RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING GOING INTO EXECUTIVE SESSION TO DISCUSS CERTAIN MATTERS

WHEREAS, there are certain matters that need to be discussed by the Board of Commissioners of the Jersey City Redevelopment Agency in Executive Session; and

WHEREAS, the matters to be discussed are :pending litigation, potential litigation and personnel; and

WHEREAS, the results will be disclosed to the public upon settlement of any litigation matters which were discussed.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey
City Redevelopment Agency approving the Commissioners go into Executive Session to discuss
certain matters including pending or potential litigation as well as personnel matters.

Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated September 19, 2017.

RECORD OF COMMISSIONERS VOTE							
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	ABSTAIN	ABSENT			
Donald R. Brown	/						
Douglas Carlucci	✓						
Evelyn Farmer	√						
Erma D. Greene	✓						
Rolando R. Lavarro, Jr.				1			
Daniel Rivera	√						
Darwin R. Ona				√			

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE MINUTES OF THE REGULAR MEETING DATED AUGUST 15, 2017

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Regular Meeting dated August 15, 2017 for their review and approval.

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

Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated September 19, 2017.

RECORD OF COMMISSIONERS VOTE							
<u>NAME</u>	<u>AYE</u>	NAY	<u>ABSTAIN</u>	ABSENT			
Donald R. Brown	✓						
Douglas Carlucci	✓						
Evelyn Farmer	✓						
Erma D. Greene	✓						
Rolando R. Lavarro, Jr.				1			
Daniel Rivera	✓						
Darwin R. Ona				/			

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE MINUTES OF EXECUTIVE SESSION OF THE REGULAR MEETING OF AUGUST 15, 2017.

WHEREAS, the Board of Commissioners approved going into closed session at their meeting of; and

WHEREAS, the following issues were discussed: litigation, potential litigation, and personnel; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the minutes of the Executive Session of the Regular Meeting of August 15, 2017 be approved as presented.

Secretary	

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their meeting dated September 19, 2017

RECORD OF COMMISSIONERS VOTE							
<u>NAME</u>	AYE	NAY	<u>ABSTAIN</u>	ABSENT			
Donald R. Brown	>						
Douglas Carlucci	✓						
Evelyn Farmer	/						
Erma D. Greene	\						
Rolando R. Lavarro, Jr.				1			
Daniel Rivera	√						
Darwin R. Ona							

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY QUALIFYING VARIOUS FIRMS FOR PROFESSIONAL ENVIRONMENTAL SERVICES IN ALL PROJECT AREAS

WHEREAS, in compliance with N.J.S.A. 40A:20.4 (Pay to Play Law), the Jersey City Redevelopment Agency issued an RFQ (Request for Qualifications) for Professional Environmental Services on July 21, 2017; and

WHEREAS, the Agency received a total of twenty-nine (29) qualification statements in response to the RFQ, all of which were reviewed, evaluated and approved by Agency staff; and WHEREAS, the Agency desires to qualify the following firms:

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1.	ATC Group Services, LLC		Environmental Services, Inc.
2.	Excel Environmental Resources, Inc	18.	WCD Group, LLC
3.	Prestige Environmental, Inc.	19.	Najarian Associates, Inc.
4.	Partner Engineering and Science, Inc	20.	Ensafe Inc.
5.	Earth System	21.	Dresdner Robin Environmental Mgmt
6.	Brilliant Environmental Services, LLC	22.	Remington Vernick & Arango
7.	Brinkerhoff Environmental Services		Engineers
8.	TRC Environmental Corp	23.	Hillman Consulting, LLC
9.	Advanced Geoservices Corp	24.	Sovereign Consulting, Inc.
10.	Engenuity Infrastructure, LLC	25.	BRS, Inc.
11.	Mott MacDonald	26.	Whitman
12.	AMEC Foster Wheeler Environmental	27.	Pennoni Associates, Inc.
	& Infrastructure, Inc.	28.	T & M Associates
13.	Haks Engineers, Architects and Land	29.	Atlantic Environmental Solutions, Inc.
	Surveyors, P. C.		
14.	E2 Project Management, LLC		
15.	GEI Consultants, Inc.		
16.	CME Associates		
17.	Langan Engineering and		
l			

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that each of the above listed environmental firms be considered qualified to enter into a Professional Services Agreement with the Agency in connection with the services identified in the RFQ.

BE IT FURTHER RESOLVED, that the Chairman, Vice Chairman and/or Secretary are hereby authorized to sign any and all documents necessary in order to carry out the intended purposes of this Resolution subject to the review and approval of the Agency's General Counsel.

SECRETARY

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of September 19, 2017.

NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	/			
Douglas Carlucci	V			
Evelyn Farmer	1			
Erma D. Greene	1			
Rolando R. Lavarro, Jr.				/
Daniel Rivera	V			
Darwin R. Ona				7

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT No. 17-01-DJ9 WITH McMANIMON, SCOTLAND & BAUMANN, LLC FOR SPECIAL LEGAL COUNSEL SERVICES IN VARIOUS REDEVELOPMENT AREAS CITY-WIDE

WHEREAS, the Jersey City Redevelopment Agency requires the service of a Law Firm as Special Counsel, pursuant to certain requirements of N.J.S.A. 40A:12a-1 et. seq.; and

WHEREAS, at its meeting dated January 17, 2017, the Board of Commissioners of the Jersey City Redevelopment Agency authorized the Agency to enter into Agreement No. 17-01-DJ9 with the Law Firm of McManimon, Scotland & Baumann, LLC, within the purview of N.J.S.A. 40A:11-5(1)(a)(I),; and

WHEREAS, at its meeting dated June 20, 2017, the Board of Commissioners approved an amend in the amount of \$73,758.55; and

WHEREAS, the parties are desirous of amending Agreement No. 17-01-DJ9, in the amount of \$125,000.00 for a new total contract amount of \$298,758.55.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that: the above recitations are incorporated herein as if set forth at length; authorization be and is hereby given to the Agency to enter into an amendment of Professional Services Agreement No. 17-01-DJ9 with the law firm of McManimon, Scotland & Baumann, LLC.

BE IT FURTHER RESOLVED, that the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this Resolution subject to the review and approval of the Agency's General Counsel.

Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of September 19, 2017

RECORD OF COMMISSIONERS VOTE							
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	ABSTAIN	ABSENT			
Donald R. Brown	/						
Douglas Carlucci	/						
Evelyn Farmer	/						
Erma D. Greene	✓						
Rolando R. Lavarro, Jr.				1			
Darwin R. Ona				1			
Daniel Rivera	1						

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING 8 AETNA STREET, LLC AS REDEVELOPER FOR PROPERTY LOCATED IN BLOCK 15801 IN THE GRAND JERSEY REDEVELOPMENT AREA

WHEREAS, 8 Aetna Street, LLC (Argent Ventures/Andrew Penson) (hereinafter referred to as "Redeveloper") made a formal application to the Jersey City Redevelopment Agency for the construction of a mixed use development to contain approximately 280 residential units, ancillary ground floor retail space, and associated parking; and

WHEREAS, the site is located at Block 15801, Lots 67, 68, 69 and 70 within the Grand Jersey Redevelopment Area (map attached); and

WHEREAS, Lots 67, 68, 69 are privately owned and Lot 70 is owned by the City of Jersey City; and

WHEREAS, 8 Aetna Street, LLC has requested designation as the Redeveloper for this site; and WHEREAS, staff has reviewed the application submitted and understands that amendments to the redevelopment plan are necessary in order to accommodate the street grid, increased building height, renumbered blocks among other things; and

WHEREAS, the Redeveloper will comply with all requirements from a design and construction standpoint as indicted on the plan.

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

- 8 Aetna Street, LLC is hereby designated Redeveloper for the development of property located at Block 15801, Lots 67, 68, 69 and 70 in the Grand Jersey Redevelopment Area.
- 2) The designation is contingent upon Redeveloper being responsible for and assuming all costs incurred by the Agency, including, but not limited to appraisal, title, environmental, legal, property maintenance, etc. for the proposed project.

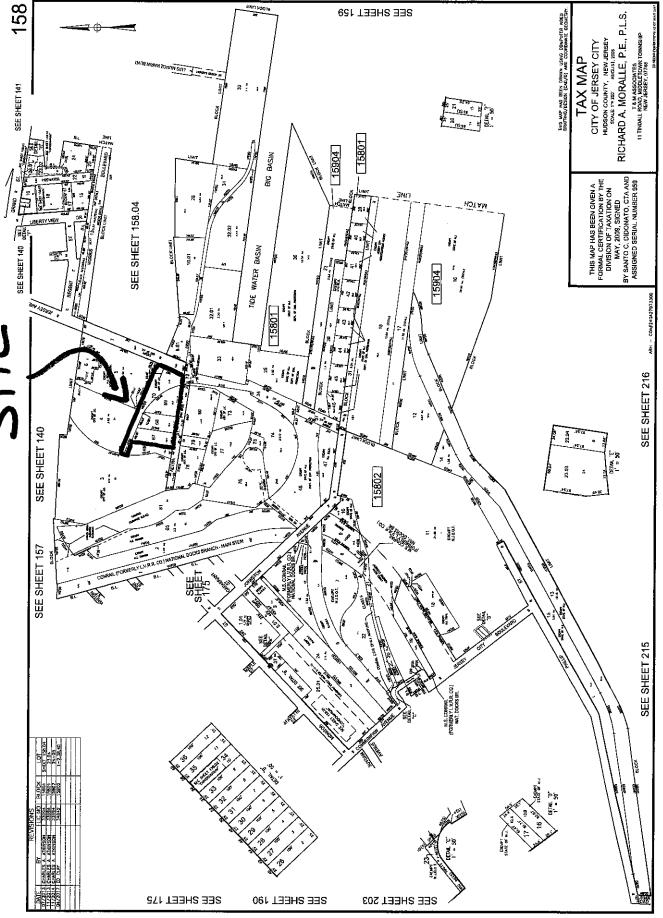
- The designation of Block 15801 lot 70 is expressly conditioned upon the City of Jersey City transferring the property to the Agency with clear title; and
- 4) The Agency and the Redeveloper may enter into an Interim Cost Agreement to cover Agency expenses until such time as all provisions of a more definitive Redevelopment Agreement have been reached; and
- 5) The designation granted herein is for a 120 day period to expire on January 18, 2017 during which time the developer will enter in contract negotiations with the Agency.
- 6) The designation may be extended up to two times for a period of thirty (30) days each if necessary at the sole discretion of the Agency's Executive Director.

BE IT FURTHER RESOLVED, that the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this Resolution subject to the review and approval of the Agency's General Counsel.

Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioner's of the Jersey City Redevelopment Agency adopted at their Regular Meeting of September 19, 2017.

RECORD OF COMMISSIONERS VOTE							
<u>NAME</u>	AYE	NAY	<u>ABSTAIN</u>	ABSENT			
Donald R. Brown	\						
Douglas Carlucci	/						
Evelyn Farmer	V						
Erma Greene	/						
Rolando R. Lavarro, Jr.				✓			
Darwin R. Ona				✓			
Daniel Rivera	V						



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A REDEVELOPMENT AGREEMENT WITH JOHNSTON VIEW OWNER URBAN RENEWAL COMPANY LLC FOR THE REDEVELOPMENT OF CERTAIN REAL PROPERTY IN THE GRAND JERSEY REDEVELOPMENT AREA

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 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 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 Grand Jersey Redevelopment Area (the "Redevelopment Area") and adopted and subsequently amended a redevelopment plan for the area entitled the Grand Jersey Redevelopment Plan as may be further amended, as contemplated herein, and supplemented from time to time (the "Redevelopment Plan"); and

WHEREAS, Block 15801, Lots 66, 74, 75, 76, 79 and 80 are owned by the Johnston View Owner LLC (the "Redeveloper Parcels"); and

WHEREAS, Block 15801, Lots 73 and 77 are [owned by the City] (the "City Parcels" together with the Redeveloper Parcels, the "Property"); and

WHEREAS, the Property is within the Redevelopment Area; and

WHEREAS, Johnston View Owner Urban Renewal LLC (the "Redeveloper") may make certain improvements to the City Parcels; and

WHEREAS, the Redeveloper is a limited liability company, qualified as an urban renewal entity in the State of New Jersey, with 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.

WHEREAS, in anticipation of this Agreement, the Parties have previously entered into a certain Escrow Agreement (the "Escrow Agreement"), dated September 30, 2016, regarding Pre-Development Activities (as defined therein).

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

- 1. The aforementioned recitals are incorporated herein as though fully set forth at length.
- 2. The Commissioners hereby authorize the Redevelopment Agreement between the Redeveloper and the Agency for the redevelopment of the Property.
- 3. The Executive Director is hereby authorized to execute the Redevelopment Agreement, together with such additions, deletions and modifications as are necessary and desirable in consultation with counsel to effectuate the same.
- 4. The Chairman, Vice Chairman, Executive Director, Secretary and other necessary Agency Officials are hereby authorized to undertake all actions necessary to effectuate this Resolution.
- 5. The Executive Director is hereby authorized to purchase the City Parcels and to execute the Purchase and Sale Agreement, and any other necessary agreements, between the City and the Agency, and the Agency and the Redeveloper, together with such additions, deletions and modifications as are necessary and desirable in consultation with counsel to effectuate same, to purchase the City Parcels and Redeveloper Parcels respectively.
- 6. 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.
- 7. A copy of this resolution shall be available for public inspection at the offices of the Agency.

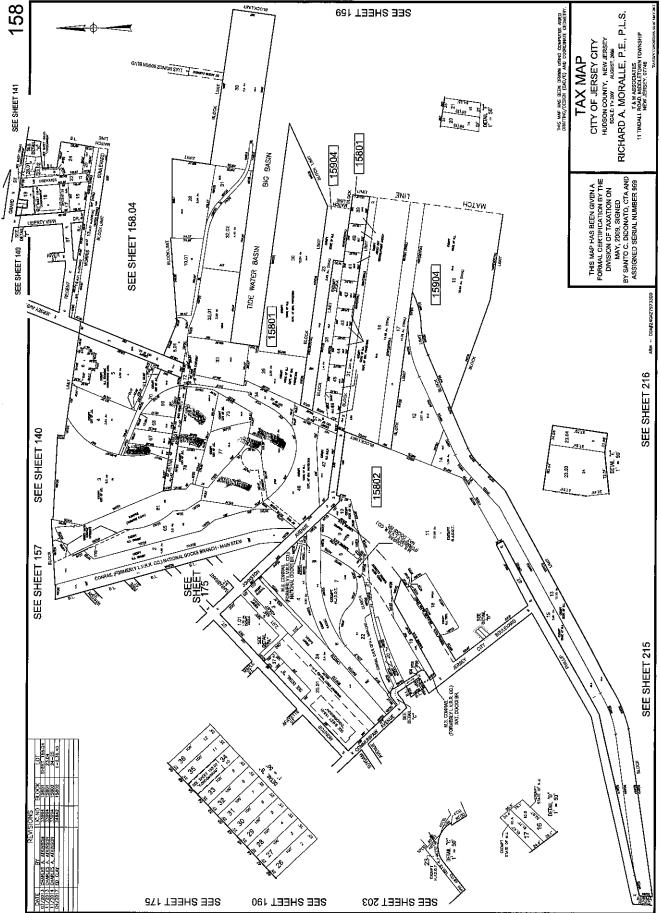
8.	This resol	lution sh	all take	effect	immediate	ely.
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Secretary CDM

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of c

Secretary

				11			
RECORD OF COMMISSIONERS VOTE							
<u>NAME</u>	AYE	<u>NAY</u>	<u>ABSTAIN</u>	ABSENT			
Donald R. Brown	/						
Douglas Carlucci	✓						
Evelyn Farmer	>						
Erma D. Greene	\						
Rolando R. Lavarro, Jr.	. 1			>			
Daniel Rivera	✓			_			
Darwin R. Ona				✓			



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A SIXTH AMENDMENT TO THE REDEVELOPMENT AGENCY AND BETWEEN THE JERSEY CITY REDEVELOPMENT AGENCY AND BARNABAS HEALTH, LLC IN THE GRAND JERSEY REDEVELOPMENT AREA

WHEREAS, the Agency and Barnabas Health, LLC (hereinafter the "Redeveloper") entered into a Redevelopment Agreement, dated December 16, 2014 (hereinafter referred to as the "Agreement") pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12-A-1 et seq.; and

WHEREAS, the First Amendment approved on May 19, 2015, extended the due date until June 30, 2015 for the Additional Deposit of Five Million Dollars (\$5,000,000); and

WHEREAS, the Second Amendment approved January 1, 2016, extended the closing date with the Initial Payment coming due on February 20,2016 and the balance of payment due at the final closing on or before December 31, 2016; and

WHEREAS, the Third Amendment approved on April 19, 2016, amended the terms of the final closing relating to purchase price; acknowledged the Redeveloper's intent to enter into an agreement with a qualified development partner, subject to certain conditions; and authorized a Right of Access Agreement for pre-development activities; and

WHEREAS, the Fourth Amendment approved December 12, 2016, reflected the parties' agreement that there was a need to revise the Schedule B (project description) and Schedule C (construction timeline), and that the Redeveloper would have until March 21, 2017, to submit these revised documents to the Agency and receive approval thereof through a Fifth Amendment; and

WHEREAS, the Fifth Amendment approved March 21, 2017, reflected the parties' agreement that there was a need to revise the Schedule B (project description) and Schedule C (construction timeline), and that the Redeveloper would have until September 20, 2017 to submit these revised documents to the Agency and receive approval thereof through a Sixth Amendment; and

WHEREAS, the Redeveloper has continued to act in good faith and to develop an acceptable Schedule B and Schedule C as mandated by the Redevelopment Agreement; and

WHEREAS, the Redeveloper has requested the deadline of September 20, 2017 be extended for a six (6) month period, to expire on March 22, 2018, during which time the Redeveloper will meet with professionals to review and create a master plan for the campus needed for the Schedule B, and devise a plan and timeline that will bring more clarity for benchmark dates needed in the Schedule C; and

WHEREAS, the parties have agreed that no later than March 19, 2018, the Redeveloper shall submit to the Agency and receive Board approval for a Seventh Amendment to the Redevelopment Agreement which shall set forth a revised Schedule B (project description), which shall be in accordance with the Redevelopment Plan, and Schedule C (construction timeline); and

WHEREAS, should the Redeveloper fail to submit a Seventh Amendment or should the Board of Commissioners fail to approve a Seventh Amendment as set forth herein, by March 22, 2018, that event shall constitute a default of the Agreement, and the terms that existed in the original Agreement and as amended by the First, Second, Third, Fourth and Fifth Amendments shall remain in full force and effect. No additional extensions will be granted if the redeveloper fails to act in good faith.

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

- 1) the above recitations are incorporated herein as if set forth at length; and
- 2) approval of the Sixth Amendment to the existing Redevelopment Agreement with Barnabas Health, LLC and authorization to execute such Amendment is hereby granted; and
- 4) The Executive Director is hereby authorized to execute any and all documents and take any and all actions necessary to effectuate the terms of this Resolution; and
- 5) The Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this resolution subject to the review of Agency Counsel.

Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of September 19, 2017.

REC	CORD OF CO	MMISSION	ERS VOTE	
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown				
Douglas Carlucci				
Evelyn Farmer	V			
Erma D. Greene	1			
Rolando R. Lavarro, Jr.				1
Daniel Rivera				
Darwin R. Ona				V

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY CORRECTING RESOLUTION NO. 17-08-9 AWARDING CONTRACT NUMBER 17-08-BD6 TO RE: FOCUS PARTNERS, LLC AS EXTRAORDINARY UNSPECIFIABLE SERVICES IN THE GRAND JERSEY REDEVELOPMENT AREA

WHEREAS, at its meeting of August 15, 2017 the Board of Commissioners of the Jersey City Redevelopment Agency authorized the execution of Contract No. 17-08-BD6 with RE: Focus Partners; and

WHEREAS, a clerical error was discovered in resolution 17-08-9 awarding the contract as Professional Services; and

WHEREAS, the said scope of services are of a specialized and qualitative nature requiring expertise, extensive training, and proven reputation in the field of endeavor as to come within the purview of N.J.S.A. 40A:11-5(1)(a)(ii) as being a contract for rendition of Extraordinary Unspecifiable Services that do not require public bidding as certified to in the annexed declaration; and

WHEREAS, the Board of Commissioners wishes to correct the approval of the contract to reflect that it is awarded as Extraordinary Unspecifiable Services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency, contract No. 17-08-BD6 with RE: Focus Partners, LLC in an amount not to exceed \$80,000 be corrected to reflect it is a Unspecifiable Services contract awarded in accordance with N.J.S.A. 40A:11-5(1)(a)(ii)

			C.
Resolution	No.	17-09-	7

BE IT FURTHER RESOLVED that the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to carry out the purposes of this Resolution subject to the review and approval of the Agency's General Counsel.

