

## 2018 ADOPTED BUDGET RESOLUTION

### South Amboy Redevelopment Agency AUTHORITY

**FISCAL YEAR:**                      **FROM:**                      July 1, 2017                      **TO:**                      June 30, 2018

WHEREAS, the Annual Budget and Capital Budget/Program for the South Amboy Redevelopment Agency for the fiscal year beginning July 1, 2017 and ending, June 30, 2018 has been presented for adoption before the governing body of the South Amboy Redevelopment Agency at its open public meeting of September 7, 2017; and

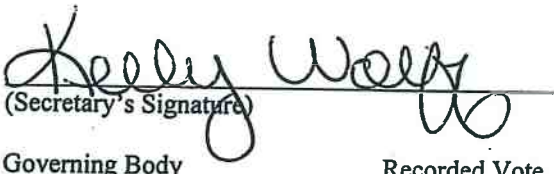
WHEREAS, the Annual Budget and Capital Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of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

WHEREAS, the Annual Budget as presented for adoption reflects Total Revenues of \$ 263,692, Total Appropriations, including any Accumulated Deficit if any, of \$ 385,125 and Total Unrestricted Net Position utilized of \$ 121,433; 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 September 7, 2017 that the Annual Budget and Capital Budget/Program of the South Amboy Redevelopment Agency for the fiscal year beginning, July 1, 2017 and, ending, June 30, 2018 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)

September 7, 2017  
(Date)

Governing Body

Recorded Vote

Member:	Aye	Nay	Abstain	Absent
Kevin Meszaros	✓			
Benjamin Block	✓			
Zusette Dato	✓			
Jack O'Connell				✓
Camille Tooker	✓			
Tony Gonsalves				✓
Frank Milatta				✓

No.: MO9-07-17:02

**SOUTH AMBOY REDEVELOPMENT AGENCY**  
**RESOLUTION**  
**AUTHORIZING EXECUTION**  
**OF AN INTERIM COST AGREEMENT WITH DEVINY EQUITIES, LLC**

**WHEREAS**, the South Amboy Redevelopment Agency (the ("Agency")) has been contacted by the DeViny Equities LLC ("DeViny") about the possibility of developing certain properties within the City of South Amboy, specifically Block 62, Lots 10, 11 and 12, (together or separately the "Property"); and

**WHEREAS**, the Agency is prepared to discuss the possibility of developing the Property, and to negotiate a redevelopment agreement; and

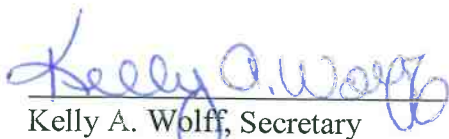
**WHEREAS**, Deviny has agreed to enter into an interim cost agreement to cover the Agency's costs in connection with the negotiation.

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

1. The Agency hereby approves the Interim Cost Agreement substantially in the form of the attached hereto as Schedule 1.
2. The Chairman and the Agency secretary be and are hereby authorized to execute the Interim Cost Agreement substantially thin the form attached hereto as Schedule 1, on behalf of the Agency.

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

Attest To:

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

Meeting Date:

9/7/17

Roll Call

B. Block	<u>✓</u>	<u>yes</u>
Z. Dato (m)	<u>✓</u>	<u>yes</u>
T. Gonsalves	<u>abs</u>	
F. Milatta	<u>abs</u>	
K. Meszaros	<u>✓</u>	<u>yes</u>
J. O'Connell	<u>abs</u>	
C. Tooker (a)	<u>✓</u>	<u>yes</u>

**INTERIM COSTS AGREEMENT** (the "Interim Cost Agreement") dated as of September \_\_\_\_\_, 2017 between

**THE SOUTH AMBOY REDEVELOPMENT AGENCY**, a redevelopment agency of the City of South Amboy, 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"),

And

**DEVINY EQUITIES LLC**, a New Jersey limited liability company, its successors and assigns, with offices located at 701 Cross Street, Suite 238, Lakewood, New Jersey 08701 ("DeViny" or the "Redeveloper"), collectively the ("Parties")

1. Definitions.

- A. **Interim Costs.** Interim Costs shall include the Agency's reasonably incurred out-of-pocket fees, costs and expenses related to the negotiation of the terms and conditions of a redevelopment agreement, financial agreement and other documents related to the redevelopment of certain property within the City, specifically, Block 62, Lots 10, 11 and 12 (the "Property") by the Redeveloper, including but not limited to fees for legal, accounting, engineering, planning and financial advisory services, including such fees, costs and expenses incurred prior to the execution of this Interim Costs and 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 Redeveloper's project; including 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 Redeveloper shall pay \$5,000.00 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) Prior to the Agency's withdrawal of funds from the escrow for the payment of Interim Costs, the Agency shall provide the Redeveloper with a copy of each invoice reflecting Interim Costs to be paid. Unless the Redeveloper within 15 days of sending any such copy, provides a written objection that any invoiced item is not an Interim Costs, the Agency shall be free to withdraw funds from the escrow for the payment of such invoices services;

If, when and as often as may occur the escrow account is drawn down to or below \$2,000.00 the Redevelopment 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 Redeveloper flowing the payment from the fund of the Agency's Interim Costs incurred up to the time of said expiration or cancellation.

