD#0010610429	Legal Advertisement - Annual Meeting - Marc	\$223.46	\$0.00		\$223.46
				Totals for EVENING JOURNAL ASSOCIATION:	\$291.69	\$0.00		\$291.69
				2 invoice(s) listed.				
FEDERAL EXPRESS								
FEDERAL EXPRESS	5/16/2023	4/17/2023	7-995-72786	Overnight Deliveries	\$74.26	\$0.00		\$74.26
				Totals for FEDERAL EXPRESS:	\$74.26	\$0.00		\$74.26
				1 invoice(s) listed.				
Friends of the Loew's Inc.								
Friends of the Loew's Inc.	5/16/2023	4/30/2023	INV2023-1	Consulting Services Re-Loew's Theater-May 1	\$90,000.00	\$0.00		\$90,000.00
				Totals for Friends of the Loew's Inc.:	\$90,000.00	\$0.00		\$90,000.00
				1 invoice(s) listed.				
FUSION CREATIVE								
FUSION CREATIVE	5/16/2023	5/9/2023	3200	JCRA Website Support	\$1,000.00	\$0.00		\$1,000.00

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
FUSION CREATIVE	5/16/2023	5/9/2023	3199	Bayfront- Website Signage support	\$775.00	\$0.00		\$775.00
				Totals for FUSION CREATIVE: 2 invoice(s) listed.	\$1,775.00	\$0.00		\$1,775.00
GALLAGHER BASSETT SERVICES, INC.								
GALLAGHER BASSETT SERVICES, I	5/16/2023	3/29/2023	1308179	Segment Site 10 Investigation Morris Canal G	\$555.00	\$0.00		\$555.00
				Totals for GALLAGHER BASSETT SERVICES, INC.: 1 invoice(s) listed.	\$555.00	\$0.00		\$555.00
GLUCK WALRATH LLP								
GLUCK WALRATH LLP	5/16/2023	4/4/2023	66071	Legal Services -APRA	\$70.00	\$0.00		\$70.00
GLUCK WALRATH LLP	5/16/2023	3/2/2023	65838	Legal Services- APRA	\$1,537.50	\$0.00		\$1,537.50
				Totals for GLUCK WALRATH LLP: 2 invoice(s) listed.	\$1,607.50	\$0.00		\$1,607.50
HUDSON COUNTY REGISTER								
HUDSON COUNTY REGISTER	5/16/2023	4/13/2023	162252	Recording Fee - RDA -336-340 MLK	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	5/16/2023	4/13/2023	319353	Recording Fee - Deed- Loew's	\$13.00	\$0.00		\$13.00
HUDSON COUNTY REGISTER	5/16/2023	2/7/2023	306394	Recording fee-Certificate of Completion- ML	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	5/16/2023	4/13/2023	319444	Recording Fee - RDA -Chapel Ave. & Conste	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	5/16/2023	4/13/2023	319346	Recording Fee - RDA -558 Communipaw	\$33.00	\$0.00		\$33.00
				Totals for HUDSON COUNTY REGISTER: 5 invoice(s) listed.	\$145.00	\$0.00		\$145.00
JERSEY CITY DEPT. OF PUBLIC WORKS								
JERSEY CITY DEPT. OF PUBLIC WOI	5/16/2023	5/2/2023	2023-5	Redevelopment Gas Usage - Jan 1, 2023 - Ma	\$122.87	\$0.00		\$122.87
				Totals for JERSEY CITY DEPT. OF PUBLIC WORKS: 1 invoice(s) listed.	\$122.87	\$0.00		\$122.87
JOHNSTON COMMUNICATIONS								
JOHNSTON COMMUNICATIONS	5/16/2023	2/14/2023	83092	Repair Wifi - JCRA Office	\$405.00	\$0.00		\$405.00
				Totals for JOHNSTON COMMUNICATIONS: 1 invoice(s) listed.	\$405.00	\$0.00		\$405.00
Kassim Handyman Service, LLC								
Kassim Handyman Service, LLC	5/16/2023	4/13/2023	07976	Replace Appliances & Repairs- 665 Ocean A	\$5,475.00	\$0.00		\$5,475.00
Kassim Handyman Service, LLC	5/16/2023	4/13/2023	07981	Deep Clean and Paint Apartment- 2A 665 Oce	\$2,500.00	\$0.00		\$2,500.00
Kassim Handyman Service, LLC	5/16/2023	4/25/2023	07983	Replace All Light Fixtures & Smoke Alarms-2	\$1,400.00	\$0.00		\$1,400.00
Kassim Handyman Service, LLC	5/16/2023	4/25/2023	07982	Replace All Light Fixtures & Smoke Alarms-2	\$1,600.00	\$0.00		\$1,600.00
Kassim Handyman Service, LLC	5/16/2023	5/1/2023	07984	Water Cleanup-3 rooms & Removal of Damag	\$1,200.00	\$0.00		\$1,200.00
Kassim Handyman Service, LLC	5/16/2023	5/4/2023	07986	Repaintments of Rooftop-292 MLK Dr	\$1,800.00	\$0.00		\$1,800.00

