

**SOUTH AMBOY REDEVELOPMENT AGENCY**

August 15, 2024

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 15, 2023**, provided to the Star Ledger, filed with the City Clerk and posted in the City Municipal Building on **December 8, 2023**.

3. Salute to the Flag and Prayer

4. ROLL CALL:

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

Also in Attendance:

Eric Chubenko, Executive Director \_\_\_\_\_

C.J. Coughlin, Esq., General Counsel \_\_\_\_\_

5. Correspondence: LE Development Presentation 205 Main St.

6. Grant Activity:

7. Consent Agenda:

A. Professional Appointments/Agency Resolutions:  
(Resolution to be distributed at meeting.)

SARA Agenda  
August 15, 2024

1. Resolution Authorizing the Extension of a Lease Agreement for 141 North Broadway Unit 1 for a Two (2) Year Term (M: 08-15-2024 :01)
  2. Resolution Designating LE Development Group LLC and Redeveloper of Property Located at Block 62, Lots 10, 11, and 12 (205 Main St) (M: 08-15-2024 :02)
- B. Payment of Invoices:  
*(Bill lists to be distributed at meeting.)*
1. Bill List payable 08/15/2024 – SARA Accounts
  2. Bill List payable 08/15/2024 – 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 25, 2024 Agency Meeting Minutes
13. Project updates:
14. Discussion:
15. Executive Session:
16. General Comments by Commissioners:
17. General Comments by Public:
18. Adjournment

M: 08-15-2024 :01

**RESOLUTION OF THE  
SOUTH AMBOY REDEVELOPMENT AGENCY  
AUTHORIZING THE EXTENSION OF A LEASE AGREEMENT FOR 141  
NORTH BROADWAY UNIT 1 FOR A TWO (2) YEAR TERM**

**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 currently occupies a portion of 141 North Broadway, Unit 1, South Amboy, New Jersey (the “Property”) for use as its main office, pursuant to a lease with Historic Downtown Property Management, LLC (the “Lessor”); and

**WHEREAS**, the Lessor has agreed to extend the lease of the Property for a period of two (2) years at a monthly rate of \$1,275.00 per month from 09/01/2024 to 08/31/2025 and a monthly rate of \$1,338.00 per month from 09/01/2025 to 08/31/2026; and

**WHEREAS**, the Agency has determined that it is in the best interest of the community to continue its lease of the Property from the Lessor by extending its existing lease for a period of two years, and wishes to authorize the negotiation of lease terms and execute a lease extension consistent with the Lessor’s proposal attached hereto as **Attachment A**, subject to the review of the Chairman upon advice of the Agency’s General Counsel, in substantially the form annexed hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the South Amboy Redevelopment Agency (the “Agency”), as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Executive Director is hereby authorized and directed to negotiate lease terms consistent with the Lessor’s proposal attached hereto as **Attachment A**.
3. The Chairman and the Agency secretary be and are hereby authorized to execute said lease extension on behalf of the Agency, provided the lease extension is substantially consistent with **Attachment A** and such other terms and conditions are approved by the Agency’s General Counsel.

\_\_\_\_\_  
Kevin F. Meszaros, Chairman

Attested to:

\_\_\_\_\_  
Kelly Wolff, Secretary

Meeting Date: August 15, 2023

<b><i>Member:</i></b>	<b><i>Moved</i></b>	<b><i>Seconded</i></b>	<b><i>Ayes</i></b>	<b><i>Nays</i></b>	<b><i>Abstain</i></b>	<b><i>Absent</i></b>
Kevin Meszaros (Chair)						
Camille Tooker (Vice Chair)						
Zusette Dato						
Rachael Draudt						
Gary Forshner						
Tony Gonsalves						
Christine Noble						

# Historic Downtown Property Management, LLC

345 10<sup>TH</sup> STREET  
JERSEY CITY, NJ 07302

PHONE (201) 763-5544 FAX (201) 653-2296  
E-MAIL: TENANT@HISTORICDOWNTONWPM.COM

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## **NOTICE OF RENT INCREASE**

*[Notice to Quit]*

08/12/2024

South Amboy Redevelopment Agency  
141 Broadway  
South Amboy, NJ 08879

**1. PRESENT LEASE.** You now rent the above unit 1 at 141 Broadway, South Amboy

**2. PURPOSE OF NOTICE.** Your Landlord wishes to make reasonable changes to your lease, including an increase in your rent if it applies. In order to do this your Landlord must terminate (end) your lease and offer you a new lease at an increased rent and with other reasonable changes. All other terms and provisions of the original lease shall remain in effect.