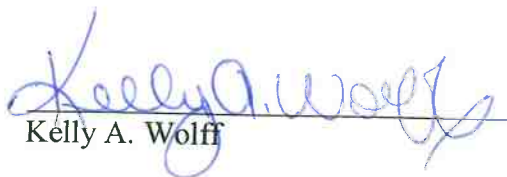
3. Interest Distribution.

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

1. Any less than \$5,000.00 shall be paid to the Agency.
2. Interest over \$5,000.00 shall be paid (i) one-third (1/3) to the Agency for administrative costs and (ii) the balance to the redeveloper.

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

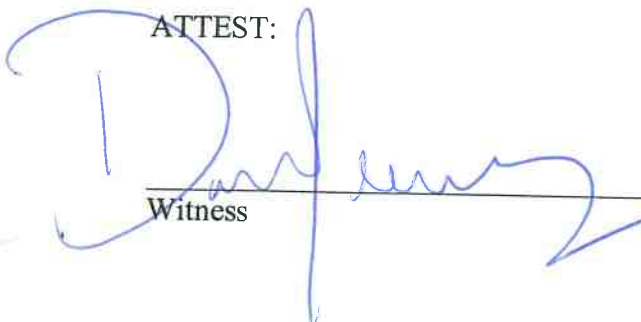
ATTEST:

  
Kelly A. Wolff

SOUTH AMBOY REDEVELOPMENT  
AGENCY

By:   
Kevin Meszaros, Chairperson

ATTEST:

  
Witness

<sup>M</sup>  
DEVINY EQUITIES, LLC

By:   
, Managing Member

RESOLUTION NO: M8-03-17 :01

**SOUTH AMBOY REDEVELOPMENT AGENCY**

**RESOLUTION OF THE SOUTH AMBOY REDEVELOPMENT AGENCY REGARDING THE  
DELAYED INTRODUCTION OF THE 2018 BUDGET**

WHEREAS, the South Amboy Redevelopment Agency is required to approve its annual budget at least 60 days prior to the end of its current fiscal year; and

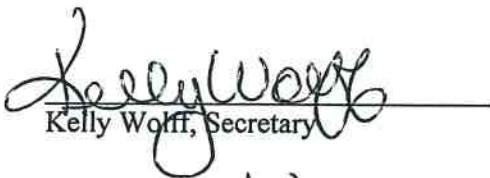
WHEREAS, in order to accurately prepare its budget for the fiscal year ended June 30, 2018, the Agency was required to delay the introduction of the budget for the purpose of verifying its available revenue sources; and

WHEREAS, the Agency will subsequently approve and adopt the budget for the fiscal year ended June 30, 2018 on or before September 30, 2017.

NOW, THEREFORE, BE IT RESOLVED, that this resolution be forwarded to the Bureau of Authority Regulation, Division of Local Government Services, State of New Jersey.

  
Kevin F. Meszaros, Chairman

Attested to:

  
Kelly Wolff, Secretary

Meeting Date 8/3/17

Member:	Aye	Nay	Abstain	Absent
Kevin Meszaros	✓			
Benjamin Block (M)	✓			
Zusette Dato	✓			
Jack O'Connell				✓
Camille Tooker	✓			
Tony Gonsalves (S)	✓			
Frank Milatta	i		✓	



## 2018 AUTHORITY BUDGET RESOLUTION

### South Amboy Redevelopment Agency

(Name)

**FISCAL YEAR:**      **FROM:**      July 1, 2017      **TO:**      June 30, 2018

WHEREAS, the Annual Budget and Capital Budget for the South Amboy Redevelopment Agency for the fiscal year beginning, July 1, 2017 and ending, June 30, 2018 has been presented before the governing body of the South Amboy Redevelopment Agency at its open public meeting of August 3, 2017; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$ 263,692, Total Appropriations, including any Accumulated Deficit if any, of \$ 385,125 and Total Unrestricted Net Position utilized of \$ 121,433; and

WHEREAS, the Capital Budget as introduced reflects Total Capital Appropriations of \$-0- and Total Unrestricted Net Position planned to be utilized as funding thereof, of \$-0-; and

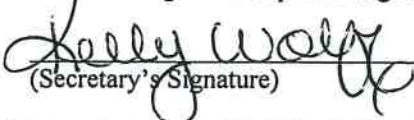
WHEREAS, the schedule of rates, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations to the holders of bonds of the Authority, to meet operating expenses, capital outlays, debt service requirements, and to provide for such reserves, all as may be required by law, regulation or terms of contracts and agreements; and

WHEREAS, the Capital Budget/Program, pursuant to N.J.A.C. 5:31-2, does not confer any authorization to raise or expend funds; rather it is a document to be used as part of the said Authority's planning and management objectives. Specific authorization to expend funds for the purposes described in this section of the budget, must be granted elsewhere; by bond resolution, by a project financing agreement, by resolution appropriating funds from the Renewal and Replacement Reserve or other means provided by law.