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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Totals for Kassim Handyman Service, LLC: 6 invoice(s) listed.					\$13,975.00	\$0.00		\$13,975.00
KINNEY LISOVICZ REILLY & WOLFF PC								
KINNEY LISOVICZ REILLY & WOLF	5/16/2023	4/13/2023	30627	Legal Services - Employment Issues	\$1,032.50	\$0.00		\$1,032.50
KINNEY LISOVICZ REILLY & WOLF	5/16/2023	4/13/2023	30628	Legal Services - JCRA v Crazy Greek	\$3,919.60	\$0.00		\$3,919.60
KINNEY LISOVICZ REILLY & WOLF	5/16/2023	4/13/2023	30629	Legal Services - Insurance Issues	\$2,555.00	\$0.00		\$2,555.00
KINNEY LISOVICZ REILLY & WOLF	5/16/2023	4/13/2023	30630	Legal Services - B.L.E.S.C.	\$840.00	\$0.00		\$840.00
KINNEY LISOVICZ REILLY & WOLF	5/16/2023	4/13/2023	30631	Legal Services - JCRA vs Rodriguez, et al.	\$227.50	\$0.00		\$227.50
KINNEY LISOVICZ REILLY & WOLF	5/16/2023	4/13/2023	30632	Legal Services - Employee Transfer	\$647.50	\$0.00		\$647.50
Totals for KINNEY LISOVICZ REILLY & WOLFF PC: 6 invoice(s) listed.					\$9,222.10	\$0.00		\$9,222.10
MCMANIMON, SCOTLAND & BAUMANN, LLC								
MCMANIMON, SCOTLAND & BAU	5/16/2023	4/11/2023	206345	Legal Services - General Counsel	\$14,270.53	\$0.00		\$14,270.53
MCMANIMON, SCOTLAND & BAU	5/16/2023	4/11/2023	206304	Legal Services - Loew's Theater	\$10,882.25	\$0.00		\$10,882.25
MCMANIMON, SCOTLAND & BAU	5/16/2023	4/11/2023	206309	Legal Services -Berry Lane Park	\$157.50	\$0.00		\$157.50
MCMANIMON, SCOTLAND & BAU	5/16/2023	4/11/2023	206310	Legal Services - 125 Monitor Street	\$1,225.00	\$0.00		\$1,225.00
MCMANIMON, SCOTLAND & BAU	5/16/2023	4/11/2023	206311	Legal Services - Argent Johnston view	\$16,674.70	\$0.00		\$16,674.70
MCMANIMON, SCOTLAND & BAU	5/16/2023	4/11/2023	206312	Legal Services - One Journal Square	\$299.50	\$0.00		\$299.50
MCMANIMON, SCOTLAND & BAU	5/16/2023	4/11/2023	206317	Legal Services - Jersey Avenue Statco Buidin	\$1,470.00	\$0.00		\$1,470.00
MCMANIMON, SCOTLAND & BAU	5/16/2023	4/11/2023	206321	Legal Services - 8 Aetha	\$2,366.87	\$0.00		\$2,366.87
MCMANIMON, SCOTLAND & BAU	5/16/2023	4/11/2023	206333	Legal Services-184 Morgan	\$1,680.00	\$0.00		\$1,680.00
MCMANIMON, SCOTLAND & BAU	5/16/2023	4/11/2023	206334	Legal Services - 360 9th Street LLC/ 367 10t	\$1,072.50	\$0.00		\$1,072.50