**3. TERMINATION.** Your present lease will terminate on **August 31, 2024** you must quit and vacate the property as of that date (date of termination). This means you must move out and deliver possession to your Landlord, if you do not plan to renew your lease.

**\*\*If you are not planning to renew your lease, you must notify the Landlord, in writing. 60 days in advance.**

**4. RENT.** You may rent this property after the date of termination as follow:

**09/01/2024-08/31/2025- \$1,275.00**

**09/01/2025-08/31/2026- \$1,338.00**

If the Tenant breaks the lease at anytime Tenant is responsible for the full lease amount. The Rent is due in advance on the first day of every month whether a bill is received or not.

**5. OTHER CHANGES IN YOUR LEASE.**

- a. Term of Lease: 09/01/2024-08/31/2026
- b. Security Deposit. You shall be required to tender \$0.00 as a security deposit on this premise. The security deposit shall be due along with the first month's rent.

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NOTE: If landlord currently holds a security deposit and if you accept the above terms you need only remit that amount necessary to increase your existing security deposit to the proper amount shown above.

Please note that there is an additional security required in the amount of \$0.00

## **NOTICE OF RENT INCREASE**

*[Notice to Quit]*

- c. **Late Charge.** You shall be required to pay a late charge of \$150.00 additional rent for each payment of rent that is more than 15 days late. This late charge will be deemed additional rent and will be due with the monthly rent payment.
- d. **Costs.** You shall be required to pay all costs, including reasonable attorney fees of Sup to \$1,000.00 and costs of suit related to the collection of any amounts due to the landlord by you, or related to any eviction proceeding instituted by the landlord. All such amounts shall be deemed additional rent.

**6. ACCEPTANCE.** If you remain in possession of this rental property after the termination date, it will mean that you accept and agree to this rent increase and all other changes to your lease.

To fulfill your lease obligation all new and renewing residents are required to provide evidence of liability insurance with this Management Company listed as an "additional interest" or "interested party".

**11. Liability Insurance.** The Tenant, at Tenant's own cost and expense, will obtain or provide and keep in full force for the benefit of the Landlord, during the term hereof, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the Premises for injuries to any persons, for limits of not less than \$1,000,000.00 or property damage, \$1,000,000.00 for injuries to one person and \$2,000,000.00 for injuries to more than one person, in any one accident or occurrence. The insurance policies will be with companies authorized to do business in this State and will be delivered to the Landlord, together with proof of payment, not less than fifteen (15) days prior to the commencement of the term hereof or of the date when the Tenant enters in possession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any

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policy, the Tenant will deliver a renewal or replacement policy with proof of the payment of the premium therefore.

**Please make sure you sign this notice in acceptance to the new terms and mail it back to our office.**

Historic Downtown Property Management, LLC

Tenants Acceptance Signature:

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**The South Amboy Redevelopment Agency (SARA)**

M: 08-15-2024 :02

**SOUTH AMBOY REDEVELOPMENT AGENCY**

**RESOLUTION DESIGNATING LE DEVELOPMENT GROUP LLC AS REDEVELOPER OF 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 A REDEVELOPMENT AGREEMENT IN CONNECTION THEREWITH**

**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**, property identified as Block 62, Lots 10, 11, and 12 on the City’s Official Tax Map, which is more commonly known as 205 Main Street, (the “Property”), was previously designated by the City as an area in need of redevelopment under the Redevelopment Law, and is subject to a redevelopment plan known as the Broadway/Main Street Redevelopment Plan (the “Redevelopment Plan”); and

**WHEREAS**, LE Development Group LLC (“LE Development”), the contract purchaser of the Property, proposes to redevelop the Property by constructing thereon a residential building with nineteen (19) units, comprised of thirteen (13) one-bedroom units and six (6) two-bedroom units, and thirty-three (33) on-site parking spaces , of which six (6) will be Electronic Vehicle (EV) Ready parking spaces (the “Project”); and

**WHEREAS**, N.J.S.A. 40A:12A-8 (e) and (f) authorize the Agency to enter into contracts or agreements for the planning, construction or undertaking of any development project or redevelopment work in an area designated as an area in need of redevelopment; and

