

SOUTH AMBOY REDEVELOPMENT AGENCY

November 2, 2023

6:30 p.m.

140 North Broadway

South Amboy, N.J.

1. Call to Order by Legal Counsel
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, 2022**, provided to the Star Ledger, filed with the City Clerk and posted in the City Municipal Building on **December 9, 2022**.

3. Salute to the Flag and Prayer
4. ROLL CALL:

Commissioner	Present	Absent
Kevin Meszaros (Chair)		
Camille Tooker (Vice Chair)		
Zusette Dato		
Rachael Draudt		
Tony Gonsalves		
Frank Milatta		
Christine Noble		

Also in Attendance:

Eric 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. Resolution of The South Amboy Redevelopment Agency Authorizing an Interim Cost Agreement with LE Development Group LLC **205 Main Street, Block: 62 Lots: 10, 11, and 12.** (corner of Broadway and Main)

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

1. Bill List payable 11/02/2023 – SARA Accounts
2. Bill List payable 11/02/2023 – 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 7, 2023 Agency Meeting Minutes

13. Project updates:

14. Discussion:

15. Executive Session:

16. General Comments by Commissioners:

17. General Comments by Public:

18. Adjournment

SOUTH AMBOY REDEVELOPMENT AGENCY

**RESOLUTION DESIGNATING LE DEVELOPMENT GROUP LLC AS A
CONDITIONAL REDEVELOPER FOR PROPERTY LOCATED AT BLOCK 62, LOTS
10, 11, AND 12 ON THE OFFICIAL TAX MAP OF THE CITY OF SOUTH AMBOY,
MORE COMMONLY KNOWN AS 205 MAIN STREET, AND AUTHORIZING THE
EXECUTION OF AN INTERIM COST AGREEMENT**

WHEREAS, the South Amboy Redevelopment Agency (hereafter the “Agency”) serves as the instrumentality and agency of the City of South Amboy (the “City”) pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-3, *et seq.* (the “LRHL”) for the purpose of implementing redevelopment plans and carrying out redevelopment projects within the City; and

WHEREAS, the Agency has been contacted by LE Development Group LLC, the contract purchaser of property located at Lots 10, 11, and 12 in Block 62, more commonly known as 205 Main Street (the “Property”), about a proposal to develop the Property with a residential apartment project (the “Project”); and

WHEREAS, the Agency wishes to engage in preliminary negotiations with LE Development Group LLC in furtherance of entering into a formal redevelopment agreement (the “Redevelopment Agreement”), with said preliminary negotiations to include the receipt and review of additional Project specific information from LE Development Group LLC as may be requested by the Agency; and

WHEREAS, LE Development Group LLC has agreed to enter into an interim cost agreement to cover the Agency’s costs in connection with said negotiation; and

WHEREAS, the Agency has determined that in order to coordinate the redevelopment of the Property in the most timely and efficient manner, it is in the best interests of the Agency to designate LE Development Group LLC as the conditional redeveloper of the Property (hereinafter, the “Conditional Redeveloper”), pending the negotiation and execution of a more comprehensive Redevelopment Agreement with the Conditional Redeveloper; and

WHEREAS, the Agency desires to authorize the execution of an interim costs agreement with the Conditional Redeveloper (in a form substantially similar to the agreement attached hereto as Exhibit A), to reimburse the Agency for any and all costs incurred by the Agency prior to the execution of a Redevelopment Agreement, including the Agency’s reasonably incurred out-of-pocket fees, costs and expenses for outside professionals or consultants retained by the Agency, related to the designation of the Conditional Redeveloper, negotiation of the terms and conditions of a Redevelopment Agreement and other documents related to the redevelopment of the Property, and the preparation of necessary amendment(s) to the subject redevelopment plan, including, but not limited to, fees for legal, accounting, engineering and planning services, including all such fees, costs and expenses incurred prior to the date of adoption of this resolution (the “Interim Costs”).