SECRETARY

Certified to be true and correct copy of a Resolution of the Board of Commissione's of the Jersey City Redevelopment Agency adopted at their Regular Meeting of September 19, 2017.

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	NAY	<u>ABSTAIN</u>	ABSENT
Donald R. Brown	I			
Douglas Carlucci	/			
Evelyn Farmer	1			
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.				/
Daniel Rivera	/			
Darwin R. Ona				/

STANDARD CERTIFICATION DECLARATION FOR AN EXTRAORDINARY UNSPECIFIABLE SERVICE

TO: Members of the Governing Body

FROM: Benjamin Delisle DATE: 08/29/2017

SUBJECT: This is a contract for re:focus partners, LLC

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

Firm: re:focus partners, LLC

Cost: \$80,000

Duration: ONE (1) YEAR

Purpose: To conduct coastal surge design services utilizing financial catastrophe modeling for projects in

The Grand Jersey Redevelopment Area.

This is to request an award of a contract without the receipt of formal bids as an Extraordinary Unspecifiable Service [N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b)]. I do hereby certify to the following:

- 1. Provide a clear description of the nature of the work to be done. See "Purpose" above
- 2. Describe in detail why the contract meets the provisions of the statute and rules:

The scope of services requires the provider in part to serve as a specialist in the analysis of coastal design for the Agency. The provider's proven track record in this specified field is a critical factor to the Agency. Their partner, RMS, is a global leader in using storm/disaster models and predicting economic/financial losses. This work will be used to guide the future redevelopment of the area, as well as be a starting point for financing storm surge barriers in the area. The services are best described as a niche market, specialized and qualitative in nature requiring expertise, extensive training and proven reputation in the field as to come within the purview of N.J.S.A. 40A:11-5(1)(a)(ii), a contract for rendition of extraordinary unspecifiable services.

- 3. The service(s) is of such a specialized and qualitative nature that the performance of the service(s) cannot be reasonably described by written specifications because: See response to #2
- 4. Describe the informal solicitation of quotations:

Proposal received August 7, 2017

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,

Director of Development

Title

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A SETTLEMENT WITH G & S INVESTORS, INC. FOR REPAYMENT OF FUNDS DUE THE AGENCY FOR WORK PREVIOUSLY CONDUCTED AT THE INTERSECTION OF SECOND AND WASHINGTON STREET IN THE HARSIMUS COVE STATION REDEVELOPMENT AREA

WHEREAS, beginning in 1993, the City of Jersey City determined it necessary to undertake improvements at Second Street between Marin Boulevard and Washington Boulevard in the Harsimus Cove Station Redevelopment Area (former Hudson Exchange Redevelopment Area) to facilitate traffic circulation in the area; and

WHEREAS, in order to provide for the efficient and coordinated improvement and reconstruction of Second Street between Marin Boulevard and across a portion of Washington Boulevard it became necessary for the Agency to, and on behalf of the City, administer and implement said improvements as part of the redevelopment project area; and

WHEREAS, pursuant to City Resolution 96-111, adopted February 14, 1996, the cost of the improvements were to be borne by the City of Jersey City, National Bulk Carriers and G & S Investors; and

WHEREAS, City Resolution 96-111 also authorized an Interagency Cooperation Agreement ("Agreement") between the Agency and the City of Jersey City, National Bulk Carriers and G & S Investors allowing for the Agency to implement the improvements, which was executed on or about March 19, 1996; and

WHEREAS, the amount of the contribution of funding costs to be borne by the City of Jersey City, National Bulk Carriers and G & S Investors for improvements to Second Street was

further delineated in the Fourth Amendment to the Redevelopment Agreement between the Agency and National Bulk Carriers and G & S Investors, dated January 28, 1997, and the Seventh Amendment to the Redevelopment Agreement, dated March 16, 1999, allocating a contribution obligation to G & S Investors of \$202,241.00 for the improvement and reconstruction of Second Street; and

WHEREAS, City Ordinance McC-129 required G & S Investors to pay \$440,000.00 in installments over 17 years for improvements to Washington Boulevard, which sum may have later been reduced by a prepayment received; and

WHEREAS, the Interagency Cooperation Agreement also required the transfer of monies to fund the project from the City, in combination with funds to be provided by National Bulk Carriers, Inc. and G & S Investors as part of their obligation under the Redevelopment Agreement with the Agency, to be paid directly to the Agency in order to complete the project; and

WHEREAS, Second Street between Marin Boulevard and Washington Boulevard in the Harsimus Cove Station Redevelopment Area (former Hudson Exchange Redevelopment Area) have been improved and reconstructed to facilitate traffic circulation in the area; and

WHEREAS, it appears from the record that there is a lack of evidence substantiating whether G & S Investors completed making their entire contribution to the Agency; and

WHEREAS, in order to resolve the issue of satisfaction of their obligation, G & S Investors has agreed to pay the Agency the negotiated sum of \$140,000.00; and

WHEREAS, the approval of said negotiated sum and execution of any necessary documents is conditioned upon the payment of \$140,000.00 by G & S Investors.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey

City Redevelopment Agency that: 1) the above recitals are incorporated herein as if set forth at

length; 2) approval to execute any documents necessary to complete the settlement and carry out the action noted therein is hereby granted; and 3) the amount of \$140,000.00 is deemed a fair and equitable payment to absolve G & S Investors of its obligation to pay its fair share of improvements constructed adjacent to his project.

BE IT FURTHER RESOLVED, that the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this Resolution subject to the review and approval of the Agency's General Counsel.

Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of September 19, 2017.

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	AYE	NAY	<u>ABSTAIN</u>	ABSENT
Donald R. Brown	1			
Douglas Carlucci	V			
Evelyn Farmer	1			
Erma D. Greene	√			
Rolando R. Lavarro, Jr.				/
Daniel Rivera	1			
Darwin R. Ona				V

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE AGENCY TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH HUDSON COUNTY COMMUNITY COLLEGE FOR THE TRANSFER OF PROPERTY COMMONLY KNOWN AS 84 SIP AVENUE/25 JOURNAL SQUARE, A/K/A 25 PATHSIDE IN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

WHEREAS, 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 Local Redevelopment and Housing Law, as amended and supplemented, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law") with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, in accordance with the criteria set forth in the Redevelopment Law, the City designated certain portions of the Journal Square area as redevelopment area (the "Redevelopment Area"); and

WHEREAS, in accordance with the Redevelopment Law, the City first adopted the Journal Square 2060 Redevelopment Plan on August 25, 2010 via the adoption of Ordinance 10-103 (as amended and supplemented from time to time, the "Redevelopment Plan"); and

WHEREAS, the property known as 25 Pathside, being Lot 22, Block 9501 (formerly Lot 27.C, Block 1866), (the "Property") is within the Redevelopment Area and is subject to the Redevelopment Plan; and

WHEREAS, in furtherance of the Agency's responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City, and in furtherance of the Journal Square 2060 Redevelopment Plan, the Agency wishes to purchase the Property from the Hudson County Community College (the "HCCC"); and

WHEREAS, the HCCC and the Agency desire to enter into a Purchase and Sale Agreement, the form of which is attached hereto as Exhibit A, (the "Agreement"), for the Agency to purchase the Property for the sum of Nine Million Dollars (\$9,000,000.00), contingent, in part, upon the Agency bonding for the sum of Ten Million Dollar (\$10,000,000.00); and

WHEREAS, the Agency desires to approve the Agreement, authorize the execution thereof, and authorize certain other actions and determinations in connection therewith.

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

I. **GENERAL**

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

II. <u>AUTHORIZATION</u>

- (a) The Agency hereby approves the Agreement, substantially in the form attached hereto as Exhibit A, together with any changes, insertions and omissions thereto as the Executive Director, after consultation with counsel to the Agency, deem in their collective discretion to be necessary or desirable for the execution thereof.
- (b) The Agency authorizes Executive Director to execute and deliver the Agreement, and any other necessary documents and/or agreements, between the HCCC and the Agency together with such additions, deletions and modifications as are necessary and desirable in consultation with counsel to the Agency to effectuate same, to close on the purchase of the Property. Said authorization includes accepting the deed and any and all associated documents from HCCC, and the execution and delivery of any documents by the Agency, required to effectuate said purchase.
- (c) The Chairman, Vice Chairman, Executive Director, Secretary and other necessary Agency Officials and professionals are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby and in the Agreement, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, counsel to the Agency, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.
- (d) 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.

III. SEVERABILITY

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.

IV. AVAILABILITY OF THE RESOLUTION

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

V. **EFFECTIVE DATE**

This Resolution shall take effect immediately.

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Board of Commissioners of the Jersey City Redevelopment Agency, at its meeting held on September 19, 2017 by the following vote:

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	/			
Douglas Carlucci	✓			
Evelyn Farmer	√			
Erma D. Greene	1			_
Rolando R. Lavarro, Jr.	_			√
Daniel Rivera				
Darwin R. Ona				√

David P. Donnelly, Secretary

EXHIBIT APurchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

ARTICLE ONE: BASIC TERMS

This Article One contains the Basic Terms of this Purchase and Sale Agreement (this "Agreement") between the Buyer and Seller named below. Other Articles, Sections and Paragraphs of this Agreement referred to in this Article One explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

Effective Date:

September 20, 2017

Seller:

Hudson County Community College ("HCCC")

Seller's Address:

70 Sip Avenue

Jersey City, New Jersey 07306

Buyer:

Jersey City Redevelopment Agency ("JCRA")

Buyer's Address:

66 York Street

Jersey City, New Jersey 07302

Property:

That certain Land commonly known as 84 Sip Avenue/25 Journal Square, a/k/a 25 Pathside, Jersey City, New Jersey, being Lot 22, Block 9501 (formerly Lot 27.C, Block 1866) in the City of Jersey City, Hudson County, New Jersey, as more fully described in Exhibit A together with all rights and interests appurtenant thereto, including, without limitation, all right, title, and interest of Seller in and to adjacent streets, roads, alleys, and rights of way, any water and mineral rights, development rights, air rights, easements and rights-of-way, together with any buildings and other improvements located on or affixed to the Land. The Land is presently improved by an approximately 55,200 square foot building (including approximately

5,000 square feet of finished basement area).

Purchase Price:

Nine Million Dollars (\$9,000,000.00)

Deposit:

Four Hundred Thousand Dollars (\$400,000.00)

Closing Date:

Ten (10) business days after Bond Proceeds are received by Buyer. It is anticipated that the Closing will occur before January 1, 2018.

Bond Contingency:

Ten Million Dollar (\$10,000,000.00) par value Bond

Seller's Attorney:

John J. Curley, Esq. John J. Curley LLC

Harborside Financial Center

1202 Plaza 10

Jersey City, New Jersey 07311

Buyer's Attorney:

Karl P. Kemm, Esq.

McManimon, Scotland & Baumann, LLC

75 Livingston Avenue

Roseland, New Jersey 07068

Escrow Holder

John J. Curley, Esq. John J. Curley LLC

for Deposit:

Harborside Financial Center

1202 Plaza 10

Jersey City, New Jersey 07311

Brokers:

Not Applicable

Title Insurance Company:

Hudson Realty Abstract

659 Newark Ave.

Jersey City, N.J. 07306

Exhibits:

Exhibit A - Land Description

ARTICLE TWO: PURCHASE OF PROPERTY

<u>Section 2.01.</u> Seller hereby agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller the Property, subject to the terms and conditions contained herein.

ARTICLE THREE: PAYMENT OF PURCHASE PRICE

<u>Section 3.01.</u> The Purchase Price for the Property shall be payable as follows:

- (a) On the Effective Date, Buyer shall deposit with Escrow Holder, at Escrow Holder's Office, by check or by wire transfer, funds in the amount of the Deposit as a deposit on account of the Purchase Price. The Deposit shall be held by the Escrow Holder in a non-interest bearing account. Except as otherwise provided in this Agreement, including but not limited to Sections 12.02 and 12.03, the Deposit shall be paid over by Escrow Holder (i) to Seller at Closing, as hereinafter defined; (ii) to Buyer upon either a permitted termination of this Agreement as provided herein or upon the demand of Buyer upon Seller's default hereunder; or (iii) to Seller, upon the demand of Seller, upon Buyer's default hereunder.
- (b) On the Closing Date, Buyer shall pay to Seller the Purchase Price, less a credit for the Deposit, which shall be payable in immediately available funds.

ARTICLE FOUR: BONDING CONTINGENCY

Section 4.01. The Parties recognize that the Buyer will be issuing bonds to fund the Purchase Price and related costs of the project (the "Bond Proceeds"), and that the authorization, approval (including but not limited to the Local Finance Board and/or the City of Jersey City), and issuance of such bonds and/or bond anticipation notes on commercially reasonable terms and conditions (the "Bonds") shall be a pre-condition to Closing (the "Bond Contingency"). The Buyer agrees to diligently undertake the processes and procedures required to have the Bonds authorized, approved and issued. The Buyer will keep the Seller reasonably advised of the progress of the same and an estimated closing date for the Bonds and to close on this sale. If the Buyer is unable to obtain the Bonds, this Agreement shall become void and of no further effect, the Deposit shall immediately be returned to Buyer, and neither party shall have any further obligations of any nature to the other hereunder or by reason hereof. In the event the Bonds are not issued within one hundred eighty (180) days of the Effective Date, either party may at any time thereafter terminate this Agreement upon written notice to the other party. If the Agreement is terminated as aforesaid, this Agreement shall become void and of no further effect, the Deposit shall immediately be returned to Buyer, and neither party shall have any further obligations of any nature to the other hereunder or by reason hereof.

Section 4.02. Seller shall provide notice to the Buyer of the receipt of the Bond Proceeds within three (3) business days of their receipt. Such notice shall also establish a Closing Date which shall be within ten (10) business days of the receipt of the Bond Proceeds. In the event the Closing does not occur within said ten (10) business days, this Agreement shall automatically terminate and shall be null and void and of no further effect, the Deposit shall immediately be returned to Buyer, and neither party shall have any further obligations of any nature to the other hereunder or by reason hereof. Notwithstanding the provisions of this Section 4.02, Seller shall retain the right, in Seller's sole and absolute discretion, to extend the Closing Date.

ARTICLE FIVE: TITLE TO PROPERTY

Section 5.01. At Closing, Seller shall convey to Buyer by bargain and sale deed, with covenants against grantor's acts, good and marketable title in fee simple to the Property, insurable at regular rates by a title insurance company licensed to do business in the State of New Jersey, subject to the following liens, easements, restrictions, conditions or other encumbrances (hereinafter referred to as the "Permitted Encumbrances"):

- (a) General real estate taxes for the year of Closing which are not yet due and payable (subject to adjustment provided in Section 6.04);
- (b) Zoning regulations and municipal building restrictions, and all other laws, ordinances, regulations and restrictions of any duly constituted public authority enacted prior to the Closing Date;

- (c) Such state of facts as an accurate survey or a physical inspection of the Property may disclose;
- (d) Other covenants, easements and restrictions which do not materially and adversely affect the use of the Property as permitted by zoning and related ordinances and laws on the date hereof, as well as grants to utility and/or power companies, the rights of the public in sidewalks and abutting public rights-of-way, and easements given to the public for water course maintenance, slope rights or sight rights;
- (e) Standard exceptions set forth in the form of title insurance policy of the title insurance company selected by Buyer;
- (f) Temporary or permanent easements or agreements therefor granted or entered into by Seller for the benefit of Lot 23, Block 9501, Jersey City, New Jersey, presently owned by One Journal Square Tower North Urban Renewal Company, LLC, One Journal Square Tower South Urban Renewal Company, LLC, One Journal Square Partners Renewal Company, LLC and One Journal Square Condominium Association, Inc.
- (g) Easement Agreement, dated June 15, 1977, from Public Service Electric and Gas Company to The Port Authority Trans-Hudson Corporation regarding sidewalks, etc., recorded in Deed Book 3235 at page 437.
- (h) Any other matter which would constitute a Title Objection (as hereinafter defined) that Buyer waives pursuant to the following subsections; Buyer's waiver is not required if the Title Insurance Company agrees (either at normal rates to be paid by Buyer or at a special rate to be paid by Seller) that it will insure title free of such Title Objection or with affirmative insurance against the enforcement of such Objection against the Property.

Section 5.02. Buyer covenants and agrees to promptly obtain a commitment for title insurance (the "Commitment") from the Title Insurance Company, and shall deliver to Seller within thirty (30) days of the Effective Date a copy of the Commitment. In the event the Title Insurance Company shall report to Buyer any objections to title other than the Permitted Encumbrances which is unacceptable to Buyer ("Title Objection"), Buyer shall notify Seller of any such Title Objection at the time of Buyer's delivery of a copy of the Commitment to Seller.

Section 5.03. If Buyer notifies Seller, as herein provided, of a Title Objection, Seller shall elect, upon delivery of written notice to Buyer within ten (10) business days after receipt of notification from Buyer of a Title Objection, whether to cure such Title Objection. Seller shall have the right, at its sole election, to adjourn the Closing Date one or more times, for a period or periods not in excess of sixty (60) days in the aggregate, to enable Seller to convey title to the Property without such Title Objection. If Seller does not so elect to cure such Title Objection, or if having elected to cure such Title Objection Seller is unable to convey title subject to and in accordance with the provisions of this Agreement, Buyer may either (i) terminate this Agreement by written notice to the Seller on or after the latter of the Closing Date or any adjournment by Seller, in which event this

Agreement shall become void and of no further effect, the Deposit shall immediately be returned to Buyer, and neither party shall have any further obligations of any nature to the other hereunder or by reason hereof, or (ii) upon notice to Seller, accept such title as Seller can convey without reduction of the Purchase Price or any credit or allowance on account thereof.

<u>Section 5.04.</u> If at the Closing Date there may be any liens or mortgages which Seller has agreed to discharge, Seller may use all or any portion of the Purchase Price payable at the Closing to satisfy the same.

ARTICLE SIX: CLOSING

Section 6.01. On the Closing Date, all matters to be performed under this Agreement incident to the conveyance of the Property and the payment of the Purchase Price (collectively, the "Closing") shall be performed concurrently at the offices of Buyer's Attorney. The Closing shall commence on the Closing Date at 10:00 a.m. All documents to be delivered at the Closing and all payments to be made shall be delivered on the Closing Date.

Section 6.02. On the Closing Date, Seller shall deliver or cause to be delivered at the Closing the following documents:

- (a) a Bargain and Sale Deed with covenant against grantor's acts in proper recordable form;
- (b) a sworn Seller's affidavit of title in standard form;
- (c) a certified resolution of the Seller approving the sale to Buyer and Seller's execution of the closing documents;
- (d) a non-foreign certification pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended;
- (e) a Bill of Sale for personalty, if any, executed by Seller;
- (f) evidence of payment as of the Closing Date of all utility bills;
- (g) the bill for current real estate taxes, if available, and proof of payment through the last payment date;
- (h) such documentation as may be reasonably required by The Title Insurance Company to confirm the authority of Seller to consummate the transaction contemplated hereunder;
- (i) IRS Form 1099 executed by Seller;
- (i) a title closing statement executed by Seller.

Section 6.03. On the Closing Date, Buyer shall pay to Seller at the Closing the total Purchase Price, less a credit for the Deposit, for the Property (plus any additional funds necessary to pay Buyer's share of closing costs and prorations, as hereinafter set forth) with immediately available funds. Buyer shall also provide Seller with a certified resolution of the Buyer approving the purchase of the Property by Buyer and Buyer's execution of the closing documents. Seller shall also provide Buyer with a certified resolution of the Seller approving the sale of the Property by Seller and Seller's execution of the closing documents

<u>Section 6.04.</u> At the Closing, closing costs shall be paid and prorations made as follows:

- (a) Buyer and Seller shall each pay its own attorneys' fees and costs and expenses of its professionals or other consultants. Buyer shall pay all other recording costs and any costs for survey and any title insurance coverage desired by Buyer.
- (b) Seller shall pay the New Jersey Realty Transfer Tax; and Buyer shall pay the "Mansion Tax" (N.J.S.A. 46:15-7.2), if applicable.
- (c) All prorations shall be made as of 12:01 a.m. on the Closing Date, so that for purposes of prorations, Buyer shall be deemed in ownership of the Property throughout such day. The following adjustments and payments shall be made at Closing:
 - (i) real property taxes;
 - (ii) water and sewer charges.

