

**SOUTH AMBOY REDEVELOPMENT AGENCY**

October 07, 2021

6:30 p.m.

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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. South Amboy Redevelopment Agency Approving Contract Addendum #2 to the Lease Agreement with The YMCA (M: 10-07-2021 :01)

B. Payment of Invoices:  
*(Bill lists to be distributed at meeting.)*

1. Bill List payable 10/07/2021 – SARA Accounts
2. Bill List payable 10/07/2021 – 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 September 2, 2021 Agency Meeting Minutes

13. Project updates:

14. Discussion:

Parade Committee Donation

15. Executive Session:

16. General Comments by Commissioners:

17. General Comments by Public:

18. Adjournment

**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, 2010 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: October 7, 2021

<b>Member:</b>	<b>Moved</b>	<b>Seconded</b>	<b>Ayes</b>	<b>Nays</b>	<b>Abstain</b>	<b>Absent</b>
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

**South Amboy Redevelopment Agency**  
**BILL LIST**  
**September 3 through October 7, 2021**

12:52 PM  
 10/04/21  
 Accrual Basis

Date	Num	Name	Memo	Account	Amount
<b>Sep 3 - Oct 7, 21</b>					
10/07/2021	2638	PSEG CO	Natural Gas for period 8/4/21 -8/31/2021	560 · Utilities	17.75
10/07/2021	2639	City of South Amboy	Reimburse For Cable/Internet for August and September	432 · Telepho...	150.78
10/07/2021	2640	McManimon, Scotland & Bau...	Gen-On Site Legal Charges	402 · Legal	287.00
10/07/2021	2641	JCP&L	Electric for period 8/19/21 to 9/17/21 at 141 N Broadway	560 · Utilities	154.68
10/07/2021	2642	Treasurer, State of New Jersey	LSR 100001 Category 2 Annual	532 · Treasur...	1,850.00
10/07/2021	2642	Treasurer, State of New Jersey	LSR 100001 GW Media - SRP Annual	532 · Treasur...	1,565.00
10/07/2021	2643	Historic Downtown Property M...	November Rent for 141 N Broadway	540 · Rent	2,476.00
10/07/2021	2644	Historic Downtown Property M...	November Rent-141 N Broadway Additional Unit	540 · Rent	1,156.00
<b>Sep 3 - Oct 7, 21</b>					<b>7,657.21</b>

South Amboy Redevelopment Agency

ESCROW BILL LIST

October 7, 2021

<u>Invoice Date</u>	<u>Check #</u>	<u>Name</u>	<u>Memo</u>	<u>Escrow Account</u>	<u>Amount</u>
09/15/21	1575	McManinon,Scotland,&Baumann	Prof Svcs - through 8/31/2021 inv.184588	5047 - Ashling Redevelopment	2,250.00
<b>TOTAL</b>					\$ 2,250.00

## SOUTH AMBOY REDEVELOPMENT AGENCY

**MINUTES OF THE September 02, 2021 MEETING (the meeting can be viewed on the City website <http://www.southamboynti.gov/gallery#videos-redevelopment>)**

### Public Session

Kevin Meszaros called the meeting to order and led the Agency Commissioners, professionals and attending public in the Salute to the Flag. He then certified that this meeting had been advertised as prescribed by law.

ROLL CALL: Anthony Conrad, Zusette Dato, Dave Kales, Kevin Meszaros, Tony Gonsalves

ABSENT: Frank Milatta, Camille Tooker

Also, in attendance: Eric Chubenko, Executive Director  
Dan Balka, CFO  
Craig Coughlin, Esq.  
Mayor Henry

Anthony Conrad made a motion to amend this evening's bill list to include a \$100,000 check for chrome books. The motion was seconded by Zusette Dato.

ROLL CALL: Conrad – Yes, Dato – Yes; Gonsalves – Yes; Kales – Yes; Meszaros – Yes

Kevin Meszaros introduced the evening's bill list and said the general bill list contained fees for monthly legal services, rent and utilities. (*Agenda Items no. 7.B.1.*)

Zusette Dato made a motion to approve the Bill List. The motion was seconded by Tony Gonsalves.

ROLL CALL: Conrad – Yes, Dato – Yes; Gonsalves – Yes; Kales – Yes; Meszaros – Yes

Kevin Meszaros called for a motion to approve the August 5, 2021, Agency Meeting Minutes (*Agenda item no. 12. A.*)

A motion to approve the August 5, 2021 Agency Meeting Minutes as presented was made by Anthony Conrad. The motion was seconded by David Kales.

ROLL CALL: Conrad – Yes, Dato – Yes; Gonsalves – Abstain; Kales – Yes; Meszaros – Yes

Eric Chubenko updated on various projects. We met with a potential ferry operator and will be presenting to the council. We have had several meetings with developers interested in the latter phases of the Manhattan Beach Project. Woodmont was at the planning board and they are going for a special planning board meeting, they are ready. The dlilabs den property project is not going forward, it has become a highway project.

Kevin Meszaros opened the meeting to the public.

Kevin Meszaros closed the public portion of the meeting.

Kevin Meszaros then requested a Motion to adjourn.

Anthony wanted to thank everyone again for the donation to the South Amboy Board of Education. He stated he was very grateful.

A Motion to adjourn was made by Zusette Dato. Anthony Conrad seconded the Motion.

Voice vote taken: all in favor.

Meeting adjourned.

Submitted by:

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Kelly Wolff