NOW, THEREFORE, BE AND IT HEREBY IS RESOLVED by the South Amboy Redevelopment Agency (the "Agency"), as follows:

1. The foregoing recitals are hereby incorporated by reference as if fully set forth herein.

2. LE Development Group LLC (the "Conditioner Redeveloper") is hereby designated as the conditional redeveloper of the Property pending the execution of a Redevelopment Agreement with the Agency, which said designation is contingent upon Conditional Redeveloper providing any additional Project related information as may be requested by the Agency.

3. The within designation is further contingent upon (i) Conditional Redeveloper agreeing to reimburse the Agency for any and all Interim Costs in accordance with the Interim Costs Agreement and (ii) negotiating a formal Redevelopment Agreement between the Agency and Conditional Redeveloper.

4. The Chairman and the Agency secretary be and are hereby authorized to execute the Interim Cost Agreement, attached hereto as Exhibit A, on behalf of the Agency, subject to such additions, deletions, modifications, or amendments deemed necessary after consultation with the Agency's counsel, which additions, deletions, modifications, or amendments do not alter the substantive rights and obligations of the parties thereto, and to take all other necessary and appropriate action to effectuate the foregoing agreements.

5. This Resolution shall take effect immediately.

Kevin F. Meszaros, Chairman

Attested to:

Kelly A. Wolff, Secretary

Meeting Date: November 2, 2023

Member:	Moved	Seconded	Ayes	Nays	Abstain	Absent
Kevin Meszaros (Chair)						
Camille Tooker (Vice Chair)						
Zusette Dato						
Rachael Draudt						
Tony Gonsalves						
Frank Milatta						
Christine Noble						

INTERIM COSTS AGREEMENT

THIS INTERIM COSTS AGREEMENT (the “Interim Cost Agreement”) is entered into this ____ day of _____, 2023, by and between:

THE SOUTH AMBOY REDEVELOPMENT AGENCY, a redevelopment agency of the City of South Amboy (the “City”) located at 140 North Broadway, South Amboy, New Jersey, acting in the capacity of a redevelopment entity pursuant to the provisions of the Local Redevelopment and Housing Law. N.J.S.A. 40A:12A-1, et seq. (the “Act”) and its respective successors and assigns (the “Agency” or “SARA”),

and

LE DEVELOPMENT GROUP LLC, a New Jersey limited liability company with offices at 631 E Palisade Ave. Englewood Cliffs, New Jersey 07632 (together with its successors and assigns, the “Conditional Redeveloper”). The Agency and Conditional Redeveloper each may individually be referred to herein as a “Party,” and collectively as, the “Parties.”

1. Definitions.

- A. Interim Costs. Interim Costs shall include, to the extent applicable, the Agency’s reasonably incurred out-of-pocket fees, costs, and expenses related to the designation of Conditional Redeveloper as the conditional redeveloper of certain property within the City located at Block 62, Lots 10, 11, and 12 on the City’s Official Tax Map, more commonly known as 205 Main Street (the “Property”), and any additional property, if applicable, the negotiation of the terms and conditions of a redevelopment agreement, financial agreement, if applicable, amendments to applicable redevelopment plans, if any, and other documents related to the redevelopment by the Conditional Redeveloper, including, but not limited to fees for legal, accounting, engineering, planning and financial advisory services, for employees, outside professionals, or consultants retained by the Agency, including such fees, costs and expenses incurred prior to the execution of this Interim Costs Agreement.
- B. Administrative Costs. Administrative Costs shall mean costs incurred by the Agency in connection with the day-to-day operations of the Agency, not directly related to the Conditional Redeveloper’s project; included but not limited to consulting, legal, secretarial, administrative, accounting, utility and banking costs and fees.

2. Escrow Account.

Immediately upon the execution of this Interim Costs Agreement, the Conditional Redeveloper shall pay \$10,000.00 to the South Amboy Redevelopment Agency which the Agency shall deposit into an interest-bearing escrow account established by it for the payment of its Administrative and Interim Costs. Said funds shall be dispersed as follows:

- (a) in connection with Interim Costs, prior to the Agency’s withdrawal of funds from the escrow for the payment of its Interim Costs, the Agency shall provide the Conditional Redeveloper with a copy of each invoice reflecting Interim Costs to be paid. Unless the

Conditional Redeveloper within ten (10) days of sending of any such copy, provides a written objection that any invoice item is not an Interim Costs, the Agency shall be free to withdrawn funds from the escrow for the payment of such invoiced services; and

- (b) in connection with Administrative Costs the Agency shall be authorized to deduct \$1,000.00 per month, on or after the 15th day of the month, without prior approval of the Conditional Redeveloper.