Apportionment of real property taxes shall be made on the basis of the fiscal year for which assessed. If the Closing Date shall occur before the actual final tax bill for the current year is issued, the apportionment of taxes shall be made at closing on the basis of the tax rate for the preceding year applied to the latest assessed valuation, and a final reconciliation of real property taxes for the current year shall be made after closing between the parties within thirty (30) days of receipt of the final tax bill. Unless otherwise specified herein, all matters shall be prorated on an accrual basis. Any matters whose proration is not specifically covered in this section shall be prorated in accordance with customary procedure in the county where the Property is located.

- (d) If, after the Closing Date, the parties discover any errors in adjustments and apportionments, same shall be corrected as soon after their discovery as possible. The provisions of this Section 6.04(d) shall survive the Closing, except that no adjustments shall be made later than ninety (90) days after the Closing Date, unless prior to such date the party seeking the adjustment shall have delivered a written notice to the other specifying the nature and basis for such claim.
- (e) If, on the Closing Date, the Property or any part thereof shall be or shall have been affected by assessments which are payable in annual installments for local

improvements completed or in progress as of the date of this Agreement, then for the purposes of this Agreement all such assessments, including the balance of the unpaid installments of any such assessments, including those which are to become due and payable after the Closing Date, shall be deemed to be due and payable and to be liens upon the Property affected thereby and shall be paid and discharged by Seller on the Closing Date.

ARTICLE SEVEN: RISK OF LOSS

Section 7.01. The risk of loss or damage to the Property by fire or otherwise until the delivery of the Deed is assumed by Seller. In case the Property shall suffer injury by fire or other casualty, the Buyer shall have the option of: (i) terminating this Agreement in which case the Deposit shall be returned to the Seller and the and the Parties shall have no further liabilities to each other under this Agreement except those that survive termination, or (ii) allowing this Agreement shall nevertheless remain in full force and effect, without any abatement whatsoever allowed to Buyer with respect to the Purchase Price provided Seller has maintained adequate fire and hazard insurance coverage for the full replacement value of the building and other improvements. In the event of such injury, Seller shall refrain from repairing any such damage and Buyer shall accept title in such damaged condition, and Seller shall assign and transfer to Buyer, without recourse or warranty, all of the right, title and interest of Seller in and to the insurance proceeds covering such damage or casualty which Seller may be entitled to receive thereunder.

ARTICLE EIGHT: CONDEMNATION

Section 8.01. If between the Effective Date and the Closing Date, all or any portion of the Property is taken by any governmental authority (or notice thereof is given of the intention to take the Property or any portion thereof), Seller shall give Buyer written notice thereof within five (5) business days of such taking (or notice thereof received by Seller). Buyer may then, at Buyer's option, terminate this Agreement within thirty (30) days of Buyer's receipt of Seller's written notice thereof, by delivery to Seller of its election to terminate. In the event of a termination of this Agreement in accordance with this Section 8.01, the Deposit shall be returned to Buyer by the Escrow Holder and this Agreement shall terminate and be null and void. If this Agreement is not terminated as aforesaid, at the Closing, Seller shall assign to Buyer, without recourse, all of its right, title and interest in and to the entire award to which it may otherwise be entitled in the condemnation proceedings and shall pay to Buyer at the Closing any portion of the award theretofore received by Seller.

ARTICLE NINE: BULK SALES PROVISION

[NOT APPLICABLE/INTENTIONALLY OMITTED]

ARTICLE TEN: CONDITION OF PROPERTY

Section 10.01. Buyer acknowledges and agrees that, except as expressly set forth herein, Seller has made no representations or warranties, either express or implied, regarding the Property, including, without limitation, its condition, its past use, or its suitability for Buyer's intended use thereof, and that Buyer is acquiring the Property on an "AS IS" basis. Neither Seller nor Seller's agents has made any express statement, representation or warranty accepting past, present, or future liability arising out of or related to the environmental condition or value of the Property.

ARTICLE ELEVEN: BROKERS

Section 11.01. Buyer warrants and represents to Seller that it has not dealt with any broker or other intermediary with respect to the sale of the Property in any manner which would create a right to a fee or commission; Buyer agrees to indemnify and hold the Seller harmless with respect to any judgment, damages, legal fees, court costs and any liabilities of any nature whatsoever arising from breach of these representations. This paragraph shall survive the closing of title and delivery of the Deed.

Section 11.02. Seller warrants and represents to Buyer that it has not dealt with any broker or other intermediary with respect to the sale of the Property in any manner which would create a right to a fee or commission; Seller agrees to indemnify and hold the Buyer harmless with respect to any judgment, damages, legal fees, court costs and any liabilities of any nature whatsoever arising from breach of these representations. This paragraph shall survive the closing of title and delivery of the Deed.

ARTICLE TWELVE: ESCROW PROVISIONS

Section 12.01. Escrow Holder shall not be liable to any party for any act or omission except for bad faith or gross negligence, and the parties agree to indemnify Escrow Holder and hold Escrow Holder harmless from any claims damages, losses or expenses arising in connection herewith. The parties acknowledge that Escrow Holder is acting solely as a stakeholder for their convenience. Escrow Holder shall not be required to defend any legal proceedings which may be instituted against it with respect to the escrowed funds, the Property or the subject matter of this Agreement unless requested to do so by Seller and Buyer and indemnified to its satisfaction against the cost and expense of such defense. Escrow Holder shall not be required to institute legal action or proceedings of any kind or nature and shall have no responsibility for the genuineness or validity of any document or other item deposited with it or the collectability of any check delivered in connection with this Agreement. Escrow Holder shall be fully protected in acting in accordance with any written instructions given to it hereunder and believed by it to be signed by the proper parties.

Section 12.02. Upon receipt of a written notice from either party to disburse the Deposit, Escrow Holder shall give ten (10) days' notice to both parties before delivering the Deposit to any party (except at Closing) and shall release the Deposit upon the expiration of said ten (10) day period, provided neither party has delivered notice to Escrow Holder in accordance with this Section

prior to expiration of said period.

Section 12.03. In the event Escrow Holder receives written notice of an objection to the release of the Deposit, Escrow Holder shall not release or deliver the Deposit to either party but shall either continue to hold the Deposit until otherwise directed in a writing signed by Buyer and Seller, or by order of a court of competent jurisdiction, or shall deposit the Deposit with the clerk of any court of competent jurisdiction in the State of New Jersey. Upon such deposit, Escrow Holder will be released from all duties and responsibilities hereunder.

ARTICLE THIRTEEN: RECORDING

Section 13.01. Neither this Agreement, nor a memorandum thereof, shall be recorded in any place of public record by the Buyer, and any such recording shall be deemed a default by Buyer hereunder; except that Buyer may record a Notice of Settlement.

ARTICLE FOURTEEN: NOTICE

Section 14.01. All notices, requests, consents, approvals or other communications under this Agreement shall be in writing and mailed by U.S. Registered or Certified mail, Return Receipt Requested, postage prepaid, sent by a recognized overnight delivery service, or by telecopy addressed (a) if to Seller, at Seller's Address, with a copy to Seller's Attorney, and (b) if to Buyer, at Buyer's Address, with a copy to Buyer's Attorney, or at such other address as either party shall designate by giving notice thereof to the other party in the manner above provided. Any notices under this Agreement shall be deemed to be given three (3) days after the same shall be deposited in the mail or upon actual delivery by the delivery service.

ARTICLE FIFTEEN: ACCESS; RESTORATION OF THE PROPERTY

Section 15.01. Buyer and Buyer's agents, employees, representatives and contractors shall have the right to enter the Property at any reasonable time for the purpose of inspecting the Property or making surveys. Buyer shall give reasonable notice to Seller of any proposed entries onto the Property. Seller shall have the right to require, prior to Buyer's entry onto the Property, that Buyer supply Seller with evidence of insurance in form and amount that shall be reasonably satisfactory to Seller. Buyer agrees that any such entry shall not unreasonably interfere with the use of the Property by Seller or any tenants. In the event Buyer shall conduct any testing on the Property, Buyer shall immediately restore the Property to its condition prior to Buyer's activities. Buyer shall indemnify and hold Seller harmless from and against any cost, loss or damage to property and/or injuries or death to persons by reason of its entry onto the Property and any work or testing thereon. Notwithstanding any provision of this Agreement to the contrary, Buyer and Seller hereby agree that Buyer's restoration obligations and indemnification as set forth in this Section 15.01 shall survive the termination of this Agreement, provided that the Seller provides Buyer with notice of any necessary and/or deficient restoration within thirty (30) days of the date of termination.

ARTICLE SIXTEEN: DUE DILIGENCE

Section 16.01. Buyer shall have sixty (60) days from the Effective Date to conduct an investigation of the Property ("Due Diligence Period") which may include: examination of any and all documentation with respect to the Property, conduct tests to determine the presence or absence of hazardous wastes, asbestos, radon and other similar materials and substances, determine the compliance of the Property with all applicable laws, rules, codes and regulations, conduct engineering inspections, test borings, soil tests, groundwater tests, and such site evaluations as Buyer may desire including studies, evaluations and testing to establish an "innocent purchaser" status under applicable environmental laws and regulations. Buyer may terminate this Agreement upon written notice to the Seller prior to the expiration of the Due Diligence Period for any reason whatsoever (including for no reason). In such case, the Deposit shall be returned to Buyer, and (except as otherwise specifically provided in this Agreement), neither Seller nor Buyer shall have any further rights, claims or obligations under this Agreement. All investigations and other activities conducted by or on behalf of Buyer in accordance with this Section shall be at Buyer's sole cost and expense. Buyer acknowledges that Seller has provided Buyer with (i) an HCCC Appraisal Report, dated April 4, 2016 and (ii) an Architectural Needs Assessment Report, dated March 4, 2008.

ARTICLE SEVENTEEN: DEFAULT

Section 17.01. In the event Buyer should default in its obligations under this Agreement, the Escrow Holder shall, subject to Sections 12.02 and 12.03, deliver the Deposit to Seller who shall retain the Deposit as full and complete liquidated damages and not as a penalty (since the parties agree that if Buyer defaults the actual damages which Seller will suffer will be difficult, if not impossible, to determine with precision), and Seller shall have no further recourse or remedy against Buyer.

Section 17.02. In the event Seller should default in its obligations under this Agreement, Buyer's sole and exclusive remedy shall be to terminate this Agreement within thirty (30) days of the Closing Date, receive the return of the Deposit and Seller shall pay Buyer's costs expended for a title commitment and survey.

ARTICLE EIGHTEEN: REPRESENTATIONS BY SELLER

Section 18.01. Seller represents that the Property is owned beneficially and of record by the Seller.

Section 18.02. Seller represents that there are no leases, no licenses, or other agreements allowing anyone to use or occupy the Property EXCEPT for temporary or permanent easements or agreements therefor granted or entered into by Seller for the benefit of Lot 23, Block 9501, Jersey City, New Jersey, presently owned by One Journal Square Tower North Urban Renewal Company, LLC, One Journal Square Tower South Urban Renewal Company, LLC, One Journal Square

Partners Renewal Company, LLC and One Journal Square Condominium Association, Inc.

<u>Section 18.03.</u> Seller's representations and warranties set forth above or otherwise contained in this Agreement shall be true and correct as of the date hereof and the Closing Date.

ARTICLE NINETEEN: NO ASSIGNMENT

Section 19.01. Buyer shall have no right or authority to assign or transfer this Agreement without Seller's written consent, which may be withheld in Seller's absolute discretion.

ARTICLE TWENTY: MISCELLANEOUS

Section 20.01. This Agreement supersedes all prior discussions and agreements between Seller and Buyer with respect to the Property, and contains the sole and entire understanding between Seller and Buyer with respect to the Property. All promises, inducements, offers, letters of intent, solicitations, agreements, commitments, representations and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of each of the parties to this Agreement.

<u>Section 20.02.</u> All captions, headings, article, section, paragraph and subparagraph numbers and letters and other reference numbers or letters are solely for the purposes of facilitating reference to this Agreement and shall not supplement, limit or otherwise vary in any respect the text of this Agreement.

<u>Section 20.03.</u> All references to articles, sections, paragraphs or subparagraphs shall be deemed to refer to the appropriate article, section, paragraph or subparagraph of this Agreement. Unless otherwise specified in this Agreement, the terms "herein", "hereof", "hereunder" and other terms of like or similar import shall be deemed to refer to this Agreement as a whole and not to any particular article, section, paragraph or subparagraph hereof.

<u>Section 20.04.</u> This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all of which, taken together, shall constitute one and the same instrument as if all parties hereto had executed the same instrument; and any party or signatory hereto may execute this Agreement by signing any such counterpart.

Section 20.05. Any condition or right of termination, cancellation or rescission granted by this Agreement to Buyer or Seller may be waived by such party.

<u>Section 20.06.</u> Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those given by law.

Section 20.07. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

<u>Section 20.08.</u> If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended through the close of business on the next Business Day.

Section 20.09. At all times prior to the Closing, all information of a proprietary and confidential nature (including, without limitation, the economic and legal terms and provisions of this Agreement and the documents contemplated hereunder) obtained pursuant to this Agreement by any party hereto from the other parties hereto and the matters and provisions hereof shall be and remain confidential (subject to the requirements of law, or the necessity of divulging to third parties, including, without limitation, attorneys, accountants, engineers, architects, lenders and prospective investors, such information as either party may need to in order to perform its obligations hereunder.)

<u>Section 20.10.</u> This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Witness:	Seller: HUDSON COUNTY COMMUNITY COLLEGE			
	Ву			
	Name:			
	Title:			
Witness:	Buyer: JERSEY CITY REDEVELOPMENT AGENCY			
	Ву			
Name: Barbara Amato	Name: David P. Donnelly			
Secretary to the	Title: Executive Director			
Board of Commissioners				

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING COMMUNITY OUTREACH TEAM, INC. AS THE REDEVELOPER OF PROPERTY LOCATED AT 1 MLK DRIVE (BLOCK 27001, LOT 13), 11 MLK DRIVE/129 WARNER AVENUE (BLOCK 27001, LOT 9), 14 MLK DRIVE (BLOCK 27002, LOT 17), 15-19 MLK DRIVE (BLOCK 27001, LOT 12), 21 MLK DRIVE (BLOCK 27001, LOT 11), 131 WARNER AVENUE (BLOCK 27001, LOT 8), 30 MCADOO AVENUE (BLOCK 27002, LOT 14), AND 32 MCADOO AVENUE (BLOCK 27002, LOT 15) WITHIN THE JACKSON HILL REDEVELOPMENT AREA

WHEREAS, the City of Jersey City (the "City") designated the Jackson Hill Redevelopment Area as an area in need of redevelopment under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL"), and thereafter adopted the Jackson Hill Redevelopment Plan in order to establish the zoning requirements within this redevelopment area; and

WHEREAS, the property located at 1 MLK Drive, 11 MLK Drive/129 Warner Avenue, 14 MLK Drive, 15-19 MLK Drive, 21 MLK Drive, 131 Warner Avenue, 30 McAdoo Avenue, and 32 McAdoo Avenue, and identified on the City's official tax map as Block 27001, Lot 13; Block 27001, Lot 9; Block 27002, Lot 17; Block 27001, Lot 12; Block 27001, Lot 11; Block 27001, Lot 8; Block 27002, Lot 14; and Block 27002, Lot 15, respectively (the "Property") is located within the Jackson Hill Redevelopment Area and is governed by the Jackson Hill Redevelopment Plan (hereinafter, and as amended, the "Redevelopment Plan"); and

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") serves as the City's redevelopment agency under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL") and, in this capacity, is authorized to contract with redevelopers in order to arrange for the redevelopment of properties within designated redevelopment areas; and

WHEREAS, Community Outreach Team, Inc. is the owner of property located at 11 MLK Drive/129 Warner Avenue (Block 27001, Lot 9) and property located at 131 Warner Avenue (Block 27001, Lot 8); and

WHEREAS, property located at 1 MLK Drive (Block 27001, Lot 13), 30 McAdoo Avenue (Block 27002, Lot 14), and 32 McAdoo Avenue (Block 27002, Lot 15) is privately owned and is under contract to Community Outreach Team, Inc.; and

WHEREAS, property located at 14 MLK Drive (Block 27002, Lot 17), 15-19 MLK Drive (Block 27001, Lot 12), and 21 MLK Drive (Block 27001, Lot 11) is owned by Heavenly Temple Church and is under contract to Community Outreach Team, Inc.; and

WHEREAS, Community Outreach Team, Inc. has filed an application with the Agency proposing to redevelop the Property by constructing (i) 225 total units (a mix of studio, one, two, and three bedrooms, including 70 units of senior/age restricted housing, 70 units of affordable housing, and 85 market-rate units) with an estimated square footage of 229,666 square feet; (ii) a multi-purpose community center with an estimated square footage of 12,600 square feet; (iii) a

job/trade training center and gym with an estimated square footage of 11,320 square feet; (iv) a commercial/medical office space with an estimated square footage of 21,200 square feet; and (v) 223 parking spaces and with an estimated square footage of 44,100 square feet; and

WHEREAS, the Agency wishes to designate Community Outreach Team, Inc. as the redeveloper ("Redeveloper") of the Property for a period of up to one hundred twenty (120) days so that the Agency may attempt to negotiate and enter into a redevelopment agreement with Community Outreach Team, Inc. for the redevelopment of the Property; and

WHEREAS, the Redeveloper will comply with all requirements from a design and construction standpoint as indicated in the Jackson Hill Redevelopment Plan.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Jersey City Redevelopment Agency hereby designates Community Outreach Team, Inc. as the redeveloper of the Property for a period of up to one hundred twenty (120) days to allow the Agency time to attempt to negotiate and enter into a redevelopment agreement with Community Outreach Team, Inc. for the redevelopment of the Property; and

BE IT FURTHER RESOLVED that certified copies of this resolution shall be provided by the Board's secretary to Community Outreach Team, Inc.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of September 19th, 2017.

SECRETARŸ

RECORD OF COMMISSIONERS VOTE					
<u>NAME</u>	AYE	NAY	<u>ABSTAIN</u>	ABSENT	
Donald R. Brown	-				
Douglas Carlucci	✓				
Evelyn Farmer	1				
Erma D. Greene	√				
Rolando R. Lavarro, Jr.				✓	
Daniel Rivera	-				
Darwin R. Ona				V	

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY, 2009, SIGNED
BY SANITO C. DIDONATO, CTA AND
ASSIGNED SERIAL NUMBER 959 TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCHEFT ST. MOUNTS. NEW JERSEY
RICHARD A. MORALLE, P.E., P.L.S. SEE SHEET 271 T & M ASSOCIATES 11 TINDALL ROAD, MIDDLETOWN TOWNSHIP NEW JERSEY, 07748 SEE SHEET 282 AVENUE SEE SHEET 264 Community Otheral Team, Inc. DR. MARTIN LUTHER KING DRIVE Į. SEE SHEET 281 AVENUE CATOR MC ADOO ۲۰ BOULEVARD TERHUNE AVENUE KENNEDY SEE SHEEL 522 SEE SHEET 269

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE AWARD OF PROFESSIONAL SERVICES CONTRACT NUMBER 17-09-BD7 WITH PAUL COWIE AND ASSOCIATES FOR LICENSED PROFESSIONAL ARBORIST SERVICES FOR BERRY LANE PARK IN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law (N.J.S.A.40A:12A-1 et seq.) the Agency requires the services of a licensed professional consulting company from time to time; and

WHEREAS, the Agency has a need to acquire professional arborist services pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq.; and,

WHEREAS, the anticipated term of this contract is one (1) year and may be extended as approved by this governing body; and

WHEREAS, Paul Cowie and Associates submitted a proposal dated September 5, 2017; and

WHEREAS, Paul Cowie and Associates is a licensed arborist, uniquely qualified to provided arborist services based on their experience in large scale tree planting, diagnosing insect, disease, and site-related heath issues, developing treatment strategies, and preparing successful community forest management plans; and

WHEREAS, Paul Cowie and Associates has completed and submitted a Business Entity Disclosure Certification which certifies that Paul Cowie and Associates has not made any reportable contributions to a political candidate committee of the elected Commissioners of the Jersey City Redevelopment Agency in the previous one-year; and

WHEREAS, the contract will prohibit the firm of Paul Cowie and Associates from making any reportable contributions through the term of the contract; and

WHEREAS, Agency staff recommend a not to exceed contract amount of \$16,550 to provide the requisite arborist services; and

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) These services are professional services and exempt from public bidding.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency authorizes entering into contract no. 17-09-BD7 with Paul Cowie and Associates as described herein.