**WHEREAS**, on November 2, 2023, the Agency designated LE Development (inclusive of its permitted successors and assigns) as the exclusive Conditional Redeveloper of the Property subject to the successful negotiation and execution of a redevelopment agreement between the Agency and LE Development, and the execution of an Interim Cost Agreement to cover the Agency’s costs in connection with said negotiation; and

**WHEREAS**, the Agency and LE Development have negotiated the terms and conditions of a Redevelopment Agreement governing the redevelopment of the Project, including but not limited to the project, design, financing, and construction of the Project, and requiring the payment of a nonrefundable Redevelopment Fee of \$275,000.00 (the “Redevelopment Agreement”); and

**WHEREAS**, after consideration of the need of the City to develop the Project on the Property, the Agency has determined that the proposal which has been submitted by LE Development best serves the overall interests of the City in terms of financial, social, and land use benefits to be derived by the City, within an acceptable timeframe for development, and completion of the Project; and

**WHEREAS**, the Agency desires to designate LE Development as the Redeveloper of the Property, as that term is defined and used in the Redevelopment Law, and to authorize the execution of the Redevelopment Agreement in substantially the same form as that attached hereto as Exhibit A, subject to minor modification or revision, as deemed necessary and appropriate in consultation with the Agency’s legal counsel.

**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 is hereby designated as the “Redeveloper” of the Project, as that term is defined and used in the Redevelopment Law, subject to the execution of the Redevelopment Agreement.
3. The Agency’s Chairman and the Agency secretary are hereby authorized and directed to execute the Redevelopment Agreement with the Redeveloper in substantially the same form as that attached hereto as Exhibit A, with such minor modification or revision, as deemed necessary and appropriate in consultation with the Agency’s legal counsel.
4. As long as the Redevelopment Agreement shall be in effect, the Redeveloper shall be the “Redeveloper” of the Property, as that term is defined and used in the Redevelopment Law.
5. This Resolution shall take effect immediately.

\_\_\_\_\_  
Kevin F. Meszaros, Chairman

Attested to:

\_\_\_\_\_  
Kelly A. Wolff, Secretary

Meeting Date: August 15, 2024

<i>Member:</i>	<i>Moved</i>	<i>Seconded</i>	<i>Ayes</i>	<i>Nays</i>	<i>Abstain</i>	<i>Absent</i>
Kevin Meszaros (Chair)						
Camille Tooker (Vice Chair)						
Zusette Dato						
Rachael Draudt						
Gary Forshner						
Tony Gonsalves						
Christine Noble						

**South Amboy Redevelopment Agency**  
**BILL LIST**  
**June 26 through August 15, 2024**

2:07 PM  
 08/13/24  
 Accrual Basis

Date	Num	Name	Memo	Account	Amount
Jun 26 - Aug 15, 24					
07/01/2024	2873	Historic Downtown Property M...	JULY Rent 141 N Broadway ARTS & OFFICE	540 · Rent	2,601.00
07/01/2024	2874	Historic Downtown Property M...	JULY Rent 141 N Broadway HISTORY	540 · Rent	1,215.00
07/25/2024	2880	Historic Downtown Property M...	Sewer Charges 3/1/24 to 5/31/24 at 141 N Broadway	560 · Utilities	33.28
07/25/2024	2881	PSEG CO	Natural Gas 6/4/24 to 7/3/24 @ 141 N Broadway- ARTS	560 · Utilities	23.29
07/25/2024	2882	PSEG CO	Natural Gas 6/4/24 to 7/3/24 @ 141 N Broadway- HISTORY & OFFICE	560 · Utilities	21.41
07/25/2024	2883	JCP&L	Electric 6/19/22 to 7/18/22 @ 141 N Broadway	560 · Utilities	576.16
07/25/2024	2884	City of South Amboy	Reimburse City for JULY Internet / Phones	432 · Telepho...	160.01
07/25/2024	2884	City of South Amboy	Reimburse City for ReOrg Meeting Advertisement	431 · Newspra...	73.32
07/25/2024	2885	Historic Downtown Property M...	AUGUST Rent @ 141 N Broadway ARTS & Office	540 · Rent	2,601.00
07/25/2024	2886	Historic Downtown Property M...	AUGUST Rent @ 141 N Broadway-Additional Unit HISTORY	540 · Rent	1,275.00
08/15/2024	2887	City of South Amboy	Reimburse City Internet/Phones @ 141 N Broadway-August	432 · Telepho...	160.01
08/15/2024	2888	PSEG CO	Natural Gas for 7/4 to 8/1 ARTS	560 · Utilities	20.23
08/15/2024	2889	PSEG CO	Natural Gas 7/4 to 8/1 HISTORY & OFFICE	560 · Utilities	20.23
08/15/2024	2890	Historic Downtown Property M...	September Rent 141 N Broadway ARTS & OFFICE	540 · Rent	2,666.00
08/15/2024	2891	Historic Downtown Property M...	September Rent 141 N Broadway-HISTORY	540 · Rent	1,275.00
Jun 26 - Aug 15, 24					<u>12,720.94</u>