If, when and as often as may occur the escrow account is drawn down to or below \$5,000.00, the Conditional Redeveloper, upon the Agency's request, shall immediately replenish the account with an amount equal to the difference between the initial escrow amount and the balance at the time of the notice for use in accordance with these terms. In the event that this Interim Costs Agreement either expires or is cancelled by the Agency: then all escrow monies shall be returned to the Conditional Redeveloper following the payment from the fund of the Agency's Interim Costs incurred up to the time of said expiration or cancellation.

3. Interest Distribution.

Interest earned on the escrowed funds shall be distributed as follows:

1. Any interest less than \$2,500.00 shall be paid to the Agency.
2. Interest over \$2,500.00 shall be paid (i) one-third (1/3) to the Agency for administrative costs and (ii) the balance to the Conditional Redeveloper.

IN WITNESS WHEREOF, the Parties hereto have caused this Interim Costs Agreement to be executed as of the date first above written.

ATTEST:

**THE SOUTH AMBOY
REDEVELOPMENT AGENCY**

By: _____
Kelly A. Wolff, Secretary

By: _____
Kevin Meszaros, Chairman

ATTEST:

LE DEVELOPMENT GROUP LLC

By: _____

By: _____

9:16 AM

10/30/23

Accrual Basis

South Amboy Redevelopment Agency

BILL LIST

September 8 through November 2, 2023

Date	Num	Name	Memo	Account	Amount
Sep 8 - Nov 2, 23					
10/05/2023	2805	City of South Amboy	Reimburse Internet/Phones - SEPTEMBER	432 · Telepho...	160.01
10/05/2023	2805	City of South Amboy	Reimburse Internet/Phones - OCTOBER	432 · Telepho...	160.01
10/05/2023	2806	PSEG CO	Natural Gas 8/3/23-8/31/23 @ 141 N Broadway HISTORY & OFFICE	560 · Utilities	20.52
10/05/2023	2807	PSEG CO	Natural Gas 8/3/23-8/31/23 @ 141 N Broadway ARTS	560 · Utilities	20.52
10/05/2023	2808	JCP&L	Electric for 8/1-9/19/23 @ 141 N Broadway	560 · Utilities	384.54
10/05/2023	2809	Treasurer, State of New Jersey	CAOC Category 2 LSR100001 9/12/2023	532 · Treasur...	1,850.00
10/05/2023	2809	Treasurer, State of New Jersey	GW Media-SRP LSR100001 9/12/2023	532 · Treasur...	1,570.00
10/05/2023	2810	PSEG CO	Natural Gas 9/01-10/02/23 @ 141 N Broadway HISTORY & OFFICE	560 · Utilities	20.52
10/05/2023	2811	PSEG CO	Natural Gas 9/1-10/02/23 @ 141 N Broadway ARTS	560 · Utilities	26.27
10/05/2023	2812	Historic Downtown Property M...	Noveber Rent 141 N Broadway-ARTS & OFFICE	540 · Rent	2,601.00
10/05/2023	2813	Historic Downtown Property M...	NOVEMBER Rent 141 N Broadway addtn'l unit HISTORY	540 · Rent	1,215.00
11/02/2023	2814	Historic Downtown Property M...	Water Charge 5/24 to 8/28 141 N Broadway ARTS & OFFICE	560 · Utilities	33.76
11/02/2023	2814	Historic Downtown Property M...	Water Charge 5/24 to 8/28 141 N Broadway HISTORY	560 · Utilities	33.76
11/02/2023	2815	McManimon, Scotland & Bau...	Review Appraisal Report & Momorandum on Affordable Housing	402 · Legal	180.00
11/02/2023	2816	JCP&L	Electric at 141 N Broadway for 9/20 to 10/18	560 · Utilities	246.43
11/02/2023	2817	Historic Downtown Property M...	DECEMBER Rent 141 N. Broadway-HISTORY	540 · Rent	1,215.00
11/02/2023	2818	Historic Downtown Property M...	DECEMBER Rent-141 N. Broadway ARTS & OFFICE	540 · Rent	2,601.00
					12,338.34
Sep 8 - Nov 2, 23					