BE IT FURTHER RESOLVED that the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to carry out the purposes of this Resolution subject to the review and approval of the Agency's General Counsel.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the determination of value be placed on file with this Resolution.

BE IT FURTHER RESOLVED that notice of the award of this contract shall be published in a newspaper of general circulation in accordance with N.J.S.A. 40A:11-5(1)(a)(I).

SECRETARY

Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of September 19, 2017.

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	AYE	NAY	<u>ABSTAIN</u>	ABSENT
Donald R. Brown	1			
Douglas Carlucci	✓			
Evelyn Farmer	1			
Erma D. Greene	1		, <u>,</u> -	
Rolando R. Lavarro, Jr.				1
Daniel Rivera	1			
Darwin R. Ona			· · · · ·	✓



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a pcowie@paulcowreandassocrates.com

September 5, 2017

Mr. Benjamin Delisle Director of Development The Jersey City Redevelopment Agency 66 York Street Jersey City, NJ 07302

Re: Berry Lane Park

Proposal for Tree Rehabilitation Plan Development and Oversight

Dear Ben:

Thank you for the opportunity to assist on this project. Berry Lane Park is an outstanding addition to the City that will be even better once the trees are brought up to expectations. Of all the physical assets in the Park, the tree canopy is the only one that actually *appreciates* in monetary value and provides *increasing* benefits to the community as it grows and develops over time. Its ability to do so, however, is fully dependent upon the trees being properly planted and cared for during their initial 3 to 5-year establishment period.

As requested, the following outlines our proposal for a developing a rehabilitation plan to improve the condition and promote successful establishment of the recently planted shade and ornamental trees, a majority of which are in critically poor and deteriorating condition. As we saw during the walk-through inspection on August 18, many of the trees are already in an advanced state of decline. There are several primary issues (e.g. improper irrigation due to the Contractor's misunderstanding of the soil conditions) and many secondary insect and disease complexes that subsequently took advantage of the trees' severely weakened condition (e.g. boring insects and *Phytophthora* canker dealing a death-blow to the drought-stressed red oaks).

PC+A's development of the tree rehabilitation plan will carefully consider all the biotic and abiotic issues and their complex interactions. We will take an integrated approach to controlling both the critical secondary problems (e.g. borers) while simultaneously correcting the underlying problems that left the trees vulnerable (e.g. developing an improved irrigation and soil moisture monitoring plan).

Optionally, we are also available to assist in administering the plan, to help ensure its successful implementation.

Unfortunately, even with a perfect plan and rigorous implementation, successfully rehabilitating and establishing the existing trees will likely be a 3+ year process and JCRA should be prepared to lose some additional trees in the meantime. Deterioration in many of the trees' condition – including those that were not rejected as of August 18 – is severe and may be irreparable in some cases. Nevertheless, assuming that the Contractor and its insurance provider will not agree to replacing them all, it is my opinion that attempting to rehabilitate the remaining trees, and then replacing only those that do not respond to treatment after 3-years, is the most cost-effective approach.

Qualifications + Familiarity with Work

PC+A is fully qualified to complete this project and has extensive experience in large scale tree planting, diagnosing insect, disease, and site-related health issues, developing cost-efficient treatment strategies, and preparing successful community forest management plans.

Personnel

Paul Cowie, a New Jersey Licensed Tree Expert and International Society of Arboriculture Certified Arborist, will personally oversee completion of all aspects of this project.

Kieran Hunt, a New Jersey Licensed Tree Expert and International Society of Arboriculture Certified Arborist, currently working as PC+A's Urban Ecologist and Geomaticist, will assist in completing field work, when needed.

Work Standards

PC+A rigorously adheres to the professional, ethical, and continuing education standards of the New Jersey Board of Tree Experts and the International Society of Arboriculture.

All tree care recommendations made by PC+A conform to the standards of the American National Standards Institute (ANSI A300 Standard Practices for Tree, Shrub and Other Woody Plant Maintenance), the American Standard Safety Institute (ANSI Z133.1), and the New Jersey Pesticide Control Regulations (N.J.A.C. Title 7 Chapter 30), as applicable.

Insurance

PC+A is fully covered by general liability, professional liability and workers compensation insurance. Certificates of insurance are available upon request.

Scope of Work:

Tree Rehabilitation Plan Development

The Tree Rehabilitation Plan will apply to the approximately 487 shade, ornamental, and evergreen trees planted in all areas of the Park, including any replacements made by the Contractor in the future. While many of the trees were not rejected or designated for "salvage" during the August 18 walk-through inspection, it is PC+A's opinion that many of these too are in unacceptable and declining condition and require similar rehabilitation to ensure their long-term health.

The Tree Rehabilitation plan will not address shrubs, herbaceous annual and perennial plants, groundcovers, and turf.

Development of the Tree Rehabilitation Plan will involve the following tasks:

- Meeting with JCRA to review and develop understandings relating to various key components of the plan, such as
 potential budgets available for implementation, potential involvement of various stakeholders, desired format for
 deliverables, etc.
- Development of a computer-based tree inventory database or spreadsheet, keyed to a numbered planting plan, that will
 facilitate cost-efficient implementation of the plan by helping in-house or contracted personnel find individual trees
 requiring specific treatments in the field, allowing for the recording treatments made and evaluating their efficacy over
 time, and tracking improvement or deterioration in an individual tree's condition over time.
- 3. Conducting additional field investigations to fully understand the nature and spatial and quantitative extents of specific tree health issues. The initial diagnosis conducted by PC+A through Dresdner Robin in August was limited to concerns about certain species and the Contractor claimed a few additional issues during the August 18 site walk-through. While we are confident that our conclusions apply to a majority of the trees with problems, some additional time is required to ensure we capture them all.
- 4. Developing treatment goals, strategies, and specific guidelines and schedules, and compiling the results into a written implementation plan. The plan will address all treatments that deemed necessary to salvage and improve the tree planting including, but not necessarily limited to:
 - a. Detailed methods for routinely monitoring root ball and backfill soil moisture.

- b. Guidelines for irrigating trees during the rehabilitation and establishment period based on soil moisture monitoring results.
- c. Treatments and schedules for controlling existing opportunistic insect and disease infestations critical to short-term tree survival, such as borers, *Phytophthora* canker, and others.
- d. Preventive insect and disease monitoring and treatment based on integrated pest management (IPM) principles and covering known infestations, anticipated vulnerabilities, and potential concerns.
- e. Recommendations for correcting site-related issues identified in some areas, such as poorly-drained soil at the north perimeter.
- f. Recommendations for correcting planting deficiencies which, while they may not be affecting current tree health, are likely to negatively impact long-term service life expectancy, such as trees planted too deep.
- g. Recommendations for avoiding and/or correcting damage from certain cultural practices, such as weed-whacker damage to tree root collars.
- h. Tree pruning recommendations and schedules for improving tree health and appearance, as well as for encouraging the development of sound branch structure and sufficient hardscape clearance as they growth over time.
- Guidelines for monitoring soil nutrients and beneficial microorganisms, and for fertilization and soil amendments to address deficiencies noted.
- 5. Preparing a written report detailing PC+A's findings, opinions, and specific recommendations for improving tree health and ensuring successful post-planting establishment. The implementation portion of this report will be presented in a concise timeline format to ensure clarity and facilitate proper timing of the various treatment recommendations.

Scope of Work:

Tree Rehabilitation Oversight

As an optional service, PC+A is available to provide JCRA with expert oversight in implementing the Tree Rehabilitation Plan. This task would be on an ongoing basis and designed to help ensure that the plan is properly and fully implemented.

Specific tasks would include, but not necessarily be limited to:

- 1. Overseeing and tracking implementation the Tree Rehabilitation Plan to ensure that necessary treatments are completed in a timely fashion.
- 2. Providing onsite observation and inspection of replacement plantings by the Contractor to ensure that the existing problems are not repeated.
- 3. Providing periodic onsite monitoring of current and short and long-term trends in tree health.
- 4. Providing periodic spot-checking of subsurface soil moisture and root growth progress.
- 5. Conducting as-needed investigations and diagnoses of emerging new insect and disease infestations and site-related ills.
- 6. Amending the Tree Rehabilitation Plan as may be necessary to address changing or emerging new needs.
- 7. Preparing requests for proposals and specifications for obtaining quotes from appropriately qualified contractors.
- 8. Providing onsite observation and inspection of treatments completed by contractors, City staff, or volunteers to ensure that they are properly and fully implemented.
- 9. Reviewing and approving contractor invoices.
- 10. Providing training to City personnel and/or community volunteers that may be engaged to complete various treatments, such as tree watering, weeding, mulching, etc.
- 11. Preparing and submitting appropriate documentation.
- 12. Attending meetings, as needed.

Fees for proposed work:

1. **Tree Rehabilitation Plan Development:** Completion of all field work, tree inventory preparation, plan development, and submittals relating to preparation of a written plan to improve the condition of approximately 487 existing trees...

\$4,890.00 lump sum

 Tree Rehabilitation Oversight: Completion of all work described in #1 - #12 under Tree Rehabilitation Oversight above. Time estimate is on a per-year, not-to-exceed basis assuming one site inspection every 2-4 weeks (will vary depending upon seasonal activity), plus related office tasks, phone and e-mail correspondence, etc.:

Paul Cowie: 65 hours per year @ \$94.00/hr

Kieran Hunt: 65 hours @ \$80.00/hr

\$11,310.00 per-year, notto-exceed

Lab Testing Expense Allowance: Recommended annual allowance for laboratory soil
and plant tissue testing, if needed. Laboratory fees and sample shipping costs to be
invoiced to JCRA at cost...

\$350.00 not-to-exceed

PC+A will submit invoices to JCRA monthly for time spent during the previous month. Payments are due within 30 days of invoicing.

We look forward to working with you on this. Please call me if you have any questions regarding this proposal or need any additional information.

Sincerely,

PAUL COWIE & ASSOCIATES

Paul F. Cowie President

PFC:pc Encl.



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Firm Profile

Paul Cowie + Associates, Inc. (PC+A) is a professional consulting firm providing expert advice in the preservation, enhancement and long-term management of shade trees and urban forest resources.

Services include:

- Tree + Urban Forest Resource Inventories
- Team Collaboration in Urban Site Design and Development
- Tree Protection During Construction + Land Development
- Diagnosis, Problem Solving + Treatment Recommendations
- Pre-Planting Site Analysis and Species Recommendations
- Specification Development

PC+A is nimbly structured to function as the primary consultant on tree management projects and as a design team specialist on larger, multi-disciplinary projects. All projects are completed in full, or directly managed by Paul Cowie, the firm's president.

PC+A maintains a close association with expert professionals in several related disciplines – horticulturists, landscape architects, pathologists, entomologists, soil scientists, and others – so that the best technical strengths are readily available for any project. Together, we will find a cost-effective solution for the most challenging problems.

PC+A has developed a unique niche and reputation for providing a high level of technical expertise and problem-solving ability, and for effectively bridging the gap between current scientific research and real-world application.

Recent projects of note include:

- National 9/11 Memorial, New York, NY: Contributed to technical aspects of the landscape design and oversaw the procurement and pre-planting preparation of 500 large caliper trees for the Memorial plaza.
- Ellis Island: Developed protocols and currently providing on-site enforcement for the preservation of culturally significant trees during seawall reconstruction at this historic site.
- Branch Brook Park, Newark, NJ + Other Historic Olmsted Parks: Completed extensive tree inventories, contributed to
 cultural resource and master plan studies, and oversaw preservation of existing trees during construction of park
 restoration projects.
- United Nations Headquarters, New York, NY: Completed a tree inventory and developed maintenance guidelines as part of a long-term landscape master plan.
- Newark Liberty International Airport, Newark, NJ: Oversaw multiple planting projects to ensure contractor adherence to project specifications on behalf of PANYNJ.
- Frederick Douglass Circle, Pershing Square, Astor Place + Cooper Square, and Forsyth Plaza, New York, NY: Contributed
 to technical aspects of the design for the rehabilitation of these plazas and developed protocols for mitigating potential
 construction impacts to existing trees for NYCDDC and NYCDOT.

In addition, PC+A has prepared over 100 Community Forestry Management Plans focusing on urban street trees for New Jersey municipalities and counties in accordance with the New Jersey Shade Tree + Community Forestry Assistance Act (P.L. 1996, Chapter 135).



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Paul F. Cowie President

Education

- B.S. in Natural Resource Management (forestry course concentration), Rutgers University, New Brunswick,
 NJ, 1985; Member of Fraternity of Alpha Zeta (National Agricultural Honors Fraternity)
- Ongoing participation and compliance with ISA Certified Arborist Continuing Education programs.

Certifications

- New Jersey Licensed Tree Expert #286
- International Society of Arboriculture Certified Arborist #NJ-0122

Professional Affiliations

- International Society of Arboriculture (ISA; International and State Chapter)
- New Jersey Shade Tree Federation
- American Society of Landscape Architects (ASLA; National and State Chapter)

Professional Offices

- Rutgers University External Forestry Advisory Council (current)
- New Jersey Shade Tree Federation: Board of Trustees (current)
- New Jersey Arborists, Chapter ISA: Served on Board as Trustee, Secretary, Vice President, President Elect, President, and Past President, and sat on Awards and Work Day Committees (1998 – 2009)
- New Jersey Society of Certified Tree Experts: Vice President (2005 2006)
- Newton Advisory Shade Tree Commission, Town of Newton, NJ: Vice Chairman (1999 2004)

Awards

- New Jersey Arborists, Chapter ISA: Awarded honorary life membership in 2013 for past and present works
 including over 10 years on NJAISA's Executive Board and continued work in strategic planning and event
 organization.
- Architect's Newspaper Inner Circle: Named in 2011 as one of the "often unacknowledged cornerstones that guarantee the quality and excellence of today's architecture."
- New Jersey Green Communities Award from the NJ Forest Service, NJ Tree Foundation and the NJ
 Community Forestry Council in 2004 for contributions to the state's community forestry program.

Professional Experience

Paul Cowie & Associates, Lake Hiawatha, NJ

Currently self-employed as an independent consulting arborist. A description of recent clients and projects and references is available upon request.

1988 - present (part-time 1988 - 1996, full-time 1996 - present)

Rutgers University Office of Continuing Professional Education, New Brunswick, NJ

Course instructor for the "What Should be in a Community Forestry Management Plan?" session of the Urban Forestry Short Course.

2000 - 2005

Sequoia Tree Service, Inc., Wyckoff, NJ

Served as a Sales Representative and the Plant Health Care Division Manager for this full-service tree maintenance firm, one of the largest in northern New Jersey. As a Sales Representative, was intensively involved in tree inspections, insect and disease diagnosis, hazard assessment and abatement, maintenance program development, cost estimation, and crew scheduling and supervision. In addition to sales duties, managed the technical aspects of the company's \$850,000 per year Plant Health Care Division. Authored the technical portions of in-house policies, procedures, and information updates as well as customer contacts and sales literature.

1990 - 1996

• F.A. Bartlett Tree Expert Company, Stamford, CT

As a Representative in this leading national firm's New Jersey office, supervised operations and production crews within a three county area. Was responsible for servicing an extensive client base by making periodic property inspections, diagnosing tree and shrub disorders, developing comprehensive treatment programs, estimating costs, and managing work crews through completion. Introduced Integrated Pest Management (IPM) to several clients as a means of improving plant care while reducing pesticide usage. Provided numerous residential, commercial and municipal clients with consultations in tree protection during construction, planting recommendations, insect and disease diagnosis, site evaluation, hazard tree assessments, and plant appraisals.

1987 - 1990

• James C. Anderson Associates, Inc., Hackensack & Mount Holly, NJ

As an Environmental Specialist, was responsible for managing a variety of projects including Vegetation Surveys, Environmental Assessments and Soil Sampling Plans. Was responsible for regulatory permit applications and serving as a liaison between government agencies and commercial and industrial clients. 1986 – 1987

Spring Valley Landscape Company, Paramus, NJ

As a partner in this family business, assisted in its founding and development into a highly regarded local firm within three years. Was involved in all aspects of tree, shrub and turf care, landscape installations, and complete grounds maintenance.

1982 - 1985

State of New Jersey Forest Tree Nursery, Jackson, NJ

As a student intern at this NJ Forest Service facility, assisted in the production, processing and distribution of tree seedlings for public and private reforestation projects throughout the State.

1985



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Kieran R. Hunt Urban Ecology and Geomatics

Education

B.S. in Ecology, Evolution, and Natural Resource Management (geomatics course concentration), Rutgers
 University, New Brunswick, NJ, 2015; Recipient of E.B. Moore Forestry Award

Certifications

- Certificate in Environmental Geomatics from Rutgers University
- NJ Licensed Tree Expert #641
- ISA Certified Arborist #NJ-1184A

Professional Affiliations

- International Society of Arboriculture (ISA; International and State Chapter)
- New Jersey Shade Tree Federation

Professional Experience

Paul Cowie & Associates, Lake Hiawatha, NJ

Currently employed as an urban ecologist and geographic information systems (GIS) administrator. A description of recent clients and projects and references is available upon request. 2014 – present

• Rutgers University, New Brunswick, NJ

Teaching Assistant for the Rutgers Dendrology Course, 2014. Teaching Assistant for the Rutgers Winter Field Techniques Course, 2015.

Presentations

- Hunt, Kieran (2015 and 2016, November). Using Geomatics in Urban Forestry. Oral presentation at Rutgers University's annual GIS Day, New Brunswick, NJ.
- Hunt, Kieran (2016, August). Using Geomatics in Urban Forestry. Oral presentation at International Society of Arboriculture's International Conference, "Deep in the Heartwood of Texas", Fort Worth, TX.

consulting achorists / urban forester:

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Sample Clients & Projects

National 9/11 Memorial Manhattan, NY

As part of the efforts to create a memorial to the victims of 9/11, PC+A was retained in 2005 by Peter Walker & Partners, Landscape Architects, of Berkeley, California to assist in the tree-related aspects of the Project.

The artistic goals of designers Michael Arad and Peter Walker mandated that the forest of trees gracing the 4.5 acre Memorial plaza contribute meaningfully, without drawing undo attention to themselves.

With this mandate, PC+A assisted in sourcing and selecting 500 exceptional quality large-caliper trees that were consistent in form, reviewed and contributed to designs for an elaborate subsurface planter system that will provide for the long-term needs of the trees, and developed plans and detailed specifications for preplanting preparation, shipping, planting, and post-planting care.

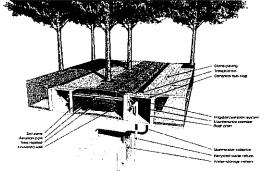
In addition, PC+A assisted in the design and establishment of a 12-acre nursery in New Jersey. The trees selected by PC+A were delivered to this facility from across the northeast, planted in over-sized boxes, and carefully reared to exacting requirements for the Memorial over a five-year period.

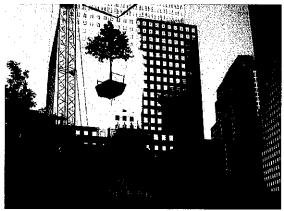
The World Trade Center Memorial project is designed to meet the requirements of the LEED Gold Standard. To assist in achieving that goal, PC+A assisted in developing specifications for a tree planting soil that will eliminate phosphorous fertilizer requirements. In addition, PC+A assisted in selecting species with the goal of minimizing future pesticide use, among other qualities.

While being grown at the nursery, PC+A was responsible for observing the trees' care and enforcing the Project Specifications. This included the preparation, supervision and evaluation of fertilizer treatments, insect and disease controls, and pruning with the objective of maximizing uniformity in size and form.

By the time the trees were transplanted to the Memorial site, they had fully overcome the stress of the initial digging and boxing. With fully developed root systems in oversized containers, zero mortality and rapid postplanting growth were achieved.









consulting arboriats / urban forester

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Sample Clients + Projects

Ellis & Liberty Islands New York & New Jersey

On behalf of the US National Park Service, PC+A evaluated historic trees on Ellis Island and the potential impact of proposed seawall repairs on them in 2008. PC+A developed detailed tree protection and mitigation plans and specifications and assisted in developing construction procedures to minimize the impact of heavy construction in close proximity to the trees.

