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SOUTH AMBOY REDEVELOPMENT AGENCY

August 05, 2021

6:30 p.m.

140 North Broadway

South Amboy, N.J.

1. Call to Order by Chairperson
2. Chairperson's Statement of Compliance with Open Public Meetings Act (R.S.10:4-6, et seq.)

The Notice requirements provided in the Open Public Meetings Act have been satisfied. Notice of this meeting was published in The Home News & Tribune on **December 9, 2020**, provided to the Star Ledger, filed with the City Clerk and posted in the City Municipal Building on December 9, 2020.

3. Salute to the Flag and Prayer

4. ROLL CALL:

A. CONRAD _____
Z. DATO _____
T. GONSALVES _____
D. KALES _____
K. F. MESZAROS _____
F. MILATTA _____
C. TOOKER _____

E. CHUBENKO* _____
* Executive Director

C. J. COUGHLIN, ESQ.* _____
* General Counsel

5. Correspondence:

6. Grant Activity:

7. Consent Agenda:
 - A. Professional Appointments/Agency Resolutions:
(Resolution to be distributed at meeting.)
 1. 2021-2022 South Amboy Redevelopment Agency Approved Budget Resolution (M: 08-05-2021 :01)
 2. South Amboy Redevelopment Agency Refunding Balance of Escrow to JohnRose FM LLC (M: 08-05-2021 :02)
 3. South Amboy Redevelopment Agency Approving Contract Addendum #2 to the Lease Agreement With The YMCA (M: 08-05-20210 :03)
 - B. Payment of Invoices:
(Bill lists to be distributed at meeting.)
 1. Bill List payable 08/05/2021 – SARA Accounts
 2. Bill List payable 08/05/2021 – ESCROW Accounts
8. Executive Director's Report:
9. Planning Report:
10. Legal Report:
11. Old Business:
12. New Business:
(Minutes to be distributed at meeting.)
 - A. Approval of June 3, 2021 Agency Meeting Minutes
13. Project updates:
14. Discussion:
15. Executive Session:
16. General Comments by Commissioners:
17. General Comments by Public:
18. Adjournment

2021-2022 ADOPTED BUDGET RESOLUTION

South Amboy Redevelopment Agency

(Name)

AUTHORITY

FISCAL YEAR: FROM: July 1, 2021 TO: June 30, 2022

WHEREAS, the Annual Budget and Capital Budget/Program for the South Amboy Redevelopment Agency for the fiscal year beginning July 1, 2021 and ending, June 30, 2022 has been presented for adoption before the governing body of the South Amboy Redevelopment Agency at its open public meeting of July 1, 2021; and

WHEREAS, the Annual Budget and Capital Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

WHEREAS, the Annual Budget as presented for adoption reflects Total Revenues of \$ 730,781, Total Appropriations, including any Accumulated Deficit, if any, of \$ 730,781 and Total Unrestricted Net Position utilized of \$-0-; and

WHEREAS, the Capital Budget as presented for adoption reflects Total Capital Appropriations of \$-0- and Total Unrestricted Net Position planned to be utilized of \$-0-; and

NOW, THEREFORE BE IT RESOLVED, by the governing body of South Amboy Redevelopment Agency, at an open public meeting held on July 1, 2021 that the Annual Budget and Capital Budget/Program of the South Amboy Redevelopment Agency for the fiscal year beginning, July 1, 2021 and, ending, June 30, 2022 is hereby adopted and shall constitute appropriations for the purposes stated; and

BE IT FURTHER RESOLVED, that the Annual Budget and Capital Budget/Program as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services.