MCMANIMON, SCOTLAND & BAU	5/16/2023	4/11/2023	206336	Legal Services - Morris Canal Greenway	\$2,615.00	\$0.00		\$2,615.00
MCMANIMON, SCOTLAND & BAU	5/16/2023	4/11/2023	206366	Legal Services - 199 Siegmam	\$860.00	\$0.00		\$860.00
MCMANIMON, SCOTLAND & BAU	5/16/2023	4/11/2023	206377	Legal Services - Cottage 29 Owner LLC	\$717.50	\$0.00		\$717.50
MCMANIMON, SCOTLAND & BAU	5/16/2023	4/11/2023	206382	Legal Services - Port Libert Apartments	\$9,520.00	\$0.00		\$9,520.00
MCMANIMON, SCOTLAND & BAU	5/16/2023	4/11/2023	206387	Legal Services - 808 Pavonia - KRE/Silverstei	\$16,345.00	\$0.00		\$16,345.00
MCMANIMON, SCOTLAND & BAU	5/16/2023	4/11/2023	206382	Legal Services - 701 Newark Avenue	\$10,080.00	\$0.00		\$10,080.00
MCMANIMON, SCOTLAND & BAU	5/16/2023	4/11/2023	206382	Legal Services - 408-420 Commun	\$840.00	\$0.00		\$840.00
MCMANIMON, SCOTLAND & BAU	5/16/2023	3/27/2023	205362	REVISED: Legal Services - 408-420 Commun	\$9,745.00	\$0.00		\$9,745.00
MCMANIMON, SCOTLAND & BAU	5/16/2023	3/27/2023	205363	Legal Services - 558 Communipaw Avenue	\$1,435.00	\$0.00		\$1,435.00
MCMANIMON, SCOTLAND & BAU	5/16/2023	2/21/2023	203334	Legal Services - Statco Police BuildOut	\$1,155.00	\$0.00		\$1,155.00
MCMANIMON, SCOTLAND & BAU	5/16/2023	1/17/2023	202252	Legal Services - Statco Police BuildOut	\$1,155.00	\$0.00		\$1,155.00
MCMANIMON, SCOTLAND & BAU	5/16/2023	3/7/2023	204936	Legal Services - 174 Newark Avenue	\$1,592.50	\$0.00		\$1,592.50
MCMANIMON, SCOTLAND & BAU	5/16/2023	1/17/2023	202256	Legal Services - Hudson Exchange Hex II	\$1,072.00	\$0.00		\$1,072.00
MCMANIMON, SCOTLAND & BAU	5/16/2023	3/7/2023	204994	Legal Services - Hudson Exchange Hex II	\$7,315.00	\$0.00		\$7,315.00
MCMANIMON, SCOTLAND & BAU	5/16/2023	1/1/2023	206393	Legal Services - Hudson Exchange Hex II	\$5,880.00	\$0.00		\$5,880.00
MCMANIMON, SCOTLAND & BAU	5/16/2023	1/1/2023	197013	Legal Services - Cole Street Park	\$292.50	\$0.00		\$292.50
MCMANIMON, SCOTLAND & BAU	5/16/2023	2/21/2023	203496	Legal Services - Cole Street Park	\$2,135.00	\$0.00		\$2,135.00
MCMANIMON, SCOTLAND & BAU	5/16/2023	2/8/2023	203994	Legal Services - PPG/Berry Lane Park	\$665.00	\$0.00		\$665.00
MCMANIMON, SCOTLAND & BAU	5/16/2023	3/7/2023	204907	Legal Services - Loew's Theater	\$8,402.00	\$0.00		\$8,402.00