Subsequently in 2010-2012, PC+A was retained by the contractor, Phoenix Marine, to provide on-site supervision and problem-solving as the construction proceeded. Working closely with engineers, NPS staff and the contractor, PC+A helped develop methods that permitted extremely difficult work to proceed while ensuring the tree protection requirements were honored. These measures included modifications to the seawall's structural design to reduce tree impacts, stationing arborists in the trees to selectively prune and pull and tie back limbs while a 60-foot pile driver mast was repeatedly repositioned and operated from a barge in the harbor, root zone soil protection, root pruning and soil retention, and ongoing tree health care monitoring and treatment.

In 2013, PC+A was retained by contractor Moss Cape, LLC to provide similar tree protection services for another set of historic trees while a temporary security screening facility was constructed. PC+A developed construction protocols and oversaw work to provide clearance pruning that permitted construction without upsetting the design documented in the Cultural Landscape Report for Ellis Island, minimize root impacts while footings and utilities were set, avoid soil compaction, and improve and maintain long-term tree health.

Later in 2013, non-profit Project EverGreen requested PC+A's pro bono assistance with their work to restore the 9/11 Memorial Tree Grove on Liberty Island and other portions of the landscapes on both Liberty and Ellis Islands that were severely impacted by Superstorm Sandy. PC+A conducted an evaluation of dozens of trees and numerous soil samples that revealed toxic levels of sodium that accumulated during days of flooding from the storm surge. Detailed recommendations for pruning or removing damaged trees and correcting soil chemistry were developed and are currently being put into action.











consulting arboriats / urban forester

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Sample Clients + Projects

Constitution Gardens National Mall, Washington, D.C.

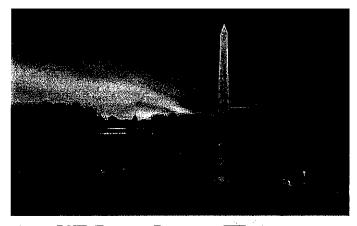
PC+A is honored to be part of the PWP Landscape Architecture and Rogers Marvel Architects team that won the international National Mall Design Competition to re-imagine and restore Constitution Gardens.

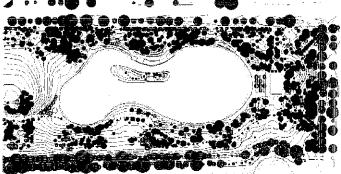
Original designs for this forested passive park were never fully implemented when it was built prior to Bicentennial celebrations in 1976. Since then, a complex of issues resulted in little public use, little awareness of the memorial's presence, and severe degradation of the site. Despite periodic efforts to treat or replant large numbers of under-performing trees over the years, the canopy has not met expectations.

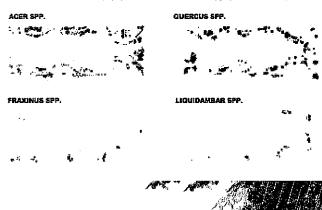
Working with Pine & Swallow, PC+A determined that the trees' problems are correlated to poor, highly variable subsoils and the site's bowl-like topography. Dredgings and imported construction spoils were used to build the land in an area previously occupied by the Potomic River and the subsequent impact of compaction and poor internal drainage and aeration have inhibited, or even prohibited, root growth and proper function.

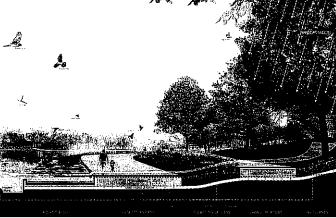
Compounding the soil issue is a curious mix of both upland and lowland species resulting from the original planting and subsequent replacement efforts. Not surprisingly, species with inherent adaptations to bottomlands and floodplains have generally fared better at Constitution Gardens than upland species. Likewise, there appears to be correlation between species performance and elevation, with upland species performing significantly better at the higher perimeter of the site. Neither of these correlations is perfect, however, suggesting variation in the subsurface soil profiles; further investigation is required to characterize these variations and develop effective treatment strategies.

When the project moves forward, PC+A will assist the technical design team in developing and implementing strategies to revitalize the under-performing original planting of 2000 shade and ornamental trees. Such strategies will include in-situ treatments to improve soil conditions, treatment of tree disease, transplanting of existing trees to more appropriate topographic locations, and replacement with species inherently suited to existing conditions.









All renderings courtesy of PWP Landscape Architecture & Rogers Marvel Architects

consulting accorists / urban forester

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Sample Clients + Projects

Branch Brook Park Restoration Newark, NJ

Conceived by Frederick Law Olmsted in 1867 as a "Central Park for Newark" and designed by Bogart & Barrett in 1895 and Olmsted Brothers in 1898, Branch Brook Park became America's first county park. With 360 acres of primarily naturalistic design, it is one of the Nation's great works of landscape artistry and enjoyed by over a million visitors each year. Branch Brook Park is listed on both the New Jersey and National Registers of Historic Places.

Like New York's Central Park, Branch Brook Park fell into disrepair in the 1970's and 1980's and became a place that much of the public began to avoid.

In 2002, working on behalf of the Branch Brook Park Alliance and Essex County Parks Department, landscape architects Rhodeside & Harwell prepared a detailed, five-volume Cultural Landscape Report which served as the basis for all subsequent treatment and management. As a design team specialist, PC+A conducted an inventory and analysis of the Park's 6000+ shade and ornamental trees and woodlots and the resulting analysis and management recommendations were incorporated into the Cultural Landscape Report.

For the past ten years, Rhodeside & Harwell has designed, and the Alliance and the County have raised private and public funds to implement, \$50 million in restoration projects throughout the park. Each project was carefully designed to meet modern public needs, while strictly honoring the historic Olmsted design.

In each case, PC+A collaborated with the design team in reviewing the condition of existing trees and developing plans for their treatment or replacement, identifying and mitigating potential conflicts between trees and construction, developing and policing measures to protect trees during construction, and selecting site-appropriate species for planting. These projects included expanding the park's renowned but deteriorating flowering cherry tree collection to 4300 trees, making it the largest and most diverse in the Country.

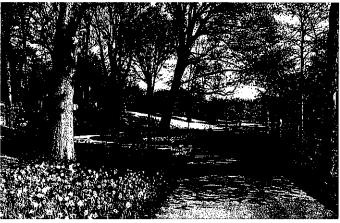
Currently, as the park's Cherry Tree Collection & Zone Gardening Manager, PC+A is responsible for establishing and implementing a volunteer-based program to provide long-term maintenance for the Park's horticultural assets in cooperation with County parks staff.











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No Net Loss Reforestation Project Clifton, NJ

In the wake of Superstorm Sandy and the devastation it wrought upon New Jersey's urban tree populations, many municipalities throughout the State have sought methods of supplemental funding to help replace some of the trees they lost during the storm. The New Jersey State Forest Service's No Net Loss Reforestation Act, initially enacted to ensure that large swaths of removed forest are properly replaced or that these losses are at least mitigated, has been implemented in recent years as a source of grant funding to assist New Jersey municipalities in replacing trees lost during Sandy.

PC+A was hired by the City of Clifton in 2015 to write the City's No Net Loss grant application and planting plan, as well as oversee the planting and maintenance of the new trees under the grant. For this project, PC+A brought the experience of having successfully completed a 2007 – 2008 No Net Loss project with the Borough of Berlin in a similar capacity. With Clifton, PC+A went a step further by introducing a geomatics component to the project, mapping each individual vacant planting site within designated areas of significant storm losses and creating attribute data for each site that would be helpful in determining appropriate species (strip width, status of overhead wires, etc.). All of these data were managed by PC+A in a geographic information system (GIS) and used to create detailed maps for the planting plan.

Initial approval of the No Net Loss planting in Clifton has been approved by the New Jersey State Forest Service, but the project is ongoing.







consulting arborists / urban forester

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Sample Clients + Projects

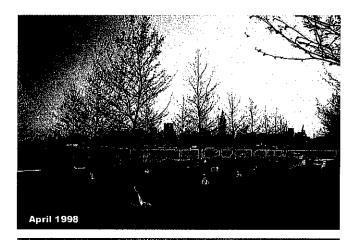
Pier A Park / Hoboken South Waterfront Hoboken, NJ

The Port Authority of New York & New Jersey developed a waterfront property in Hoboken that includes a large public park on a pier that extends several hundred feet out into the Hudson River.

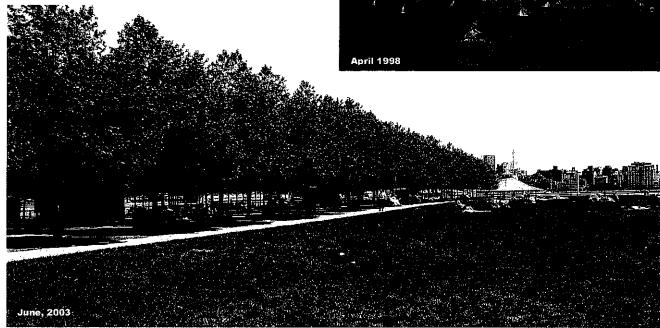
On behalf of the landscape contractor, Trees, Now, Inc. and working with Port Authority and Hoboken landscape architects, PC+A supervised and inspected the installation of over three hundred large caliper trees and several hundred pieces of shrubbery throughout the development.

PC+A's responsibilities included inspection of the planting stock upon delivery, inspection of planting site preparation, tree setting, backfilling, and staking for adherence to Port Authority specifications, supervision of follow up maintenance and irrigation, and serving as a technical liaison between the Landscape Architect, site engineers, and the contractor.

Of special interest was the use of lightweight air-entrained structural soil that can be compacted to satisfy engineering standards while still allowing rapid drainage and sufficient aeration for healthy root development.







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Sample Clients + Projects



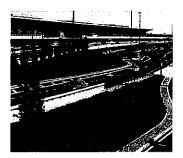
United Nations Headquarters, New York, NY

On behalf of Quennell Rothschild & Partners, Landscape Architects, PC+A conducted a complete inventory and evaluation of 400 shade and ornamental trees throughout the grounds of the United Nations Headquarters. Data was organized and analyzed and a variety of summaries were produced illustrating the current state of the tree population – species composition, diameter and age distribution, condition, condition by species, and prioritized maintenance needs. PC+A prepared a detailed report, including specific treatment recommendations and general population-wide management objectives, which were used in the development of the landscape master plan for the campus.



Cadwalader Park Master Planting Plan, Trenton, NJ

Designed in 1891, Cadwalader Park is the only park in New Jersey fully designed by Frederick Law Olmsted, Sr. and is listed on the National Register of Historic Places. On behalf of March Associates, PC+A complete a full inventory of all the park's trees as part of the team's development of a Master Planting Plan to adapt Olmsted's original design intent to current needs and conditions. PC+A's tree inventory and species recommendations were used by March Associates and Kathy Poole to edit existing vegetation to clarify the landscape, restore historic viewsheds, shape spaces, and create moods.



Newark Liberty Airport Renovation, Newark, NJ

On behalf of the Port Authority of NY and NJ and working closely with its in-house landscape architects and consultants, PC+A provided field inspection services during landscape construction on a number of projects over an 8-year period: Terminal B Roadway and Drainage Improvements, NEC Monorail Station, Lot E Parking Structure, and Airtrain Lot D. PC+A inspected plant materials for adherence to the Specifications, ensured proper handling and installation, diagnosed insect and disease issues, and provided custom treatment strategies to ensure establishment during the 2-year maintenance period for each project.



The Green-Wood Cemetery, Brooklyn, NY

As part of a Master Plan effort for this Registered Historic Landmark by landscape architects Quennell Rothschild & Partners, PC+A inventoried, evaluated, tagged, and mapped the 7000+ trees that comprise Green-Wood Cemetery's amazing 478-acre urban forest. The inventory revealed 172 different species and hybrids representing 76 different genera. The resulting analyses, prioritized maintenance and replacement recommendations, and long-term management guidelines have improved visitor safety and will help ensure that the collection is perpetuated within Green-Wood's rural design and historic context.



Frederick Douglass Circle, New York, NY

In cooperation with the project Architects, Landscape Architects and Engineers, PC+A inventoried and evaluated the condition of existing shade and ornamental trees throughout the project area and provided recommendations for tree removal, replacements, transplanting, and mitigation treatments in accordance with New York City Departments of Design & Construction, Transportation and Parks & Recreation requirements. In addition, PC+A contributed to the design of an on-structure public plaza within the Circle to ensure that newly planted trees would thrive while not impacting subway tunnels below.



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Community Forest Management Planning

Paul Cowie & Associates has prepared over 100 five-year Community Forestry Management Plans in accordance with the New Jersey Shade Tree & Community Forestry Assistance Act (P.L. 1996, Chapter 135) for the following communities. Every plan prepared by PC&A has been approved by the NJ Community Forestry Council on first submission.

Bergen County

Borough of Paramus (1st plan to be approved by the NJ Community Forestry Council); Borough of Westwood (3rd plan to be approved by the NJ Community Forestry Council); Borough of Fair Lawn (approved); Borough of Ho-Ho-Kus (approved); Borough of River Edge (approved); Village of Ridgefield Park (approved); Borough of Maywood (approved); Borough of Bogota (approved); Borough of Demarest (approved); Borough of Franklin Lakes (approved); Borough of Glen Rock (approved); Borough of New Milford (approved); Borough of Closter (approved); Borough of Tenafly (approved); Borough of Wood-Ridge (approved); Borough of Ramsey (approved); City of Hackensack (approved); City of Garfield (approved); Township of Wyckoff (approved); Township of River Vale (approved); Township of South Hackensack (approved); Borough of Bergenfield (approved)

Camden County

Borough of Haddonfield (approved); **Township of Haddon** (approved); **Borough of Berlin** (approved); **Borough of Barrington** (approved)

Essex County

Township of Cedar Grove (approved); City of Newark (approved)

Hudson County

Town of Secaucus (approved); Town of West New York (approved); City of Hoboken (approved); Town of Harrison (approved)

Hunterdon County

Borough of Lebanon (approved)

Mercer County

Township of Princeton (approved)

Middlesex County

Township of Cranbury (approved); Borough of Milltown (approved)

Monmouth County

Township of Freehold (approved); Township of Howell (approved)

Morris County

Township of Morris (2nd plan to be approved by the NJ Community Forestry Council); Town of Morristown (approved); Borough of Mendham (approved); Borough of Madison (approved); Township of Chatham (approved); Borough of Florham Park (approved); Township of Washington (approved); Town of Dover (approved); Township of Pequannock (approved)

Passaic County

Borough of Hawthorne (approved); City of Clifton (approved)

Somerset County

Borough of Peapack & Gladstone (approved); Borough of Manville (approved)

Sussex County

Town of Newton (approved)

Union County

County of Union (approved); Township of Clark (approved); City of Linden (approved); City of Rahway (approved)

Warren County

Borough of Washington (approved); Township of Blairstown (approved)

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY TERMINATING A DECLARATION OF ENVIRONMENTAL RESTRICTION A/K/A DEED NOTICE FOR A PORTION OF BLOCK 2040 IN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, on or about January 16, 1991 a Declaration of Environmental Restriction a/k/a/
Deed Notice was placed on a portion of Block 2040, Lot 24 within the Morris Canal Redevelopment
Area; and

WHEREAS, said Deed Notice was placed on the property due to the existence of soil contamination which did not allow for the unrestricted use of the Property; and

WHEREAS, the Deed Notice was part of the remediation of contamination at the site which was to remain in effect until such time as the property was remediated; and

WHEREAS, since that time the remediation occurred by the responsible party; and

WHEREAS, a report was submitted to the Department of Environmental Protection for review and approval and thereafter the responsible party requested approval from the Department to terminate the Deed Notice because the conditions that required the execution and recording of the Deed Notice no longer existed on the property; and

WHEREAS, the Department approved the request and authorized the Termination of the Deed Notice which shall take effect once executed by all parties and recorded.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that: the above recitals are incorporated herein as if set forth at length and authorization to execute a Termination of Deed Notice is hereby granted.

BE IT FURTHER RESOLVED, that the Chairman, Vice Chairman, Secretary and/or Executive Director are hereby authorized to execute any and all documents necessary to effectuate this Resolution subject to the review and approval of the Agency's General Counsel.

Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of September 19, 2017.

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	ABSENT
Donald R. Brown	\			
Douglas Carlucci	1			
Evelyn Farmer	✓			
Erma D. Greene	V			
Rolando R. Lavarro, Jr.				✓
Daniel Rivera	1			
Darwin R. Ona				✓

L:\AGENDA\SEPTEMBER-2017\Release of Deed Notice reso.wpd

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING A REDEVELOPMENT AGREEMENT WITH MORRIS CANAL REDEVELOPMENT AREA COMMUNITY DEVELOPMENT CORPORATION FOR PROPERTY LOCATED IN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, the Project Premises were originally included in a predecessor Redevelopment Agreement dated July 12, 2007 ("Original Agreement") between the Agency and Morris Canal Incentives Urban Renewal, LLC of which the Redeveloper was a member; and

WHEREAS, by Resolution No. 15-11-25 of the Board of Commissioners of the Jersey City Redevelopment Agency (the "Agency") dated November 17, 2015, the Agency separated the Project Premises from the Original Agreement and designated the Redeveloper as the sole redeveloper for the Project Premises for purposes of negotiating an agreement for the redevelopment of the Project Premises; and

WHEREAS, the current Project Premises for which this Redevelopment Agreement covers is Block 20001, Lots 16 and 18 through 22 (a/k/a 408-420 Communipaw Avenue); and

WHEREAS, after review and consideration, the execution of a Redevelopment Agreement and any future related agreements are required in order to implement the project; and

WHEREAS, the project will be constructed in accordance with the terms and conditions of the Redevelopment Agreement and the Redevelopment Plan.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey

City Redevelopment Agency that:

- 1) the above recitations are incorporated herein as if set forth at length; and
- approval of the Redevelopment Agreement and authorization to execute a Redevelopment Agreement and/or any related documents with Morris Canal Redevelopment Area Community Development Corporation is hereby granted; and
- The Executive Director is hereby authorized to execute any and all documents and take any and all actions necessary to effectuate the terms of the Redevelopment Agreement and this Resolution; and
- 4) The Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this resolution subject to the review of Agency Counsel.

Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioner's of the Jersey City Redevelopment Agency adopted at their Regular Meeting of September 19, 2017

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	ABSENT
Donald R. Brown	✓			
Douglas Carlucci	/			
Evelyn Farmer	V			
Erma D. Greene	/			
Rolando R. Lavarro, Jr.				V
Daniel Rivera	V			
Darwin R. Ona				V

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE AGENCY TO ENTER INTO A LICENSE AGREEMENT WITH THE CITY OF JERSEY CITY FOR RECREATION ACTIVITIES FOR THE PURPOSE OF THE CITY'S BIKE SHARE PROGRAM AT BERRY LANE PARK LOCATED IN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency ("Agency"), is the owner of certain lots located within Blocks 18901 and 18903 more commonly known by the street address of Berry Lane Park ("Property") located within the Morris Canal Redevelopment Area; and

WHEREAS, on June 21, 2016, the Agency entered into a Cooperation Agreement with the City of Jersey City ("City") for the operations and maintenance of the Property; and

WHEREAS, the Agency and the City wish to enter into a License Agreement to provide recreational activities for the purpose of establishing kiosks as part of the City's Bike Share Program; and

WHEREAS, the Agency can enter into a License Agreement with the City to provide recreational activities within a redevelopment plan area pursuant *N.J.S.A.* 40A:12A-8 and thus in conformity with the Morris Canal Redevelopment Plan; and

WHEREAS, bicycling is a recreational activity contemplated by the Morris Canal Redevelopment Plan; and

Reso No. 17-09-

WHEREAS, in accordance to the NJ DEP Green Acres Program, N.J.S.A. 7:36-25.13(f), a local government unit or nonprofit may operate a recreational facility on funded parkland through a concession agreement awarded by competitive bidding in accordance with applicable law. The concessionaire shall pay any payments or rentals collected directly to the local government unit or nonprofit, who shall use such payments or rentals for operating, maintenance or capital expenses related to its funded parkland or its recreation program as a whole; and

WHEREAS, additionally, a concession agreement, an agreement or license of a term of one year or less, *N.J.S.A.* 7:36-2.1; and

WHEREAS, the City, currently, has a valid concession agreement with Bikeshare JC approved by Resolution 15.003 that was procured according to the Competitive Contracting Law, *N.J.S.A.* 40A:11-4.1 et seq..; and

WHEREAS, the City has established an account for the concession fee to be paid for operating, maintenance, or capitals expenses related to their bike share recreational program as a whole; and

WHEREAS, said License will be a for a term not to exceed a year from the date of execution of the License Agreement; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency authorizes to enter License Agreement with the City of Jersey City for a term not to exceed a year to provide recreational activities for the purpose of the City's Bike Share Program at Berry Lane Park located within the Morris Canal Redevelopment Area.