(Secretary's Signature)

August 5, 2021
(Date)

Governing Body

Recorded Vote

Member:	Moved	Seconded	Ayes	Nays	Abstain	Absent
Anthony Conrad						
Zusette Dato						
Tony Gonsalves						
Dave Kales						
Kevin Meszaros						
Frank Milatta						
Camille Tooker						

M: 08-05-2021 :02

SOUTH AMBOY REDEVELOPMENT AGENCY

RESOLUTION

REFUNDING BALANCE OF ESCROW to JOHN ROSE FM LLC

WHEREAS, the South Amboy Redevelopment Agency "SARA" will refund the balance of remaining escrow to JohnRose FM LLC in the amount of \$9,189.77 for Block 90, Lots 3 and 6 a.k.a 3630 and 3640 Route 35

NOW, THEREFORE, BE AND IT HEREBY IS RESOLVED by the South Amboy Redevelopment Agency, that the Agency authorizes the refund to JohnRose FM LLC

Kevin F. Meszaros, Chairman

Attested to:

Kelly Wolff, Secretary

Meeting Date: August 5, 2021

Member:	Moved	Seconded	Ayes	Nays	Abstain	Absent
Anthony Conrad						
Zusette Dato						
Tony Gonsalves						
Dave Kales						
Kevin Meszaros						
Frank Milatta						
Camille Tooker						

**RESOLUTION OF THE
SOUTH AMBOY REDEVELOPMENT AGENCY
APPROVING CONTRACT ADDENDUM #2 TO THE LEASE AGREEMENT WITH
THE YMCA FOR THE LEASE OF PROPERTY KNOWN AS THE SOUTH AMBOY
COMMUNITY CENTER**

WHEREAS, the South Amboy Redevelopment Agency (hereafter “SARA”) and the YMCA of Metuchen, Edison, Woodbridge and South Amboy (hereafter “YMCA”) are parties to a lease agreement entered into on or about December 15, 2006 for the lease of the building commonly known as the South Amboy Community Center (the “Premises”); and

WHEREAS, the parties entered into Addendum #1 to the lease agreement on February 23, 2015 to lease an additional portion of the premises to the YMCA; and

WHEREAS, Pursuant to Executive Order #107 signed by Governor Murphy regarding the COVID-19 pandemic, the YMCA was forced to close its doors and stop providing services to the community for four full months, followed by ten months of limited services; and

WHEREAS, the drop in YMCA membership and in the participation in program offerings has had a major impact on their revenues; and

WHEREAS, SARA would like to pursue a way for the YMCA to continue to offer their services which are beneficial to the residents of South Amboy and the community at large; and

WHEREAS, SARA and the YMCA wish to re-negotiate the terms for the remainder of the lease agreement due to the hardship caused by the recent COVID-19 pandemic and its negative impact on the community and its residents; and

WHEREAS, the SARA and YMCA have agreed to a revised rent rate structure which would permit the YMCA to continue their vital programs and services the community deserves; and

WHEREAS, the SARA and YMCA would like to amend the Lease Agreement with Addendum #2 to modify the annual rent terms for the remainder of the Lease and adjust the monthly rate payments, in accordance with this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE SOUTH AMBOY REDEVELOPMENT AGENCY AS FOLLOWS:

1. The SARA hereby authorizes an Addendum #2 to the Lease Agreement with the YMCA for the South Amboy Community Center to modify the annual rent terms for the remainder of the lease.

2. The Chairman is hereby authorized to execute the Addendum #2 to the Lease Agreement with the YMCA, in a form as shall be approved by the Chairman upon advice of Counsel, in substantially the form annexed hereto.

Kevin F. Meszaros, Chairman

Attested to:

Kelly Wolff, Secretary

Meeting Date: August 5, 2021

Member:	Moved	Seconded	Ayes	Nays	Abstain	Absent
Anthony Conrad						
Zusette Dato						
Tony Gonsalves						
Dave Kales						
Kevin Meszaros						
Frank Milatta						
Camille Tooker						

LEASE AGREEMENT BETWEEN
THE SOUTH AMBOY
REDEVELOPMENT AGENCY
AND YMCA
LEASE ADDENDUM NO. 2

THIS ADDENDUM made and entered into as of this ____ day of _____, 2021 BY and BETWEEN the **YMCA** of Metuchen, Edison, Woodbridge and South Amboy, whose address is 483 Middlesex Avenue, Metuchen, New Jersey 08840 (hereinafter called the "YMCA" or the "Tenant"): and The **South Amboy Redevelopment Agency**, whose address is 140 N. Broadway, South Amboy, New Jersey 08879 (hereinafter called "SARA", the "Agency" or the "Landlord"). Together (the "Parties").