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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC: 28 invoice(s) listed.					\$130,765.35	\$0.00		\$130,765.35
METLIFE								
METLIFE	5/16/2023	5/1/2023	June 2023	Employer I.D. #03639 - Deferred Salary Per P	\$75.00	\$0.00		\$75.00
METLIFE	5/16/2023	5/1/2023	June 2023	Employer I.D. #03639 - Deferred Salary Per P	\$75.00	\$0.00		\$75.00
Totals for METLIFE: 2 invoice(s) listed.					\$150.00	\$0.00		\$150.00
Mobile Mini Solutions								
Mobile Mini Solutions	5/16/2023	4/18/2023	9017455166	40 Standard Tri Can Storage Container- Loev	\$299.28	\$0.00		\$299.28
Mobile Mini Solutions	5/16/2023	4/18/2023	9017479405	40 Standard Tri Can Storage Container- Loev	\$309.28	\$0.00		\$309.28
Mobile Mini Solutions	5/16/2023	4/18/2023	9017467080	40 Standard Tri Can Storage Container- Loev	\$309.28	\$0.00		\$309.28
Mobile Mini Solutions	5/16/2023	4/18/2023	9017455165	40 Standard Tri Can Storage Container- Loev	\$299.28	\$0.00		\$299.28
Mobile Mini Solutions	5/16/2023	4/18/2023	9017455164	40 Standard Tri Can Storage Container- Loev	\$299.28	\$0.00		\$299.28
Mobile Mini Solutions	5/16/2023	4/18/2023	9017467081	40 Standard Tri Can Storage Container- Loev	\$309.28	\$0.00		\$309.28
Totals for Mobile Mini Solutions: 6 invoice(s) listed.					\$1,825.68	\$0.00		\$1,825.68
NEW JERSEY REALTY ADVISORY GRO								
NEW JERSEY REALTY ADVISORY G	5/16/2023	5/3/2023	2258	Appraisal Services - 50 Journal Square	\$3,500.00	\$0.00		\$3,500.00
Totals for NEW JERSEY REALTY ADVISORY GRO: 1 invoice(s) listed.					\$3,500.00	\$0.00		\$3,500.00
NJ ADVANCE MEDIA, LLC								
NJ ADVANCE MEDIA, LLC	5/16/2023	3/31/2023	AD#0010611498	Legal Advertisement -Annual Meeting - Marc	\$104.06	\$0.00		\$104.06
Totals for NJ ADVANCE MEDIA, LLC: 1 invoice(s) listed.					\$104.06	\$0.00		\$104.06
Paratus Group								
Paratus Group	5/16/2023	4/24/2023	5167	Owner's Representative Services -March 20	\$28,000.00	\$0.00		\$28,000.00
Totals for Paratus Group: 1 invoice(s) listed.					\$28,000.00	\$0.00		\$28,000.00
Peter Waldor & Associates								
Peter Waldor & Associates	5/16/2023	4/27/2023	49126	General Liability -292 MLK Drive	\$7,055.05	\$0.00		\$7,055.05
Totals for Peter Waldor & Associates: 1 invoice(s) listed.					\$7,055.05	\$0.00		\$7,055.05
PH Urban Renewal LLC								