Reso No.	17-09	(e

BE IT FURTHER RESOLVED, that the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this Resolution subject to the review and approval of the Agency's General Counsel.

Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of September 19, 2017.

VOTE				
NAME	AYE	NAY	Abstain	Absent
Donald R. Brown				
Douglas Carlucci				
Evelyn Farmer	/			
Erma Greene				
Rolando R. Lavarro				
Darwin R. Ona				V
Daniel Rivera				

R	teso #17-09
Reso No. 17-09	17

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING GARDEN STATE EPISCOPAL COMMUNITY DEVELOPMENT CORPORATION AS THE REDEVELOPER OF PROPERTY LOCATED AT 98 MYRTLE AVENUE (BLOCK 23202, LOT 48), JERSEY CITY, NJ WITHIN THE OCEAN BAYVIEW REDEVELOPMENT AREA

WHEREAS, on November 18, 2014, the Jersey City Redevelopment Agency Board of Commissioners authorized entering into a shared services agreement with the City of Jersey City to rehabilitate properties listed on the City's abandoned properties list, and amended said shared services agreement as of January 27, 2016, authorizing the Agency to act as the City's agent in carrying out its authority under the Abandoned Properties Rehabilitation Act ("APRA"); and

WHEREAS, in compliance with APRA, the Jersey City Redevelopment Agency issued a Request for Qualifications ("RFQ") for Qualified Rehabilitation Entities ("QREs") on January 9, 2015; and

WHEREAS, at its Board Meeting of April 21, 2015, the Agency approved a total of twenty-five (25) qualification statements in response to the RFQ, which were considered QREs allowing them to rehabilitate/renovate the selected properties on the City's abandoned properties list; and

WHEREAS, Garden State Episcopal Community Development Corporation was approved as a QRE to undertake such work; and

WHEREAS, the City of Jersey City (the "City") designated the Ocean Bayview Redevelopment Area as an area in need of redevelopment under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL"), and thereafter adopted the Ocean Bayview Redevelopment Plan in order to establish the zoning requirements within this redevelopment area; and

WHEREAS, the property located at 98 Myrtle Avenue and identified on the City's official tax map as Block 23202, Lot 48 (the "Property") is located within the Ocean Bayview Redevelopment Area and is governed by the Ocean Bayview Redevelopment Plan (hereinafter, and as amended, the "Redevelopment Plan"); and

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") serves as the City's redevelopment agency under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL") and, in this capacity, is authorized to contract with redevelopers in order to arrange for the redevelopment of properties within designated redevelopment areas; and

WHEREAS, the Property is abandoned and is listed on the City's abandoned properties list; and

WHEREAS, Garden State Episcopal Community Development Corporation has proposed to rehabilitate the Property to create a one-family for-sale affordable housing unit; and

WHEREAS, the Agency wishes to designate Garden State Episcopal Community Development Corporation as the redeveloper of the Property for a period of up to one hundred twenty (120) days, with an additional 60-day extension at the discretion of the Executive Director, so that the Agency may attempt to negotiate and enter into a redevelopment agreement with Garden State Episcopal Community Development Corporation for the redevelopment of the Property.

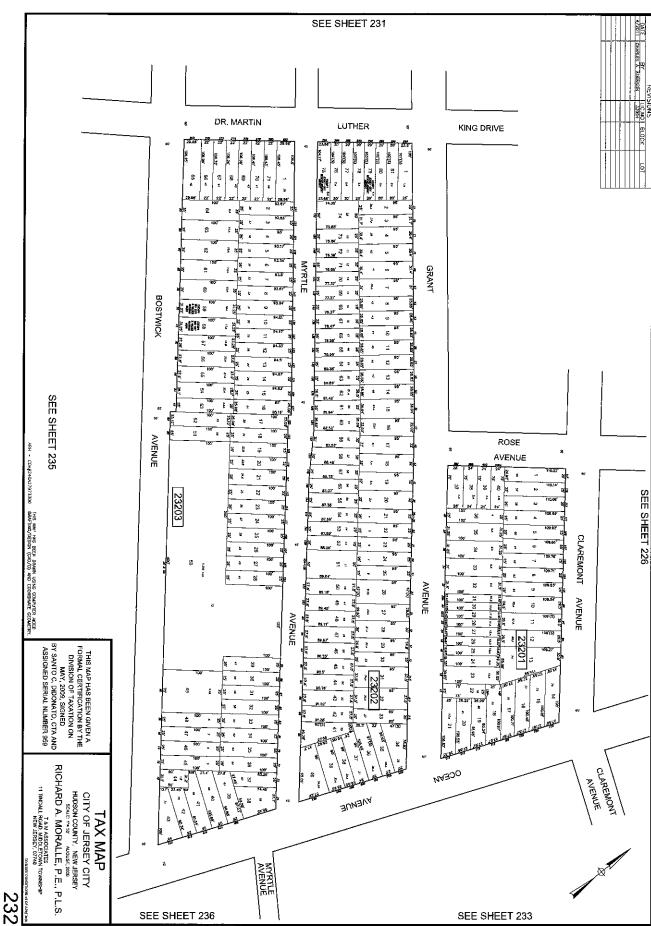
NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Jersey City Redevelopment Agency hereby designates Garden State Episcopal Community Development Corporation as the redeveloper of the Property for a period of up to one hundred twenty (120) days, with an additional 60-day extension at the discretion of the Executive Director, to allow the Agency time to attempt to negotiate and enter into a redevelopment agreement with Garden State Episcopal Community Development Corporation for the redevelopment of the Property; and

BE IT FURTHER RESOLVED that certified copies of this resolution shall be provided by the Board's secretary to Garden State Episcopal Community Development Corporation.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of September 19th, 2017.

SECRETARY

RECORD OF COMMISSIONERS VOTE					
NAME	<u>AYE</u>	NAY	ABSTAIN	ABSENT	
Donald R. Brown	✓.				
Douglas Carlucci					
Evelyn Farmer	✓				
Erma D. Greene	1				
Rolando R. Lavarro, Jr.				✓	
Daniel Rivera	-				
Darwin R. Ona				✓	



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RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING GARDEN STATE EPISCOPAL COMMUNITY DEVELOPMENT CORPORATION AS THE REDEVELOPER OF PROPERTY LOCATED AT 182 CLAREMONT AVENUE (BLOCK 22503, LOT 58), JERSEY CITY, NJ WITHIN THE SCATTER SITE REDEVELOPMENT AREA

WHEREAS, on November 18, 2014, the Jersey City Redevelopment Agency Board of Commissioners authorized entering into a shared services agreement with the City of Jersey City to rehabilitate properties listed on the City's abandoned properties list, and amended said shared services agreement as of January 27, 2016, authorizing the Agency to act as the City's agent in carrying out its authority under the Abandoned Properties Rehabilitation Act ("APRA"); and

WHEREAS, in compliance with APRA, the Jersey City Redevelopment Agency issued a Request for Qualifications ("RFQ") for Qualified Rehabilitation Entities ("QREs") on January 9, 2015; and

WHEREAS, at its Board Meeting of April 21, 2015, the Agency approved a total of twenty-five (25) qualification statements in response to the RFQ, which were considered QREs allowing them to rehabilitate/renovate the selected properties on the City's abandoned properties list; and

WHEREAS, Garden State Episcopal Community Development Corporation was approved as a QRE to undertake such work; and

WHEREAS, the City of Jersey City (the "City") designated the Scatter Site Redevelopment Area as an area in need of redevelopment under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL"), and thereafter adopted the Scatter Site Redevelopment Plan in order to establish the zoning requirements within this redevelopment area; and

WHEREAS, the property located at 182 Claremont Avenue and identified on the City's official tax map as Block 22503, Lot 58 (the "Property") is located within the Scatter Site Redevelopment Area and is governed by the Scatter Site Redevelopment Plan (hereinafter, and as amended, the "Redevelopment Plan"); and

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") serves as the City's redevelopment agency under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL") and, in this capacity, is authorized to contract with redevelopers in order to arrange for the redevelopment of properties within designated redevelopment areas; and

WHEREAS, the Property is abandoned and is listed on the City's abandoned properties list; and

WHEREAS, Garden State Episcopal Community Development Corporation has proposed to rehabilitate the Property to create a one-family for-sale affordable housing unit; and

Reso #17-09- 18

WHEREAS, the Agency wishes to designate Garden State Episcopal Community Development Corporation as the redeveloper of the Property for a period of up to one hundred twenty (120) days, with an additional 60-day extension at the discretion of the Executive Director, so that the Agency may attempt to negotiate and enter into a redevelopment agreement with Garden State Episcopal Community Development Corporation for the redevelopment of the Property.

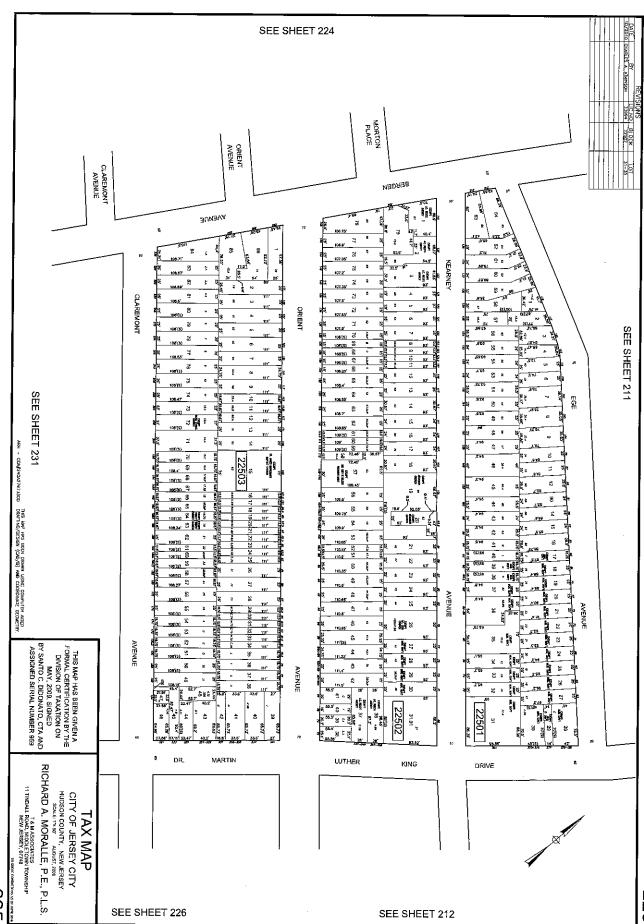
NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Jersey City Redevelopment Agency hereby designates Garden State Episcopal Community Development Corporation as the redeveloper of the Property for a period of up to one hundred twenty (120) days, with an additional 60-day extension at the discretion of the Executive Director, to allow the Agency time to attempt to negotiate and enter into a redevelopment agreement with Garden State Episcopal Community Development Corporation for the redevelopment of the Property; and

BE IT FURTHER RESOLVED that certified copies of this resolution shall be provided by the Board's secretary to Garden State Episcopal Community Development Corporation.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of September 19th, 2017.

SECRETARY

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	✓			
Douglas Carlucci	<u> </u>		- · · · · · · · · · · · · · · · · · · ·	***
Evelyn Farmer	/			
Erma D. Greene	V			
Rolando R. Lavarro, Jr.				
Daniel Rivera	✓			
Darwin R. Ona				1



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE USE OF COMPETITIVE CONTRACTING FOR SELECTION OF A MUSEUM DEVELOPMENT CONSULTANT AND AUTHORIZING PREPARATION AND ADVERTISEMENT OF A REQUEST FOR PROPOSALS FOR SAME

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") desires to procure the services of a Museum Development Consultant; and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.1 et seq., the Agency may use competitive contracting in lieu of public bidding for procurement of specialized goods and services, the price of which exceeds the bid threshold; and

WHEREAS, N.J.S.A. 40A:11-4.1(m) permits the use of competitive contracting for Consulting Services; and

WHEREAS, in accordance with the competitive contracting process, the contract for the services of a Museum Development Consultant will be awarded to that entity submitting a proposal that, when evaluated, most successfully meets the stated criteria and, therefore, achieves the highest ranking, rather than based solely on the lowest price; and

WHEREAS, pursuant to <u>N.I.S.A.</u> 40A:11-4.3, the Agency is required to pass a resolution authorizing the use of competitive contracting; and

WHEREAS, pursuant to N.I.S.A. 40A:11-4.3, the competitive contracting process, including the preparation of a request for proposals (the "RFP"), solicitation of proposals, and award of a contract based upon the methodology set forth in the aforesaid RFP, must be administered by the Agency's Qualified Purchasing Agent, legal counsel or administrator,

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

- 1. The aforementioned recitals are incorporated herein as though fully set forth at length.
- The Commissioners hereby authorize the use of the competitive contracting process by the Agency for the solicitation of proposals for the selection of a Museum Development Consultant.
- The Commissioners further direct the Agency to follow the process for such procurement as set forth in N.J.S.A. 40A:11-4.1 of the Local Public Contracts Law.
- 4. Pursuant to and in accordance with N.J.S.A. 40A:11-4.3, the aforesaid competitive contracting process shall be administered by the [Agency's Qualified Purchasing Agent and/or an administrator designated by the Agency, in consultation with the Agency's General Legal Counsel.]

- 5. Pursuant to and in accordance with N.J.S.A. 40A:11-4.4(a), the [Agency's Qualified Purchasing Agent and/or an administrator designated by the Agency, in consultation with the Agency's General Legal Counsel], shall prepare or have prepared a Request for Proposals, which shall include: all requirements necessary for potential bidders to submit a proposal; and a methodology by which the Agency will evaluate and rank such proposals.
- 6. Pursuant to and in accordance with N.J.S.A. 40A:11-4.5(a), a notice of availability of the Request for Proposals shall be published in the Authority's official newspaper at least twenty (20) days prior to the date established for the submission of proposals.
- 7. The Executive Director is hereby authorized and directed to proceed with procurement of proposals for a Museum Development Consultant in accordance with the competitive contracting process as set forth in the N.J.S.A. 40A:11-4.1 et seq. of the Local Public Contracts Law.
- 8. A copy of this resolution shall be available for public inspection at the offices of the Agency.
- 9. This resolution shall take effect immediately.

Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board at its meeting of September 19, 2017

REC	ORD OF CO	MMISSION	ERS VOTE	
NAME	AYE	<u>NAY</u>	ABSTAIN	ABSENT
Donald R. Brown	✓.			
Douglas Carlucci	V			
Evelyn Farmer	√.			
Erma D. Greene	$\overline{}$			
Rolando R. Lavarro, Jr.				
Darwin R. Ona				/
Daniel Rivera	/			

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A FIRST AMENDMENT TO AGREEMENT NO. 16-09-EV1 WITH GOVERNANCE & FISCAL AFFAIRS, LLC (JERRY VOLPE) FOR CONSULTING SERVICES

WHEREAS, at its meeting of September 20, 2016 the Board of Commissioners authorized Contract No. 16-09-EV1 with Governance & Fiscal Affairs, LLC (Jerry Volpe); and

WHEREAS, the Agency requires continued assistance from a professional knowledgeable in the applicable federal and state laws, and who can complete specific activities related to developing the Agency's purchasing knowledge including but not limited to developing a purchasing system for compliance with both the Local Public Contracts Law and Pay-to-Play, providing mentoring services, etc.; and

WHEREAS, Agency staff have benefitted from the services of Jerry Volpe, and have been pleased with his performance in providing services; and

WHEREAS, said services shall be extended for a six-month period ending March 31, 2018 and the amount of the contract remains unchanged; and

WHEREAS, the amount of the contract is under the bid threshold of \$40,00.00 and does not require competitive bidding [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 Professional Service Agreement No. 16-09-EV1 will be extended for an additional six months, until March, 31, 2018. The contract amount remains unchanged.

BE IT FURTHER RESOLVED, that the Chairman, Vice Chair and/or Secretary are hereby authorized to sign any and all documents necessary to effectuate the purposes o this Resolution.

Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at it meeting of September 19, 2017.

<u>NAME</u>	<u>AYE</u>	NAY	<u>ABSTAIN</u>	ABSENT
Donald R. Brown	/			
Douglas Carlucci	✓			
Evelyn Farmer	✓			
Erma D. Greene	/			
Rolando R. Lavarro, Jr.	•			
Daniel Rivera	_ <			
Darwin R. Ona				V

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING BENJAMIN DELISLE TO ATTEND THE NATIONAL BROWNFIELDS CONFERENCE IN PITTSBURGH, PA ON DECEMBER 5-7, 2017

WHEREAS, the 2017 National Brownfields Conference will be held on December 5-7, 2017 in Pittsburgh, PA; and

WHEREAS, Benjamin Delisle, Director of Development has requested to attend the Conference; and

WHEREAS, the Executive Director has approved Mr. Delisle's attendance; and

WHEREAS, the registration cost for the conference is \$200 per person and will also include overnight accommodations, meals, travel and therefore, a "per diem" will be issued.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that it here by approves Benjamin Delisle to attend the 2017 National Brownfields Conference on December 5 -7, 2017.

Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at it meeting of September 19, 2017.

REC	ORD OF CO	MMISSION	ERS VOTE	
<u>NAME</u>	<u>AYE</u>	NAY	<u>ABSTAIN</u>	ABSENT
Donald R. Brown	/			
Douglas Carlucci	/			
Evelyn Farmer	1			
Erma D. Greene				
Rolando R. Lavarro, Jr.	,			/
Daniel Rivera	✓			
Darwin R. Ona				

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE ACCOUNTS/INVOICES PAYABLE LIST AS OF SEPTEMBER 19, 2017.

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of September 19, 2017.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Accounts/Invoices Payable List as of September 19, 2017 be approved as presented.

Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated September 19, 2017.