WITNESSETH:

WHEREAS, the YMCA and the Agency are parties to a lease agreement (the "Lease"), pursuant to which the YMCA leases a portion of the building commonly known and referred to as the South Amboy Community Center, (the "Premises"); and

WHEREAS, the YMCA and the Agency are also parties to Addendum # 1 to the Lease entered into February 23, 2015 to lease an additional portion of the Premises, and the Agency leased an additional portion of the premises to the YMCA; and

WHEREAS, due to the COVID 19 pandemic and the hardships caused by it, the YMCA and the Agency would like to enter Addendum #2 to the Lease to modify the annual rent terms for the remainder of the Lease; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein the Agency and the YMCA agree as follows:

ARTICLE I
Term

Section 1.1 The terms of this Lease Addendum No. 2 shall commence _____, 2021 (the "Effective Date") and shall terminate at the end of the lease term set forth in the Lease.

ARTICLE II
Annual Rent

Section 2.1 Beginning on the Effective Date of this Addendum, Landlord shall waive rate increases for the remainder of the Lease term and shall adjust the monthly/annual payments as follows:

	Monthly	Annual
2021	\$10,000	\$120,000
2022	\$11,000	\$132,000
2023	\$12,000	\$144,000
2024	\$13,000	\$156,000
2025	\$14,000	\$168,000
2026-2030	\$16,500	\$197,398

Tenant shall make equal monthly payments on the date and in accordance with rent payments pursuant to the Lease, along with any late charges or fees as set forth therein.

ARTICLE III
Other Terms

Section 3.1 All other terms and conditions shall be as set forth in the Lease and Addendum #1.

ARTICLE IV
Notices

Section 4.1 All notices, demands and requests, required or permitted to be given or made under any provisions of this Lease, shall be in writing and shall be given or made by facsimile, overnight courier (e.g. Federal Express) or by mailing same by registered or certified mail, return receipt requested, postage paid as follows:

(a) If to Tenant, addressed to it at:

YMCA of MEWSA
483 Middlesex Avenue
Metuchen, New Jersey 08840
Attn: President &CEO

(b) If to Landlord, addressed to the South Amboy Redevelopment Agency at:

140 North Broadway
South Amboy, New Jersey 08879
Attn: Executive Director

Any such notice, demand or request shall be deemed given or made on the next business day after delivery to the overnight courier and, if mailed, on the third (3rd) business day after the date so mailed. Notwithstanding the foregoing, in the case of an emergency the notice may be given, if practicable, by telephone or by telegram or cablegram, sent to Landlord or Tenant at its respective address or addresses as aforesaid, and such notice shall be deemed given on the day on which the telephone call is made or the day on which the telegram or cablegram is sent, as applicable.

ARTICLE V
Miscellaneous Provisions

Section 5.1 In any case where this Addendum No. 2 shall conflict with the Lease, this Addendum No. 2 shall prevail.

Section 5.2 If any provisions of this Lease shall be determined by a court of competent jurisdiction to be invalid, such determination shall not affect any of the other provisions of this Lease and such other provisions shall remain in force and effect. If any provision of this Lease shall be capable of two constructions, one of which would render the provision valid and the other of which would render it invalid, then such provision shall have the construction and meaning which would render it valid.

Section 5.3 This Lease, and the rights and obligations of the parties hereto, shall be interpreted and construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the date first above written, which date shall be deemed to be and shall be referred to as the date of this Lease.

YMCA of MEWSA

By: _____

Rose Cushing, President and CEO

South Amboy Redevelopment Agency

By: _____

Eric Chubenko, Executive Director