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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
PH Urban Renewal LLC	5/16/2023	3/9/2023	March 2023	Escrow Refund-25 Columbus	\$13,482.50	\$0.00		\$13,482.50
Totals for PH Urban Renewal LLC: 1 invoice(s) listed.					\$13,482.50	\$0.00		\$13,482.50
PUBLIC SERVICE ELECTRIC & GAS								
PUBLIC SERVICE ELECTRIC & GAS	5/16/2023	4/17/2023	42-497-031-18	Gas & Electric - 25 Journal Square	\$2,343.94	\$0.00		\$2,343.94
PUBLIC SERVICE ELECTRIC & GAS	5/16/2023	4/21/2023	72-729-979-07	Gas & Electric - 665 Ocean Avenue - Office A	\$94.03	\$0.00		\$94.03
PUBLIC SERVICE ELECTRIC & GAS	5/16/2023	4/21/2023	72-729-980-08	Gas & Electric - 665 Ocean Avenue - Office B	\$162.80	\$0.00		\$162.80
PUBLIC SERVICE ELECTRIC & GAS	5/16/2023	4/21/2023	72-729-965-01	Gas & Electric - 665 Ocean Avenue - HSE	\$81.24	\$0.00		\$81.24
PUBLIC SERVICE ELECTRIC & GAS	5/16/2023	4/21/2023	72-729-971-09	Gas & Electric - 665 Ocean Avenue - Apt. 2A	\$108.83	\$0.00		\$108.83
PUBLIC SERVICE ELECTRIC & GAS	5/16/2023	4/21/2023	72-729-973-03	Gas & Electric - 665 Ocean Avenue - Apt. 2B	\$55.41	\$0.00		\$55.41
PUBLIC SERVICE ELECTRIC & GAS	5/16/2023	4/21/2023	72-729-974-00	Gas & Electric - 665 Ocean Avenue - Apt. 2C	\$65.83	\$0.00		\$65.83
PUBLIC SERVICE ELECTRIC & GAS	5/16/2023	4/21/2023	72-729-974-00	Gas & Electric - 665 Ocean Avenue - Apt. 2D	\$63.73	\$0.00		\$63.73
PUBLIC SERVICE ELECTRIC & GAS	5/16/2023	4/21/2023	72-729-975-08	Gas & Electric - 665 Ocean Avenue - Apt. 3A	\$61.08	\$0.00		\$61.08
PUBLIC SERVICE ELECTRIC & GAS	5/16/2023	4/21/2023	72-729-976-05	Gas & Electric - 665 Ocean Avenue - Apt. 3B	\$43.78	\$0.00		\$43.78
PUBLIC SERVICE ELECTRIC & GAS	5/16/2023	4/21/2023	72-729-977-02	Gas & Electric - 665 Ocean Avenue - Apt. 3C	\$55.68	\$0.00		\$55.68
PUBLIC SERVICE ELECTRIC & GAS	5/16/2023	4/21/2023	72-729-978-18	Gas & Electric - 665 Ocean Avenue - Apt. 3D	\$25.16	\$0.00		\$25.16
PUBLIC SERVICE ELECTRIC & GAS	5/16/2023	4/21/2023	72-357-631-08	Gas & Electric - 292 MLK Dr - Floor 1	\$25.52	\$0.00		\$25.52
PUBLIC SERVICE ELECTRIC & GAS	5/16/2023	4/21/2023	72-357-632-05	Gas & Electric - 292 MLK Dr - Floor 2	\$27.04	\$0.00		\$27.04
PUBLIC SERVICE ELECTRIC & GAS	5/16/2023	4/21/2023	72-357-633-02	Gas & Electric - 292-MLK Dr - HSE	\$81.39	\$0.00		\$81.39
Totals for PUBLIC SERVICE ELECTRIC & GAS: 15 invoice(s) listed.					\$3,295.46	\$0.00		\$3,295.46
READY REFRESH								
READY REFRESH	5/16/2023	4/22/2023	03D6703492330	Water Dispenser - April 2023	\$129.85	\$0.00		\$129.85
Totals for READY REFRESH: 1 invoice(s) listed.					\$129.85	\$0.00		\$129.85
Schenck Price Smith & King, LLP								
Schenck Price Smith & King, LLP	5/16/2023	4/11/2023	1195106	Legal Services -619 Martin Blvd	\$1,947.75	\$0.00		\$1,947.75
Schenck Price Smith & King, LLP	5/16/2023	4/11/2023	1195107	Legal Services -294 Barrow St.	\$992.25	\$0.00		\$992.25
Schenck Price Smith & King, LLP	5/16/2023	4/11/2023	1195108	Legal Services -2540-2560 JFK Blvd.	\$257.25	\$0.00		\$257.25
Schenck Price Smith & King, LLP	5/16/2023	3/31/2023	1190583	Legal Services - 142 Halladay Street	\$1,330.00	\$0.00		\$1,330.00
Schenck Price Smith & King, LLP	5/16/2023	3/31/2023	1190582	Legal Services - Lease Agreement with PSEG	\$560.00	\$0.00		\$560.00
Totals for Schenck Price Smith & King, LLP: 5 invoice(s) listed.					\$5,087.25	\$0.00		\$5,087.25
Silagy Contracting, LLC.								
Silagy Contracting, LLC.	5/16/2023	4/24/2023	13312-1	Lawn Maintenance & Trash Removal- 185 Dw	\$184.44	\$0.00		\$184.44
Silagy Contracting, LLC.	5/16/2023	4/24/2023	13312-2	Lawn Maintenance & Trash Removal- 284 MI	\$347.20	\$0.00		\$347.20
Silagy Contracting, LLC.	5/16/2023	4/24/2023	13312-3	Lawn Maintenance & Trash Removal - 174-1	\$705.24	\$0.00		\$705.24
Silagy Contracting, LLC.	5/16/2023	4/24/2023	13312-4	Lawn Maintenance & Trash Removal - 292 M	\$390.60	\$0.00		\$390.60