REC	ORD OF CO	MMISSION	ERS VOTE	· · · · · · · · · · · · · · · · · · ·
NAME	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	ABSENT
Donald R. Brown	1			
Douglas Carlucci	√			
Evelyn Farmer	/			
Erma D. Greene	√			
Rolando R. Lavarro, Jr.				1
Daniel Rivera				
Darwin R. Ona				1

Jersey City Redevelopment Agency Cash Requirements Report

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Page	

		NJ DIVISION OF MOTOR VEHICLES NJ DIVISION OF MOTOR VEHICLES 8/22/2017		GOVERNOR'S HOUSING CONFERE 8/22/2017	Vendor Name Due Date
		8/22/2017		8/22/2017	Invoice Date
	Total	Registration	Totals for	Conference	invoice Number
GRAND TOTALS:	Totals for NJ DIVISION OF MOTOR VEHICLES:	Registration for Agency Jeep	Totals for GOVERNOR'S HOUSING CONFERENCE:	Registration for DD, CF & SG - Oct 5-6, 2017	Invoice Description
\$746.50	\$71.50	\$71.50	\$675.00	\$675.00	Invoice Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Potential Discount Discount Expires On
\$746.50	\$71.50	\$71.50	\$675.00	\$675.00	Discount Expires On Net Amount Due

Jersey City Redevelopment Agency **Cash Requirements Report**

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

Calculate discounts as of today Include all post dates Include all invoice dates Do not include invoices scheduled to be generated

Include these due dates: Today (8/22/2017) Include all Post Statuses

Include all Vendors Include all Banks Include all Invoices

Include all Invoice Attributes Include all Vendor Attributes

GRAND TOTALS: \$9,600.00 \$0.00 \$9,600.0

Jersey City Redevelopment Agency **Cash Requirements Report**

Report name: Invoice Due Today
Show invoices open as of today Include these due dates: Today (9/7/2017) Include all post dates Include all invoice dates Calculate discounts as of today Do not include invoices scheduled to be generated Include all Post Statuses

Include all Vendors Include all Banks Include all Invoices

Include all Invoice Attributes
Include all Vendor Attributes

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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount Discount Expires On	Net Amount Due
21 CONTRACTING LLC							
21 CONTRACTING EEC	7/19/2017	8/29/2017	00284	Remove Old Fence - Kepair & Kepiace 284 M	\$1,800.00	\$0.00	\$1,800.00
SS VODY STREET II S				Totals for 21 CONTRACTING LLC:	\$1,800.00	\$0.00	\$1,800.00
66 YORK STREET IIC	0/10/2017	0515017	Outahan	Deat Deat for 66 Walls Street	***	•	***
66 YORK STREET, LLC	9/19/2017	9/11/2017	October	Redric Thility Pomt	\$4615.09 \$648.43	\$0.00	\$9,616.09
66 YORK STREET, LLC	9/19/2017	9/11/2017	October	Monthly Operating Expenses	\$172.14	\$0.00	\$648.52 \$172.14
				Totals for 66 YORK STREET, LLC:	\$10,436.75	\$0.00	\$10,436.75
Amec Foster Wheeler Environmental & Infrastructure, Inc.	tal & Infrastrı	ıcture, İnc.					
Amec Foster Wheeler Environmental & I 9/19/2017	9/19/2017	9/6/2017	J02207176	JCRA Bulkhead Stabilization Project	\$6,337.17	\$0.00	\$6,337.17
		Total	s for Amec Foster Wh	Totals for Amec Foster Wheeler Environmental & Infrastructure, Inc.:	\$6,337.17	\$0.00	\$6,337.17
ARCHER & GREINER, P.C.							
ARCHER & GREINER, P.C.	9/19/2017	6/6/2017	4087545	Legal Svcs - LMD #13 Urbn Rnwl to FDAD N	\$700.00	\$0.00	\$700.00
ARCHER & GREINER, P.C. ARCHER & GREINER, P.C.	9/19/2017 9/19/2017	7/6/2017 5/2/2017	4090128 4083784	Legal Svcs - LMD #13 Urbn Rnwl to FDAD N Legal Svcs - LMD #13 Urbn Rnwl to FDAD N	\$6,000.00 \$1.172.50	\$0.00 \$0.00	\$6,000.00 \$1 172 50
				Totals for ARCHER & GREINER, P.C.:	\$7,872.50	\$0.00	\$7,872.50
BARBARA A. AMATO							
BARBARA A. AMATO	9/19/2017	9/11/2017	Reimbursement	SD Card and Power Adapter Cables/ Recordin	\$35.73	\$0.00	\$35.73
BARBARA A. AMATO	9/19/2017	9/13/2017	Reimbursement	Dental - Spouse	\$6,169.00	\$0.00	\$6,169.00
				Totals for BARBARA A. AMATO:	\$6,204.73	\$0.00	\$6,204.73
BLACKBAUD FUNDWARE							
BLACKBAUD FUNDWARE	9/19/2017	8/30/2017	91335040	Support Upgrade	\$2,646.00	\$0.00	\$2,646.00
				Totals for BI ACKBALID FLINDWARE:	\$2,000.00	\$0.00	\$5,060.00
BROWN - BROWN METRO INC.				;	1	1	9
BROWN - BROWN METRO INC.	9/19/2017	9/12/2017	200947	Directos & Office Liability Insurance 9/24/17	\$20,799.71	\$0.00	\$20,799.71
			70	Totals for BROWN - BROWN METRO INC.:	\$20,799.71	\$0.00	\$20,799.71
BROWNFIELD REDEVELOPMENT SOLUTIONS	SOLUTIONS						
BROWNFIELD REDEVELOPMENT S	9/19/2017	8/8/2017	3548	Support Svcs - Dwight/Ocean Project Cleanup	\$910.00	\$0.00	\$910.00
BROWNFIELD REDEVELOPMENT S	9/19/2017	6/27/2017	3470	Support Svcs - Dwight/Ocean Project Cleanup	\$1,252.50	\$0.00	\$1,252.50
BROWNFIELD REDEVELOPMENT S	9/19/2017	7/17/2017	3515	Support Svcs - Dwight/Ocean Project Cleanup	\$312.25	\$0.00	\$312.25
BROWNFIELD REDEVELOPMENT S	9/19/2017	4/11/2017	3380	Support Svcs - Dwight/Ocean Project Cleanup	\$693.75	\$0.00	\$693.75
BROWNFIELD REDEVELOPMENT S	9/19/2017	8/8/2017	3549	Oversight & Mgmt Svcs for EPA RLF	\$227.00	\$0.00	\$227.00
BROWNFIELD REDEVELOPMENT S	9/19/2017	8/8/2017	3546	Oversight & Mgmt Svcs for EPA Petro Assess	\$300.75	\$0.00	\$300.75
BROWNFIELD REDEVELOPMENT S	9/19/2017	8/8/2017	3550	Oversight & Mgmt Svcs for EPA Haz Substan	\$1,397.25	\$0.00	\$1,397.25
BROWNFIELD REDEVELOPMENT'S	9/19/2017	5/12/2017	3547 3424	Oversight & Mgmt Svcs for EPA Grand Jers Sunnort Svcs - Davight/Ocean Project Cleanum	\$392.50 \$323.75	\$0.00	\$392.50 \$393.75
BROWNFIELD REDEVELOTIVEINT S	9/19/201/	5/12/2017	5424	Support Svcs - Dwight/Ocean Project Cleanup	\$323.75	\$0.00	\$323.75

COSTAR REALTY INFORMATION, INC. COSTAR REALTY INFORMATION, I 9/	COMCAST	Colonial Life Colonial Life COMCAST	IATES ATES	CHRISTOPHER FIORE CHRISTOPHER FIORE	Chasan Lamparello Mallon & Cappuzzo, PC Chasan Lamparello Mallon & Cappuzzo 9/19/201 Chasan Lamparello Mallon & Cappuzzo 9/19/201	CENTRAL PARKING SYSTEM CENTRAL PARKING SYSTEM	CASH CASH	BROWNFIELD SCIENCE & TECHNO 9/19/2/ BROWNFIELD SCIENCE & TECHNO 9/19/2/ BROWNFIELD SCIENCE & TECHNO 9/19/2/		Vendor Name
NC. 9/19/2017	9/19/2017 9/19/2017	9/19/2017	9/19/2017	9/19/2017	IZZO, PC 9/19/2017 9/19/2017	9/19/2017	9/19/2017	9/19/2017 9/19/2017 9/19/2017	9/19/2017 9/19/2017 9/19/2017 9/19/2017 9/19/2017	Due Date 9/19/2017
9/4/2017	8/28/2017 8/16/2017	9/1/2017	9/14/2017	9/11/2017	8/30/2017 8/30/2017	9/11/2017	9/11/2017	8/30/2017 8/31/2017	9/8/2017 9/8/2017 9/8/2017 9/8/2017 9/8/2017	Invoice Date
105246993 Totals for	66 York 665 Ocean	September 2017	0212643	Per Diem	168385 168386 Totals for Ch	October	Petty Cash	764-07.17 764-08.17 Totals for BR	3571 3569 3573 3572 Totals for BROWN	Invoice Number
Real Estate Data Base Totals for COSTAR REALTY INFORMATION, INC.:	Phone & AV Connection Business Internet Totals for COMCAST:	Insurance Plan - Accident / BCN: E4830766 Totals for Colonial Life:	Legal Svcs - Redevelopment Planning Service Totals for CME ASSOCIATES:	Governor's Conference October 4-6, 2017 Totals for CHRISTOPHER FIORE:	Legal Svcs - TRAMZ Inc. Legal Svcs - JCRA v. Bright & Varick Urbn R Totals for Chasan Lamparello Mallon & Cappuzzo, PC:	Parking for 15 Spaces at Harborside Totals for CENTRAL PARKING SYSTEM:	Replenishment of Petty Cash Totals for CASH:	2.17 Environmental Svcs - Well Drilling & Waste P 2.17 Environmental Svcs - Turnkey - Ocean/Dwigh 2.17 Totals for BROWNFIELD SCIENCE & TECHNOLOGY:	Environmental Consulting - Haz Sub Environmental Consulting - Petro Environmental Consulting - Petro Environmental Consulting - RLF Environmental Consulting - Dwight/Ocean Si Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS:	Invoice Description
\$435.00 \$435.00	\$144.78 \$114.85 \$259.63	\$115.14 \$115.14	\$1,015.00 \$1,015.00	\$330.00 \$330.00	\$305.03 \$507.50 \$812.53	\$1,875.50 \$1,875.50	\$307.00 \$307.00	\$1,088.50 \$24,181.16 \$25,269.66	\$853.50 \$1,105.50 \$187.25 \$495.00 \$9,165.00	Invoice Balance
\$0.00	\$0.00 \$0.00	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	Potential Discount Discount Expires On
\$435.00 \$435.00	\$144.78 \$114.85 \$259.63	\$115.14 \$115.14	\$1,015.00 \$1,015.00	\$330.00 \$330.00	\$305.03 \$507.50	\$1,875.50 \$1,875.50	\$307.00 \$307.00	\$1,088.50 \$24,181.16 \$25,269.66	\$853.50 \$1,105.50 \$187.25 \$495.00 \$9,165.00	Net Amount Due

Jersey City Redevelopment Agency Cash Requirements Report

September 19, 2017 Board Meeting

Vendor Name CRYSTAL POINT CONDOMINIUM ASSOC. CRYSTAL POINT CONDOMINIUM A 9/19/2017 DAVID P. DONNELLY DAVID P. DONNELLY DAVID P. DONNELLY DAVISON, EASTMAN & MUNOZ, PA DAVISON, EASTMAN & MUNOZ, PA 9/19/2017	ASSOC. • 9/19/2017 9/19/2017 9/19/2017 9/19/2017 A 9/19/2017	Invoice Date 9/11/2017 9/14/2017 9/14/2017 9/12017 9/7/2017 9/7/2017 8/9/2017	Invoice Number October Totals for CR August 2017 Per Diem 348316 346301 348315 347552 346300	e Number Invoice Description Monthly Maintenance Fee Totals for CRYSTAL POINT CONDOMINIUM ASSOC.: 2017 Travel Expense Governor's Conference October 4-6, 2017 Totals for DAVID P. DONNELLY: Legal Svcs - Barnabas Health LLC Legal Svcs - Bayfront Redevelopment LLC	Invoice Balance \$145.88 \$145.88 \$145.88 \$102.30 \$330.00 \$432.30 \$432.30 \$650.00 \$640.18 \$121.50 \$381.14 \$1,572.75	Potential Discount Discount Expires On \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
DAVISON, EASTMAN & MUNOZ, PADAVISON, EASTMAN & MUNOZ, PADA	35	9/7/2017 7/5/2017 9/7/2017 8/9/2017 7/5/2017 8/18/2017 8/18/2017			\$650.00 \$640.18 \$121.50 \$381.14 \$1,572.75 \$250.00 \$1,574.50	0 0 0 4 10 0 0 1
DIANA JEFFREY DIANA JEFFREY	9/19/2017	9/12/2017	Dental	Reimbursement - Dependents Totals for DIANA JEFFREY	\$1,455.00	š ō '
ENGENUITY INFRASTRUCTURE, LLC ENGENUITY INFRASTRUCTURE, L 9.	P/19/2017	9/5/2017	3 Totals fo	Engineering Consulting - Canal Crossing Totals for ENGENUITY INFRASTRUCTURE, LLC:	\$1,202.50	50
ERIC M. BERNSTEIN & ASSOCIATES, LLC ERIC M. BERNSTEIN & ASSOCIATES 9/19/20 ERIC M. BERNSTEIN & ASSOCIATES 9/19/20 ERIC M. BERNSTEIN & ASSOCIATES 9/19/20	TES, LLC ES 9/19/2017 ES 9/19/2017 ES 9/19/2017	3/7/2017 8/2/2017 7/6/2017	45764 48185 47769	Legal Svcs - 37-39 Cornell Legal Svcs - BLP Legal Svcs - BLP	\$105.00 \$1,207.50 \$3,664.27	1.00 1.50
FEDERAL EXPRESS FEDERAL EXPRESS FEDERAL EXPRESS	9/19/2017 9/19/2017	8/14/2017 9/11/2017	Totals for ER 5-896-42615 5-924-71139	Totals for ERIC M. BERNSTEIN & ASSOCIATES, LLC: 42615 Overnight Deliveries 71139 Overnight Deliveries	\$4,976.77 \$121.51 \$58.81	51
FLORIO KENNY RAVAL, LLP	9/19/2017 9/19/2017 9/19/2017 9/19/2017 9/19/2017	2/28/2017 11/30/2016 7/31/2017 6/30/2017 6/30/2017	104855 103307 106690 106229 106227	Legal Svcs - JCRA to Bayonne MUA Legal Svcs - GND BUilders Woodward RDA Legal Svcs - 474 and 480 Ocean Legal Svcs - 474 and 480 Ocean Legal Svcs - 125 Monitor St	\$87.50 \$52.50 \$1,662.50 \$2,940.00 \$122.50	\$87.50 \$52.50 \$62.50 ,940.00 \$122.50

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Jersey City Redevelopment Agency Cash Requirements Report September 19, 2017 Board Meeting

	JC MUNICIPAL UTILITIES AUTHORI 9/19/2017		J & B LANDSCAPE, INC.		IN-LINE AIR CONDITIONING CO.,	IN-LINE AIR CONDITIONING CO.,		HUDSON REPORTER ASSOC. LP	HUDSON REPORTER ASSOC. LP		HUDSON COUNTY REGISTER	HUDSON COUNTY REGISTER	HUDSON COUNTY REGISTER	HUDSON COUNTY REGISTER	HUDSON COUNTY REGISTER	HIDSON COUNTY DECISIES		GOVERNANCE & FISCAL AFFAIRS, 1 9/19/2017	GOVERNANCE & FISCAL AFFAIRS, LLC		GLUCK WALKATH LLP	GLUCK WALRATH LLP	GLUCK WALRATH LLP	GLUCK WALRATH LLP	GLUCK WALRATH LLP	GLUCK WALRATH LLP	GLUCK WALRATH LLP	GLUCK WALRATH LLP		FLORIO KENNY RAVAL, LLP	FLORIO KENNY RAVAL, LLP	FLORIO KENNY RAVAL, LLP	Vendor Name
	9/19/2017	•	9/19/2017		9/19/2017	9/19/2017		9/19/2017			9/19/2017	9/19/2017	9/19/2017	9/19/2017	9/19/2017			9/19/2017	LLC		9/19/2017	9/19/2017	9/19/2017	9/19/2017	9/19/2017	9/19/2017	9/19/2017			9/19/2017	9/19/2017	9/19/2017	Due Date
	8/9/2017		8/20/2017		8/1/2017	7/14/2017		8/31/2017			7/25/2017	8/15/2017	8/15/2017	8/25/2017	8/15/2017			9/1/2017			8/4/2017	8/4/2017	8/4/2017	8/4/2017	8/4/2017	8/4/2017	8/4/2017			7/31/2017	6/30/2017	8/31/2017	Invoice Date
	665 Ocean		26314		0000045429	0000045345		August			1268963	1276251	1276245	1279598	1276237	•	Total	1045			37880	37883	37881	37884	37886	37885	37882			106688	106228	102122	invoice Number
Totals for JC MUNICIPAL UTILITIES AUTHORI:	Water & Sewer Charges	Totals for J & B LANDSCAPE, INC.:	Bez-Cerc - Monthly Maintenance	Totals for IN-LINE AIR CONDITIONING CO.,:	Furnish & Install - 152 MLK Drive	Bez-Cerc - HVAC Spring/Summer Start Up	Totals for HUDSON REPORTER ASSOC. LP:	Legal Advertising		Totals for HUDSON COUNTY REGISTER:	Recording Fee; Partial Release of AHDA 24 N	Recording Fee: Dec. of Cov. & Restriction 47	Recording Fee: Consent to Assign & Assumpti	Recording Fee: Red. Agreement SciTech SCi	Recording Fee: Third Amend, 100 Monitor &	_	Totals for GOVERNANCE & FISCAL AFFAIRS, LLC:	Purchasing Consultancy - September		Totals for GLUCK WALRATH LLP:	Legal Svcs - 671 Palisade Avenue	Legal Svcs - 248 Grove Street	Legal Svcs - L&M Paulus Hook	Legal Sycs - 671 Palisade Avenue	Legal Svcs - 364-366 Palisade Ave	Legal Svcs - 201 New York Avenue	Legal Services - 142 Boyd Avenue		Totals for FLORIO KENNY RAVAL, LLP:	Legal Svcs - JCRA to Bayonbe MUA	Legal Svcs - JCRA to Bayonne MUA	Legal Svcs - Woodward RDA	er Invoice Description
\$62.38	\$62.38	\$1,097.50	\$1,097.50	\$7,450.00	\$1,855.00	\$5,595.00	\$88.20	\$88.20		\$135.00	\$11.00	\$31.00	\$31.00	\$31.00	\$31.00	***************************************	\$1.350.00	\$1,350.00		\$4,308.56	\$52.50	\$17.50	\$35.00	\$1,963.56	\$1,207.50	\$52.50	\$980.00		\$7,627.66	\$595.00	\$2,132.66	\$35.00	Invoice Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 0.00	60.00	00 08	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	Potential Discount Discount Expires On
\$62.38	\$62.38	\$1,097.50	\$1,097.50	\$7,450.00	\$1,855.00	\$5,595.00	\$88.20	\$88.20		\$135.00	\$11.00	\$31.00	\$31.00	\$31.00	\$31.00	£ 1, 50 C. CC	00 055 13	\$1,350.00		\$4,308.56	\$52.50	\$17.50	\$35.00	\$1,963.56	\$1,207.50	\$52.50	\$980.00		\$7,627.66	\$595.00	\$2,132.66	\$35.00	Net Amount Due

JEROMY MARTI

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount Discount Expires On	Net Amount Due
JEROMY MARTI	9/19/2017	8/17/2017	8/8, 9, 10, & 14	Bez-Cerc - Removal of Debris	\$225.00		\$225.00
				Totals for JEROMY MARTI:	\$225.00	\$0.00	\$225.00
JERSEY CITY DEPT. OF PUBLIC WORKS	ORKS						
JERSEY CITY DEPT. OF PUBLIC WOI	9/19/2017	9/7/2017	142 Boyd	Work Completed at 142 Boyd	\$606.10	\$0.00	\$606.10
JERSEY CITY DEPT. OF PUBLIC WOI 9/19/2017	9/19/2017	9/5/2017	423 MLK DR	Work Completed at 423 MLK DR	\$909.15	\$0.00	\$909.15
			Totals for JE	Totals for JERSEY CITY DEPT. OF PUBLIC WORKS:	\$1,515.25	\$0.00	\$1,515.25
JERSEY CITY TAX COLLECTOR							
JERSEY CITY TAX COLLECTOR	9/19/2017	8/1/2017	1365	Property Taxes - 142 Boyd Ave	\$1,471.19	\$0.00	\$1,471.19
JERSEY CITY TAX COLLECTOR	9/19/2017	8/1/2017	106765	Property Taxes for 671 Palisade Avenue	\$987.38	\$0.00	\$987.38
			70.	Totals for JERSEY CITY TAX COLLECTOR:	\$2,458.57	\$0.00	\$2,458.57
JOHNNY ON THE SPOT, LLC							
JOHNNY ON THE SPOT, LLC	9/19/2017	9/8/2017	0000357208	Berry Lane Park - 1000 Garfield Avenue	\$269.94	\$0.00	\$269.94
JOHNNY ON THE SPOT, LLC	9/19/2017	7/25/2017	0000337085	Berry Lane Park - 1000 Garfield Avenue	\$685.31	\$0,00	\$685.31
JOHNNY ON THE SPOT, LLC	9/19/2017	8/11/2017	Various 0000353055	Berry Lane Park - 1000 Garfield Avenue Berry Lane Park - 1000 Garfield Avenue	\$1,184.43 \$229.18	\$0.00 \$0.00	\$1,184.43 \$229.18
				Totals for JOHNNY ON THE SPOT, LLC:	\$2,368.86	\$0.00	\$2,368.86
KINNEY LISOVICZ REILLY & WOLFF PC	# PC						
KINNEY LISOVICZ REILLY & WOLF	9/19/2017	5/11/2017	2268	Legal Services - 311-315 MLK	\$3,045.00	\$0.00	\$3,045.00
KINNEY LISOVICZ REILLY & WOLF	9/19/2017	5/31/2017	4265	Legal Services - 311-315 MLK	\$2,217.85	\$0.00	\$2,217.85
KINNEY LISOVICZ REILLY & WOLF	9/19/2017	6/30/2017	4389	Legal Svcs - 311-315 MLK	\$1,347.50	\$0.00	\$1,347.50
KINNEY LISOVICZ REILLY & WOLF	9/19/2017	6/30/2017	4390	Legal Svcs - Jose Marte v JCRA	\$1,505.00	\$0.00	\$1,505.00
KINNEY LISOVICZ REILLY & WOLF	9/19/2017	7/31/2017	4705	Legal Svcs - 311-315 MLK	\$2,632.00	\$0.00	\$2,652.00
				Totals for KINNEY LISOVICZ REILLY & WOLFF PC:	\$13.689.85	00.00	\$13,689.85
LERCH, VINCI & HIGGINS, LLP							
LERCH, VINCI & HIGGINS, LLP	9/19/2017	8/7/2017	742283	Out of Pocket Expenses for Electronic Filings	\$115.00	\$0.00	\$115.00
			7	Totals for LERCH, VINCI & HIGGINS, LLP:	\$115.00	\$0.00	\$115.00
MCMANIMON, SCOTLAND & BAUMANN, LLC	MANN, LLC						
MCMANIMON, SCOTLAND & BAU	9/19/2017	7/31/2017	148528	Legal Svcs - RPM Jackson Green	\$1,925.00	\$0.00	\$1,925.00
MCMANIMON, SCOTLAND & BAU	9/19/2017	8/28/2017	149057	Legal Svcs - 405-407 Ocean Avenue	\$334.95	\$0.00	\$334.95
MCMANIMON, SCOTLAND & BAU	9/19/2017	8/28/2017	149052	Legal Svcs - Harsimus Cove (North River Dev	\$1,732.50	\$0.00	\$1,732.50
MCMANIMON, SCOTLAND & BAU	9/19/2017	8/28/2017	149047	Legal Svcs - Argent Venture/Johnston View	\$10,792.92	\$0.00	\$10,792.92
MCMANIMON, SCOTLAND & BAU	9/19/2017	7/31/2017	148504	Legal Svcs - Argent Venture/Johnston View	\$3,520.17	\$0.00	\$3,520.17
MCMANIMON, SCOTLAND & BAU	9/19/2017	8/28/2017	149043	Legal Svcs - PPG redevelopment (Hampshire)	\$995.58	\$0.00	\$995.58
MCMANIMON, SCOTLAND & BAU	9/19/2017	7/31/2017	148493	Legal Svcs - PPG redevelopment (Hampshire)	\$5,079.73	\$0.00	\$5,079.73
MCMANIMON, SCOTLAND & BAU	9/19/2017	7/31/2017	148511	Legal Svcs - 100 Hoboken	\$110.00	\$0.00	\$110.00
MCMANIMON, SCOTLAND & BAU	9/19/2017	8/28/2017	149051	Legal Svcs - 100 Hoboken	\$27.50	\$0.00	\$27.50
MCMANIMON, SCOTLAND & BAU	9/19/2017	8/28/2017	148527	Legal Svcs - TREDP Jackson Green	\$137.50 \$287.72	\$0.00	\$137.50 \$287.72
						4	