NOW, THEREFORE BE IT RESOLVED, by the governing body of the South Amboy Redevelopment Agency, at an open public meeting held on August 3, 2017 that the Annual Budget, including all related schedules, and the Capital Budget/Program of the South Amboy Redevelopment Agency for the fiscal year beginning, July 1, 2017 and ending, June 30, 2018 is hereby approved; and

BE IT FURTHER RESOLVED, that the anticipated revenues as reflected in the Annual Budget are of sufficient amount to meet all proposed expenditures/expenses and all covenants, terms and provisions as stipulated in the said Authority's outstanding debt obligations, capital lease arrangements, service contracts, and other pledged agreements; and

BE IT FURTHER RESOLVED, that the governing body of the South Amboy Redevelopment Agency will consider the Annual Budget and Capital Budget/Program for adoption on September 7, 2017.

  
(Secretary's Signature)

August 3, 2017  
(Date)

Member:	Aye	Nay	Abstain	Absent
Kevin Meszaros	✓			
Benjamin Block 	✓			
Zusette Dato	✓			
Jack O'Connell				✓
Camille Tooker 	✓			
Tony Gonsalves	✓			
Frank Milatta			✓	

**SOUTH AMBOY REDEVELOPMENT AGENCY**

**RESOLUTION**

**AUTHORITY BUDGET DELAYED INTRODUCTION**

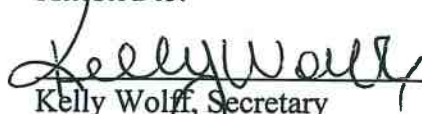
**WHEREAS**, the South Amboy Redevelopment Agency is required to approve its annual budget at least 60 days prior to the end of its current fiscal year; and

**WHEREAS**, in order to accurately prepare its budget for the fiscal year ending June 30, 2017, the Agency delayed the introduction of the budget for the purpose of verifying its available revenue sources; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the Agency that this resolution be forwarded to the bureau of Authority Regulation, Division of Local Government Services, State of New Jersey.

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

Attested to:

  
Kelly Wolff, Secretary

Meeting Date: 6/1/17

ROLL CALL:

Consent	
B. Block Not in	✓
Z. Dato	✓
T. Gonsalves	Consent
K. Meszaros	✓
J. O'Connell	Consent
C. Tooker 2nd	✓



SOUTH AMBOY REDEVELOPMENT AGENCY

RESOLUTION NO. M 06-01-17 :02

RE: 2018 Temporary Budget

WHEREAS, N.J.A.C. 5:31-2.5 provides that where any contracts, commitments or payments are required to be made prior to the adoption of the budget, temporary appropriations should be made to provide for the period between the beginning of the fiscal year and the adoption of the budget; and

WHEREAS, it is anticipated that the budget will be approved by the Division of Local Government Services; and adopted no later than September 30, 2017; and

WHEREAS, the temporary appropriations adopted pursuant to this chapter do not exceed the total of appropriations made for all purposes in the budget for the 2017 fiscal year exclusive of all interest and debt redemption charges maturing subsequent to the end of the fiscal year and prior to the date of adoption of the budget; and

WHEREAS, the temporary appropriation in this resolution is less than the total appropriation for the preceding fiscal year,

NOW, THEREFORE, BE IT RESOLVED, that the following temporary appropriations be made for the 2018 fiscal year:

Administration:

Other Expenses	<u>\$24,000</u>
Total Administration	<u>24,000</u>

Cost of Providing Services:

Other Expenses	<u>3,500</u>
Total Cost of Providing Services	<u>3,500</u>
Total Operating Appropriations	<u>\$27,500</u>

Debt Service:

Bond Principal	\$70,000
Bond Interest	<u>51,975</u>
Total Debt Service	<u>\$121,975</u>
Total Operating Appropriations and Debt Service	<u>\$149,475</u>

Approved 6-1-17  
(Date)

ATTEST:

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

RESOLUTION NO. M 06-01-17 :03

**SOUTH AMBOY REDEVELOPMENT AGENCY**

**RESOLUTION**

**APPOINTING A CHAIRMAN**


**BE IT RESOLVED** by the South Amboy Redevelopment Agency that Kevin F. Meszaros is hereby appointed as the Chairman for the year July 1, 2017 through June 30, 2018.