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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Silagy Contracting, LLC.	5/16/2023	4/24/2023	13312-6	Lawn Maintenance & Trash Removal-408-42	\$575.04	\$0.00		\$575.04
Silagy Contracting, LLC.	5/16/2023	4/24/2023	13312-8	Lawn Maintenance & Trash Removal- 665 Oc	\$260.40	\$0.00		\$260.40
Silagy Contracting, LLC.	5/16/2023	4/24/2023	13312-9	Lawn Maintenance & Trash Removal - Manil	\$375.74	\$0.00		\$375.74
Silagy Contracting, LLC.	5/16/2023	4/24/2023	13312-10	Lawn Maintenance & Trash Removal - 550 J	\$824.26	\$0.00		\$824.26
Silagy Contracting, LLC.	5/16/2023	4/24/2023	13312-11	Lawn Maintenance & Trash Removal - 84 Sip	\$217.00	\$0.00		\$217.00
Silagy Contracting, LLC.	5/16/2023	4/24/2023	13312-14	Lawn Maintenance & Trash Removal - 558 C	\$303.80	\$0.00		\$303.80
Silagy Contracting, LLC.	5/16/2023	4/24/2023	13312-15	Lawn Maintenance & Trash Removal - 612-6	\$331.64	\$0.00		\$331.64
Silagy Contracting, LLC.	5/16/2023	4/24/2023	13312-16	Lawn Maintenance & Trash Removal - 51 Cr	\$195.30	\$0.00		\$195.30
Silagy Contracting, LLC.	5/16/2023	4/24/2023	13312-17	Lawn Maintenance & Trash Removal - 125 M	\$900.00	\$0.00		\$900.00
Silagy Contracting, LLC.	5/16/2023	4/24/2023	13312-5	Lawn Maintenance & Trash Removal - 199 S	\$802.88	\$0.00		\$802.88
Silagy Contracting, LLC.	5/16/2023	4/24/2023	13312-7	Lawn Maintenance & Trash Removal - 314 M	\$347.20	\$0.00		\$347.20
Silagy Contracting, LLC.	5/16/2023	4/24/2023	13312-12	Lawn Maintenance & Trash Removal- 405-4	\$184.44	\$0.00		\$184.44
Silagy Contracting, LLC.	5/16/2023	4/24/2023	13312-13	Lawn Maintenance & Trash Removal - 80 Ba	\$390.60	\$0.00		\$390.60
				Lawn Maintenance & Trash Removal - 1054 C	\$217.00	\$0.00		\$217.00
				Totals for Silagy Contracting, LLC.:	\$7,752.78	\$0.00		\$7,752.78
				18 invoice(s) listed.				
Spiro Harrison & Nelson LLC								
Spiro Harrison & Nelson LLC	5/16/2023	4/11/2023	2023-JCRA.006-05	Legal Services - 118 - 128 Monitor	\$5,762.52	\$0.00		\$5,762.52
Spiro Harrison & Nelson LLC	5/16/2023	4/11/2023	2023-JCRA.012-04	Legal Services -61-63 Sip Ave.	\$1,975.00	\$0.00		\$1,975.00
Spiro Harrison & Nelson LLC	5/16/2023	4/11/2023	2023-JCRA.035-01	Legal Services -297 Communipaw Ave.	\$942.50	\$0.00		\$942.50
Spiro Harrison & Nelson LLC	5/16/2023	5/1/2023	2023-JCRA.006-06	Legal Services - 118 - 128 Monitor	\$2,118.75	\$0.00		\$2,118.75
Spiro Harrison & Nelson LLC	5/16/2023	5/1/2023	2023-JCRA.012-05	Legal Services -61-63 Sip Ave.	\$877.50	\$0.00		\$877.50
				Totals for Spiro Harrison & Nelson LLC:	\$11,676.27	\$0.00		\$11,676.27
				5 invoice(s) listed.				
STAPLES CREDIT PLAN								
STAPLES CREDIT PLAN	5/16/2023	4/11/2023	6011 1000 4335 774	Office Supplies	\$797.94	\$0.00		\$797.94
				Totals for STAPLES CREDIT PLAN:	\$797.94	\$0.00		\$797.94
				1 invoice(s) listed.				
T&M ASSOCIATES								
T&M ASSOCIATES	5/16/2023	9/27/2022	LAF426248	Engineering Services- Morris Greenway Coun	\$319.50	\$0.00		\$319.50
T&M ASSOCIATES	5/16/2023	9/27/2022	LAF430852	Engineering Services- Morris Greenway Coun	\$5,384.50	\$0.00		\$5,384.50
T&M ASSOCIATES	5/16/2023	9/7/2022	LAF429977	Engineering Services- Morris Greenway Coun	\$3,834.00	\$0.00		\$3,834.00
T&M ASSOCIATES	5/16/2023	10/26/2022	LAF432546	Engineering Services- Morris Greenway Coun	\$1,907.50	\$0.00		\$1,907.50
T&M ASSOCIATES	5/16/2023	11/28/2022	LAF434213	Engineering Services- Morris Greenway Coun	\$1,171.50	\$0.00		\$1,171.50
				Totals for T&M ASSOCIATES:	\$12,617.00	\$0.00		\$12,617.00
				5 invoice(s) listed.				
TOSHIBA FINANCIAL SERVICES								
TOSHIBA FINANCIAL SERVICES	5/16/2023	5/1/2023	5024739737	Payment for Copier Lease 3/21-4/21/2023	\$1,135.00	\$0.00		\$1,135.00