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Vendor Name	Due Date	Invoice	in the second se		Invoice		
MCMANIMON, SCOTLAND & BAU	9/19/2017	8/28/2017	149041	ı	\$175 00	\$0.00	\$175.00
MCMANIMON, SCOTLAND & BAU	9/19/2017	8/28/2017	149045	Legal Svcs - 125 Monitor Street	\$106.22	\$0.00	\$106.22
MCMANIMON, SCOTLAND & BAU	9/19/2017	8/28/2017	149050	Legal Svcs - Johnston Station	\$198.08	\$0.00	\$198.08
MCMANIMON, SCOTLAND & BAU	9/19/2017	7/31/2017	148510	Legal Svcs - Johnston Station	\$1,045.00	\$0.00	\$1,045.00
MCMANIMON, SCOTLAND & BAU	9/19/2017	7/31/2017	148626	Legal Svcs - West Campus - KKF 5B	\$1,622.50	\$0.00	\$1,622.50
MCMANIMON, SCOTLAND & BAU	9/19/2017	8/28/2017	149042	Legal Svcs - West Campus -NJCU	\$330.00	\$0.00	\$330.00
MCMANIMON, SCOTLAND & BAU	9/19/2017	8/28/2017	149048	Legal Svcs - Journal Sq - RABS (One Journal	\$137.50	\$0.00	\$137.50
MCMANIMON, SCOTLAND & BAU	9/19/2017	7/31/2017	148491	Legal Svcs - Grand Jersey LHN III	\$227.50	\$0.00	\$227.50
MCMANIMON, SCOTLAND & BAU	9/19/2017	7/31/2017	148625	Legal Svcs - West Campus -NJCU	\$825.00	\$0.00	\$825.00
MCMANIMON, SCOTLAND & BAU	9/19/2017	7/31/2017	148506	Legal Svcs - Journal Sq - RABS (One Journal)	\$2,062.32	\$0.00	\$2,062,32
MCMANIMON, SCOTLAND & BAU	9/19/2017	7/31/2017	148529	Legal Svcs - Power Plant Project	\$2,924.90	\$0.00	\$2,924.90
MCMANIMON, SCOTLAND & BAU	9/19/2017	8/28/2017	149040	Legal Svcs - Grand Jersey LHN III	\$227.50	\$0.00	\$227.50
MCMANIMON, SCOTLAND & BAU	9/19/2017	7/31/2017	148492	Legal Svcs - G & S Forest City	\$402.50	\$0.00	\$402.50
MCMANIMON, SCOTLAND & BAU	9/19/2017	8/28/2017	149059	Legal Svcs - Ash Urbn Dev.	\$1,210.00	\$0.00	\$1,210.00
MCMANIMON, SCOTLAND & BAU	9/19/2017	7/31/2017	148509	Legal Svcs - Whitlock Mills	\$935.00	\$0.00	\$935.00
MCMANIMON, SCOTLAND & BAU	9/19/2017	8/28/2017	149049	Legal Svcs - Whitlock Mills	\$3,615.28	\$0.00	\$3,615.28
MCMANIMON, SCOTLAND & BAU	9/19/2017	5/30/2017	147431	Legal Svcs - PPG Revelopment	\$8,284.46	\$0.00	\$8,284.46
MCMANIMON, SCOTLAND & BAU	9/19/2017	6/21/2017	147729	Legal Svcs - PPG Revelopment	\$16,038.08	\$0.00	\$16,038.08
MCMANIMON, SCOTLAND & BAU	9/19/2017	6/21/2017	147733	Legal Svcs - Argent Venture/Johnston View	\$1,201.60	\$0.00	\$1,201.60
MCMANIMON, SCOTLAND & BAU	9/19/2017	4/24/2017	146574	Legal Svcs - Argent Venture/Johnston View	\$906.80	\$0.00	\$906.80
MCMANIMON, SCOTLAND & BAU	9/19/2017	6/21/2017	147739	Legal Svcs - Argent/Aetna	\$880.00	\$0.00	\$880.00
MCMANIMON, SCOTLAND & BAU	9/19/2017	6/21/2017	147727	Legal Svcs - Grand Jersey Development	\$2,475.00	\$0.00	\$2,475.00
MCMANIMON SCOTT AND & BALL	9/19/2017	7/31/2017	149054	Legal Svcs - Argent/Aema	\$5,344.24	\$0.00	\$5,344.24
			1	toga one or congress distinguis	@107.00	80.00	\$157.50
			Totals for MC	Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:	\$76,255.55	\$0.00	\$76,255.55
METLIFE							
METLIFE	9/19/2017	8/21/2017	10/20/17	Deferred Salary Per Attached	\$550.00	\$0.00	\$550,00
METLIFE	9/19/2017	8/21/2017	10/6/17	Deferred Salary Per Attached	\$550.00	\$0.00	\$550.00
				Totals for METLIFE:	\$1,100.00	\$0.00	\$1,100.00
MLK Urban Renewal JV Partnership	ਰ						
MLK Urban Renewal JV Partnership	9/19/2017	8/16/2017	April 2017	HUD Rent Payment for the City of Jersey City	\$2,474.46	\$0.00	\$2,474.46
			70	Totals for MLK Urban Renewal JV Partnership:	\$2,474.46	\$0.00	\$2,474.46
MODULAR SPACE CORPORATION							
MODULAR SPACE CORPORATION	9/19/2017	8/17/2017	502131246	Berry Lane Park - Trailer Rental	\$590.75	\$0.00	\$590.75
			Tot	Totals for MODULAR SPACE CORPORATION:	\$590.75	\$0.00	\$590.75
MOISHE'S MOVING SYSTERMS							
MOISHES MOVING SYSTEMMS	9/19/2017	9/11/2017	October	Storage Space at Dey Street	\$700.00	\$0.00	\$700.00
				Totals for MOISHE'S MOVING SYSTERMS:	\$700.00	\$0.00	\$700.00
MYKL, LLC							

RUTGERS UNIVERSITY	ROBERT MCCAIG	RENT-A-FENCE, INC.	RENT-A-FENCE, INC.	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS		PETROCCI AGENCY, LLC	PETROCCI AGENCY, LLC		NW FINANCIAL GROUP, LLC	NW FINANCIAL GROUP, LLC	NW FINANCIAL GROUP, LLC	NW FINANCIAL GROUP, LLC	NW FINANCIAL GROUP, LLC		MYKL, LLC	MYKL, LLC	MYKL, LLC	MYKL, LLC	MYKL, LLC	Vendor Name
9/19/2017	9/19/2017	9/19/2017		AS 9/19/2017 AS 9/19/2017				AS 9/19/2017				AS 9/19/2017	AS 9/19/2017	GAS		9/19/2017			9/19/2017	9/19/2017	9/19/2017	9/19/2017	9/19/2017		9/19/2017	9/19/2017	9/19/2017	9/19/2017	9/19/2017	Due Date
9/13/2017	8/17/2017	9/12/2017		8/31/2017 8/31/2017	8/31/2017	8/31/2017	8/31/2017	8/31/2017	8/31/2017	8/31/2017	8/31/2017	8/31/2017	8/31/2017			9/14/2017			7/31/2017	7/31/2017	7/31/2017	7/31/2017	7/31/2017		8/1/2017	8/1/2017	8/1/2017	8/1/2017	8/1/2017	Invoice Date
36518	8/8, 9, 10, & 14	0016641-IN	Totals	407 Ocean 407 Ocean	292 MLK	152 MLK	152 MLK	665 Ocean	665 Ocean	665 Ocean	665 Ocean	665 Ocean	665 Ocean			2 Second St Condo			23395	23393	23394	23396	23302		403	402	398	400	401	Invoice Number
Registration for Commissioner Training	Bez-Cerc - Removal of Debris Totals for ROBERT MCCAIG:	Berry Lane Park - Purchase Order #6011 Totals for RENT-A-FENCE, INC.:	Totals for PUBLIC SERVICE ELECTRIC & GAS:	Services at 407 Ocean Ave FI 2	Services at 292 MLK DR STORE	Services at 152 MLK OFC	Services at 152 MLK DR	Services at 665 Ocean Ave Office B	Services at 665 Ocean Ave Office A	Services at 665 Ocean Ave Apt 2D	Services at 665 Ocean Ave Apt 2A	Services at 665 Ocean Ave Apt 3A	Services at 665 Ocean Ave HSE		Totals for PETROCCI AGENCY, LLC:	Renewal of Liability 10/9/17 to 4/9/18		Totals for NW FINANCIAL GROUP, LLC:	Financial Advisory Svcs - Pathside		Financial Advisory Svcs - One Journal Sq	Financial Advisory Svcs - Whitlock Mills		Totals for MYKL, LLC:	Legal Svcs - 424 Whiton LLC	Legal Svcs - 308 Whiton LLC	Legal Svcs - 233 Newark Avenue	Legal Svcs - Liberty National - WA Golf	Legal Svcs - Black Bear	Invoice Description
\$227.00	\$225.00 \$225.00	\$3,675.00 \$3,675.00	\$2,641.81	\$111.47 \$75.61	\$162.04 \$132.09	\$180.78	\$101.46	\$133.69 \$530.05	\$521.03	\$79.04	\$172.35	\$96.40	\$345.80		\$1,224.80	\$1,224.80		\$5,510.00	\$1,365.00	\$633.75	\$760.00	\$2.312.50	e / 20 75	\$3,190.00	\$577.50	\$110.00	\$467.50	\$1,402.50	\$632.50	Invoice Balance
\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00	9000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Potential Discount Discount Expires On
\$227.00	\$225.00 \$225.00	\$3,675.00 \$3,675.00	\$2,641.81	\$111.47 \$75.61	\$162.04 \$132.09	\$180.78	\$101.46	\$133.69 \$530.05	\$521.03	\$79.04	\$172.35	\$96.40	\$345.80	1	\$1,224.80	\$1,224.80		\$5.510.00	\$1,365.00	\$633.75	\$760.00	\$2.312.50	9420	\$3,190.00	\$577.50	\$110.00	\$467.50	\$1,402.50	\$632.50	Net Amount Due

Jersey City Redevelopment Agency Cash Requirements Report

September 19, 2017 Board Meeting

	,	Invoice	• • •		Invoice		
Vendor Name	Due Date	Date	Invoice Number	Invoice Description	Balance	Discount Expires On	Net Amount Due
				Totals for RUTGERS UNIVERSITY:	\$227.00	\$0.00	\$227.00
SARAH GOLDFARB							,
SARAH GOLDFARB	9/19/2017	9/11/2017	Per Diem	Governor's Conference October 4-6, 2017	\$330.00	\$0.00	\$330,00
SARAH GOLDFARB	9/19/2017	9/1/2017	Reimbursement	Catering at Bethune Center - 4/24/17	\$200.00	\$0.00	\$200.00
		-		Totals for SARAH GOLDFARB:	\$530.00	\$0.00	\$530.00
STAPLES, INC							
STAPLES, INC	9/19/2017	9/5/2017	Various	Office Supplies	\$749.68	\$0.00	\$749.68
				Totals for STAPLES, INC.	\$749.68	\$0.00	\$749.68
TANNER CONSULTING GROUP							
TANNER CONSULTING GROUP	9/19/2017	7/28/2017	180389	Ball Trajectory Study - Netting Plans & Specs	\$2,500.00	\$0.00	\$2,500.00
			77.	Totals for TANNER CONSULTING GROUP:	\$2,500.00	\$0.00	\$2,500.00
THE EVENING JOURNAL ASSOCIATIO	OIT						
THE EVENING JOURNAL ASSOCIAT 9/19/2017	9/19/2017	8/31/2017	August	Legal Ads for August	\$159.78	\$0.00	\$159.78
			Totals for	Totals for THE EVENING JOURNAL ASSOCIATIO:	\$159.78	\$0.00	\$159.78
The Law Offices of Wanda Chin Monahan, LLC The Law Offices of Wanda Chin Monah: 9/19/2017	onahan, LLC 6 9/19/2017	7/31/2017	147	Legal Svcs - JC MacFlorv	\$280.00	\$ 0.00	\$220.00
			Totals for The L	Totals for The Law Offices of Wanda Chin Monahan, LLC:	\$280.00	\$0.00	\$280.00
TOSHIBA FINANCIAL SERVICES							
TOSHIBA FINANCIAL SERVICES	9/19/2017	9/10/2017	67510376	Monthly Lease Expense	\$1,235.00	\$0.00	\$1,235.00
			70	Totals for TOSHIBA FINANCIAL SERVICES:	\$1,235.00	\$0.00	\$1,235.00
TWIN ROCKS SPRING WATER							
TWIN ROCKS SPRING WATER	9/19/2017	8/24/2017	1098871	Water Cooler Rental	\$60.20	\$0.00	\$60.20
				Totals for TWIN ROCKS SPRING WATER:	\$60.20	\$0.00	\$60.20
UNITED WAY OF HUDSON COUNTY	~						
UNITED WAY OF HUDSON COUNT	9/19/2017	8/8/2017	August	Prof. Mgmt of Social Svcs Program at 665 Oc	\$3,000.00	\$0.00	\$3,000.00
			Totals	Totals for UNITED WAY OF HUDSON COUNTY:	\$3,000.00	\$0.00	\$3,000.00
VALUE RESEARCH GROUP, LLC							
VALUE RESEARCH GROUP, LLC	9/19/2017	5/5/2017	18453	Report Revisions Reflecting Zoning Changes &	\$1,200.00	\$0.00	\$1,200.00
			Tot	Totals for VALUE RESEARCH GROUP, LLC:	\$1,200.00	\$0.00	\$1,200.00
VERIZON							
VERIZON	9/19/2017	8/23/2017	9791615657	Agencys Cell Phones	\$364.65	\$0.00	\$364.65
				Totals for VERIZON:	\$364.65	\$0.00	\$364.65
W. B. MASON CO., INC.							
W. B. MASON CO., INC.	9/19/2017	8/16/2017	146831836	Office Supplies	\$755.50	\$0.00	\$755.50
W. B. MASON CO., INC.	9/19/2017	9/11/2017	147544816/88497	Office SUpplies	\$167.00	\$0.00	\$167.00

Jersey City Redevelopment Agency Cash Requirements Report

September 19, 2017 Board Meeting

\$266,504.13	\$0.00	\$266,504.13	GRAND TOTALS:				
\$243.96	\$0.00	\$243.96	Totals for XEROX CORPORATION:				
\$243.96	\$0.00	\$243.96	Printer - Ser. #MXO-009951	090227505		9/19/2017 8/19/2017	XEROX CORPORATION
\$922.50	\$0.00	\$922.50	Totals for W. B. MASON CO., INC.:				XEROX CORDORATION
Discount Expires On Net Amount Due	Potential Discount	Invoice Balance	Invoice Number Invoice Description	Invoice Number	Date	Due Date	Vendor Name

Jersey City Redevelopment Agency Cash Requirements Report

September 19, 2017 Board Meeting

Report name: September Bd Meeting

Show invoices open as of today

Do not include invoices scheduled to be generated Calculate discounts as of today

Include these due dates: 9/19/2017 to 9/19/2017 Include all Post Statuses

Include all post dates Include all invoice dates

Include all Invoices
Include all Vendors
Include all Banks
Include all Invoice Attributes
Include all Vendor Attributes

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE PERSONNEL LIST AS OF SEPTEMBER 19, 2017

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Personnel List as of September 19, 2017.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Personnel List as of September 19, 2017 be approved as presented.

Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners adopted at their Meeting dated September 19, 2017.

REC	ORD OF CO	MMISSION	ERS VOTE	
NAME	AYE	NAY	<u>ABSTAIN</u>	ABSENT
Donald R. Brown	1			
Douglas Carlucci	1			
Evelyn Farmer	1			
Erma D. Greene	1			
Rolando R. Lavarro, Jr.	·			1
Daniel Rivera	1			_
Darwin R. Ona				

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN A REDEVELOPMENT AGREEMENT WITH D2KL ASSOCIATES, LLC FOR THE ABANDONED PROPERTY LOCATED AT BLOCK 14103, LOT 54, IN THE SCATTER SITE REDEVELOPMENT AREA (APRA)

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"), authorizing municipalities to place properties meeting the statutory criteria set forth therein on an abandoned property list; and

WHEREAS, the City of Jersey City (the "City") has created an abandoned property list in accordance with the NJURA and the APRA; and

WHEREAS, the property located at 248 Grove Street (Block 14103, Lot 54) (the "Property") was placed on the City's abandoned property list in accordance with the NJURA and the APRA; and

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

WHEREAS, the Agency is authorized under the NJURA, the APRA, and the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL") to acquire abandoned property located within redevelopment areas governed by redevelopment plans and to contract with redevelopers to redevelop such property; and

WHEREAS, in addition to its statutory powers, the Agency has also entered into a contract with the City in which the City has authorized the Agency to take responsibility for acquiring abandoned property included on the City's abandoned property list and in contracting with redevelopers to redevelop such property; and

WHEREAS, D2KL Associates, LLC has expressed interest in redeveloping the Property; and

WHEREAS, the Agency has determined that D2KL Associates, LLC has the proper qualifications and experience to serve as the redeveloper of the Property; and

WHEREAS, On August 16, 2016, the Agency designated D2KL Associates, LLC as the redeveloper of the Property, and now seeks to authorize the Executive Director to sign a Redevelopment Agreement with D2KL Associates, LLC for the redevelopment of the Property.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Jersey City Redevelopment Agency hereby authorizes the Executive Director to execute a Redevelopment Agreement on behalf of the Agency with D2KL Associates, LLC in substantially the form attached hereto; 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, 428 River View Plaza, Trenton NJ 08611 and to D2KL Associates, LLC c/o Paul Kaufman, Esq., 2 Executive Drive, Suite 530, Fort Lee, New Jersey 07024.

	RECORD OF	F COMMISSIO	NERS VOTE	
<u>NAME</u>	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	V			
Douglas Carlucci	V		•	
Evelyn Farmer	-			
Erma Greene	1			
Rolando R. Lavarro, Jr.				
Daniel Rivera	1			
Darwin R. Ona				

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 September 19, 2017.

SECRETARY