South Amboy Redevelopment Agency

ESCROW BILL LIST

August 15, 2024

<u>Invoice Date</u>	<u>Check #</u>	<u>Name</u>	<u>Memo</u>	<u>Escrow Account</u>	<u>Amount</u>
5/21/2024	1660	Rainone Coughlin Minchello, LLC	Prof Svcs - through 6/30/24 inv#19656	5048-LE Development-205 Main St	960.00
6/3/2024	1659	Rainone Coughlin Minchello, LLC	Prof Svcs - through 7/31/24 inv#19898	5048-LE Development-205 Main St	360.00
<b>TOTAL</b>					<b>1,320.00</b>

## **SOUTH AMBOY REDEVELOPMENT AGENCY**

### **MINUTES OF THE June 25, 2024 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 Meszaro, Zusette Dato, Rachael Draudt, Gary Forshner, Tony Gonsalves, Christine Noble

ABSENT: Camille Tooker

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

Executive Director Eric Chubenko entertained a motion for resolution 06-25-24 :01, opening the floor for nominations for Chairperson for the agency. Zusette Dato nominated Kevin Meszaros, Christine Noble seconded the motion.

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

Kevin Meszaros called for a motion for 06-25-24 :02, opening the floor for nominations for Vice Chairperson for the agency. Christine Noble nominated Camille Tooker, Zusette Dato seconded the motion.

ROLL CALL: Meszaros – Yes; Dato – Yes; Draudt – Yes; Forshner – Yes; Gonsalves – Yes; Noble – Yes

Kevin Meszaros introduced this evening's resolution 2025 Adopted Budget 06-25-24 :03. Eric Chubenko reminded everyone this is the same budget that was previously approved.

A motion to approve this evening's resolutions 2025 Adopted Budget 06-25-24 :03 was made by Zusette Dato. Rachael Draudt seconded the motion.

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

Kevin Meszaros introduced this evening's resolutions as a consent agenda (resolutions 06-25-24 :04-17). Mr. Meszaros listed the consent agenda.

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

ROLL CALL: Meszaros – Yes; Dato – Yes; Draudt – Yes; Forshner – 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. Rachael Draudt seconded the motion.

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

Kevin Meszaros called for a motion to approve the May 02, 2024, Agency Meeting Minutes (*Agenda item no. 12. A.*)

A motion to approve the May 02, 2024, Agency Meeting Minutes as presented was made by Zuzette Dato. Rachael Draudt seconded the motion.

ROLL CALL: Meszaros – Yes; Dato – Yes; Draudt – Yes; Forshner – Yes; Gonsalves – Yes; Noble - abstain

Eric Chubenko updated that we will have a special meeting in August. We are progressing and working on a couple projects. We are still very active.

Zuzette Dato asked if there is any update on NJ Transit and the demolition of the building on John St. Eric Chubenko responded we are in possession of the property and the \$400,000 from the developer, NJ Transit has protocol everyone has to follow. The demo contract has been awarded we hope it will be down by end of August.

Rachael Draudt asked if anything is happening with the YMCA Solar Panels. Eric Chubenko responded they asked to take more time to review other options and that was 2-3 months ago; to date we haven't heard from them.

Eric Chubenko thanked commissioner Forshner for sharing the new potential DEP Flood Zones. Some projects that are approved, but not built, may be impacted.

Kevin Meszaros closed the public portion of the meeting.

Kevin Meszaros then requested a Motion to adjourn.

A Motion to adjourn was made by Zuzette Dato.

Voice vote taken: All in favor.

Meeting adjourned.

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Submitted by: Kell Wolff