South Amboy Redevelopment Agency

ESCROW BILL LIST

Novemeber 2, 2023

<u>Invoice Date</u>	<u>Check #</u>	<u>Name</u>	<u>Memo</u>	<u>Escrow Account</u>	<u>Amount</u>
9/11/2023	1637	McManimon,Scotland,Baumann, LLC	Prof Svcs - 9/1/23-9/30/23 inv #214678	5047- Ashling Redevelopment	690.00
10/4/2023	1638	McManimon,Scotland,Baumann, LLC	Prof Svcs - 8/1/23-8/31/23 inv #213183	5047- Ashling Redevelopment	6,313.50
	1639	Rainone Coughlin Minchello, LLC	Prof Svcs - 8/15/23-8/31/23 inv #16362	5023-Amboy Development, LLC	1,530.00
TOTAL					8,533.50

SOUTH AMBOY REDEVELOPMENT AGENCY
MINUTES OF THE September 07, 2023 MEETING

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: Kevin Meszaros, Zusette Dato, Tony Gonsalves, Christine Noble

ABSENT: Frank Milatta, Camille Tooker, Rachael Draudt

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

Kevin Meszaros introduced this evening's Resolution of The South Amboy Redevelopment Agency Authorizing Lease Extension for 141 N Broadway Unit 2 for a Two (2) Year Term.

A motion to approve this evening's resolution was made by Zusette Dato. Tony Gonsalves seconded the motion.

ROLL CALL: Meszaros – Yes; Dato – Yes; Gonsalves – Yes; Noble - Yes

Kevin Meszaros introduced the evening's bill lists and said the general bill list contained fees for monthly legal services, rent and utilities. (*Agenda Items no. 7.B.1.*) Eric Chubenko stated they are all standard bills for the monthly expenses.

A motion to approve this evening's bill list was made by Tony Gonsalves. Christine Noble seconded the motion.

ROLL CALL: Meszaros – Yes; Dato – Yes; Gonsalves – Yes; Noble - Yes

Kevin Meszaros called for a motion to approve the July 06, 2023, Agency Meeting Minutes (*Agenda item no. 12. A.*)

A motion to approve the July 06, 2023, Agency Meeting Minutes as presented was made by Tony Gonsalves. Zusette Dato seconded the motion.

ROLL CALL: Meszaros – Yes; Dato – Yes; Gonsalves – Yes; Noble - Abstain

Eric Chubenko updated on various projects. We are saddened that Mara's has closed, we are trying to find a use for the property, and we do not want a dense property project. Mayor Henry updated that Council has approved the resolution for construction of the ferry project. We are off and running. Eric Chubenko updated that we are just waiting on Planning Board approval for the parking lot agreement with 200 Broadway.

Eric Chubenko stated he will be away at a conference for the next scheduled meeting, if there is business that needs to be heard we can have a virtual meeting.

Zusette Dato questioned if anything has been submitted for the Mara's property. Eric replied he needs something submitted in writing and they are trying to keep the restaurant open, with the existing 2 units for rental.

Kevin Meszaros opened the meeting to the public.

Mayor Henry wanted to thank the board for all their work and everything they have done, thank you to the City Council all present and past members. It seemed like so many times it wasn't going to happen. Thank you.

Kevin Meszaros closed the public portion of the meeting.

Kevin Meszaros then requested a Motion to adjourn.

A Motion to adjourn was made by Zusette Dato. Seconded by Tony Gonsalves.

Voice vote taken: all in favor.

Meeting adjourned.

Submitted by:

Kelly Wolff