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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Toshiba- GreatAmerica Financial Svcs.								
Toshiba- GreatAmerica Financial Svcs.	5/16/2023	4/15/2023	33839200	Payment for Copier Lease	\$469.84	\$0.00		\$469.84
				Totals for Toshiba- GreatAmerica Financial Svcs.: 1 invoice(s) listed.	\$469.84	\$0.00		\$469.84
UNITED WAY OF HUDSON COUNTY								
UNITED WAY OF HUDSON COUNT	5/16/2023	5/1/2023	April 2023	Case/Property Mgmt. Services at 665 Ocean A	\$4,791.00	\$0.00		\$4,791.00
UNITED WAY OF HUDSON COUNT	5/16/2023	12/30/2022	December 2022	Case/Property Mgmt. Services at 665 Ocean A	\$4,791.00	\$0.00		\$4,791.00
				Totals for UNITED WAY OF HUDSON COUNTY: 2 invoice(s) listed.	\$9,582.00	\$0.00		\$9,582.00
VERIZON								
VERIZON	5/16/2023	5/1/2023	9930924292	Agency Cell Phone Bill -3/23-4/23	\$185.73	\$0.00		\$185.73
				Totals for VERIZON: 1 invoice(s) listed.	\$185.73	\$0.00		\$185.73
VICTORIA BONNERS								
VICTORIA BONNERS	5/16/2023	5/9/2023	May 2023	Tuition Reimbursement- Spring 2023	\$7,958.00	\$0.00		\$7,958.00
				Totals for VICTORIA BONNERS: 1 invoice(s) listed.	\$7,958.00	\$0.00		\$7,958.00
W. B. MASON CO., INC.								
W. B. MASON CO., INC.	5/16/2023	4/12/2023	237585864	Office Supplies	\$494.41	\$0.00		\$494.41
W. B. MASON CO., INC.	5/16/2023	4/5/2023	237674781	Office Supplies	\$168.84	\$0.00		\$168.84
W. B. MASON CO., INC.	5/16/2023	4/10/2023	237612990	Office Supplies	\$15.31	\$0.00		\$15.31
				Totals for W. B. MASON CO., INC.: 3 invoice(s) listed.	\$678.56	\$0.00		\$678.56
Wielkatz & Company, LLC.								
Wielkatz & Company, LLC.	5/16/2023	5/3/2023	23-00085-03124	CFO Accounting Additional Services Rende	\$7,500.00	\$0.00		\$7,500.00
Wielkatz & Company, LLC.	5/16/2023	5/3/2023	23-00085-03109	CFO Accounting Services/ReimbursRegister	\$2,857.00	\$0.00		\$2,857.00
				Totals for Wielkatz & Company, LLC.: 2 invoice(s) listed.	\$10,357.00	\$0.00		\$10,357.00
WILLIAM J. GUARINI, INC.								
WILLIAM J. GUARINI, INC.	5/16/2023	4/28/2023	WG11406	Traced out Water Line to shut off and replace ;	\$3,200.00	\$0.00		\$3,200.00

Jersey City Redevelopment Agency Cash Requirements Report

Totals for WILLIAM J. GUARINI, INC.:
1 invoice(s) listed.

	<u>\$3,200.00</u>	<u>\$0.00</u>	<u>\$3,200.00</u>
GRAND TOTALS:	\$422,053.92	\$0.00	\$422,053.92

Jersey City Redevelopment Agency Cash Requirements Report

Report name: Invoice Due Today
Show invoices open as of today
Do not include invoices scheduled to be generated
Calculate discounts as of today
Include all invoice dates
Include all post dates
Include these due dates: Next week (5/14/2023 to 5/20/2023)
Include all Post Statuses
Include all Invoices
Include all Vendors
Include these Banks: Provident Checking
Include all Invoice Attributes
Include all Vendor Attributes

Jersey City Redevelopment Agency

Cash Requirements Report

INVESTORS BANK

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
CME ASSOCIATES								
CME ASSOCIATES	5/16/2023	4/26/2023	0327585	Site Engineering- Bayfront Redevelopment	\$1,569.00	\$0.00		\$1,569.00
CME ASSOCIATES	5/16/2023	2/7/2023	0322405	Site Engineering- Bayfront Redevelopment	\$3,256.00	\$0.00		\$3,256.00
				Totals for CME ASSOCIATES:	<u>\$4,825.00</u>	<u>\$0.00</u>		<u>\$4,825.00</u>
MCMANIMON, SCOTLAND & BAUMANN, LLC								
MCMANIMON, SCOTLAND & BAUMANN, LLC	5/16/2023	4/11/2023	206322	Legal Services- Bayfront General	\$1,656.00	\$0.00		\$1,656.00
				Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:	<u>\$1,656.00</u>	<u>\$0.00</u>		<u>\$1,656.00</u>
Perkins Eastman Architects DPC								
Perkins Eastman Architects DPC	5/16/2023	12/7/2022	77960.04-0-1	Implementation Services 11/1-11/31/22 - Bayfr	\$4,090.00	\$0.00		\$4,090.00
Perkins Eastman Architects DPC	5/16/2023	4/10/2023	77960.04-0-5	Implementation Services 2/25-3/31/23 - Bayfr	\$2,737.00	\$0.00		\$2,737.00
Perkins Eastman Architects DPC	5/16/2023	2/6/2023	77960.04-0-3	Implementation Services 1/34/2023 - Bayfron	\$4,455.14	\$0.00		\$4,455.14
Perkins Eastman Architects DPC	5/16/2023	3/6/2023	77960.04-0-4	Implementation Services 2/14/2023 - Bayfron	\$2,260.14	\$0.00		\$2,260.14
				Totals for Perkins Eastman Architects DPC:	<u>\$13,542.28</u>	<u>\$0.00</u>		<u>\$13,542.28</u>
				GRAND TOTALS:	<u>\$20,023.28</u>	<u>\$0.00</u>		<u>\$20,023.28</u>

Jersey City Redevelopment Agency
Cash Requirements Report
INVESTORS BANK

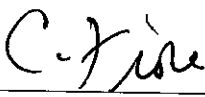
Report name: Invoice Due Today-INVESTORS
Show invoices open as of today
Do not include invoices scheduled to be generated
Calculate discounts as of today
Include all invoice dates
Include all post dates
Include these due dates: Next week (5/14/2023 to 5/20/2023)
Include all Post Statuses
Include all Invoices
Include all Vendors
Include these Banks: Investors - Bayfront
Include all Invoice Attributes
Include all Vendor Attributes

RESO NO. 23-05- 16

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE PERSONNEL LIST AS OF MAY 16, 2023

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Personnel List as of May 16, 2023

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Personnel List as of May 16, 2023 be approved as presented.


~~Secretary~~
Christopher Fiore, Deputy ED

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners adopted at their Meeting dated May 16, 2023

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

**RESOLUTION OF THE BOARD OF
COMMISSIONERS OF THE JERSEY CITY
REDEVELOPMENT AGENCY AUTHORIZING A
LICENSE AGREEMENT WITH 20th TELEVISION
WITH RESPECT TO CERTAIN PROPERTY
IDENTIFIED AS BLOCK 10601, LOT 41,
COMMONLY KNOWN AS LOEW'S JERSEY
THEATRE, 54 JOURNAL SQUARE PLAZA
WITHIN THE JOURNAL SQUARE 2060
REDEVELOPMENT AREA**

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

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

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

WHEREAS, the Agency received a request from 20th Television ("**Producer**") to use the Property for the period of June 15, 2023 through June 19, 2023 to film an audiovisual production entitled "Thriller" in exchange for a payment to the Agency by the Producer in the amount of Twenty Thousand (\$20,000) Dollars; and

WHEREAS, the Agency desires to authorize a License Agreement with the Producer ("**License Agreement**"), a copy of which is on file with the Agency, documenting the terms and conditions of the Producer's usage of the Property,

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

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

Section 2. The Board of Commissioners hereby authorizes and approves the License Agreement and authorizes the Producer to use the Property in accordance with

the terms and conditions set forth in the License Agreement for the period of June 15, 2023, through to June 19, 2023, in exchange for a payment by the Producer to the Agency of Twenty Thousand (\$20,000) Dollars.

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

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

Section 5. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting held on May 16, 2023.

C. Fiore

~~Diana H. Jeffrey, Secretary~~
Christopher Fiore, Deputy ED

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