**BE IT FURTHER RESOLVED, that** the Chairman shall have all the responsibility and authority set forth in the Agency By-Laws and New Jersey statutes.

**BE IT FURTHER RESOLVED,** that this Resolution shall take effect immediately.

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

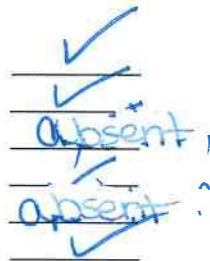
Attested to:

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

Meeting Date: 6/1/17

ROLL CALL:

B. Block  
Z. Dato  
T. Gonsalves  
K. Meszaros  
J. O'Connell  
C. Tooker

  
✓  
✓  
absent  
absent  
✓

OT NOMIATE QND

**SOUTH AMBOY REDEVELOPMENT AGENCY**

**RESOLUTION**

**APPOINTING A VICE-CHAIRMAN**

**BE IT RESOLVED** by the South Amboy Redevelopment Agency that Benjamin Block is hereby appointed as the Vice-Chairman for the year July 1, 2017 to June 30, 2018.

**BE IT FURTHER RESOLVED, that** the Vice-Chairman shall have all the responsibility and authority set forth in the Agency By-Laws and New Jersey statutes.

**BE IT FURTHER RESOLVED,** that this Resolution shall take effect immediately.



Kevin F. Meszaros, Chairman

Attested to:

  
Kelly Wolff, Secretary

Meeting Date:

6/1/17

ROLL CALL:

B. Block  
Z. Dato  
T. Gonsalves  
K. Meszaros  
J. O'Connell  
C. Tooker

✓  
Motion  
absent  
✓  
absent  
and ✓

**SOUTH AMBOY REDEVELOPMENT AGENCY**

**RESOLUTION**

**DESIGNATING OFFICIAL BANK**

**WHEREAS**, the South Amboy Redevelopment Agency (the "Agency") pursuant to N.J.S.A. 40A: 12A- 1 *et seq.* is a validly created municipal entity in the State of New Jersey; and

**WHEREAS**, the Agency has been charged by the South Amboy City Council with the responsibility of redeveloping the City's waterfront and related properties; and

**NOW, THEREFORE, IT IS RESOLVED**, by the South Amboy Redevelopment Agency that the following banks are designated as the Agency's official depositories of funds for the fiscal year July 1, 2017-June 30, 2018:

- 1) Amboy National Bank
- 2) The Provident Bank

**BE IT FURTHER RESOLVED**, that this resolution shall be effective immediately.

**BE IT FURTHER RESOLVED**, that an executed copy of this Resolution shall be filed with the minutes of the meeting at which this Resolution was approved and a separate copy shall be placed on file by the Secretary as evidence of the Agency's action in this regard.

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

Attested to:

Kelly Wolff  
Kelly Wolff, Secretary

Meeting Date: 6/1/17

ROLL CALL:

B. Block	<u>✓</u>
Z. Dato <i>mc</i>	<u>✓</u>
T. Gonsalves	<u>absent</u>
K. Meszaros	<u>✓</u>
J. O'Connell	<u>absent</u>
C. Tooker <i>Noting</i>	<u>✓</u>

RESOLUTION NO. M 06-01-17 :06

**SOUTH AMBOY REDEVELOPMENT AGENCY**

**RESOLUTION**

**DESIGNATING OFFICIAL NEWSPAPERS**

**BE IT RESOLVED** by the South Amboy Redevelopment Agency that the following newspapers are hereby designated the official newspapers of the Agency for the fiscal year July 1, 2017-June 30, 2018:

- (1) The Home News and Tribune
- (2) The Star Ledger

**BE, IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

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

Attested to:

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

Meeting Date: 6/1/17

ROLL CALL:

B. Block	Not in	<input checked="" type="checkbox"/>
Z. Dato		<input checked="" type="checkbox"/>
T. Gonsalves		<input checked="" type="checkbox"/> absent
K. Meszaros		<input checked="" type="checkbox"/>
J. O'Connell		<input checked="" type="checkbox"/> absent
C. Tooker	mc	<input checked="" type="checkbox"/>



**SOUTH AMBOY REDEVELOPMENT AGENCY**

**RESOLUTION**

**AWARDING OF A PROFESSIONAL SERVICES  
CONTRACT PURSUANT TO A FAIR AND OPEN PROCESS**

**WHEREAS**, N.J.S.A. 19-44a-20.4 et seq., The "New Jersey Local Pay-to Play" Law (the "Statute") establishes certain requirements for retaining professional services; and

**WHEREAS**, the South Amboy Redevelopment Agency (the "Agency") is in need of certain legal services to assist the Agency in connection with various legal matters; and

**WHEREAS**, the Agency has undertaken a fair and open process as defined in the Statute to obtain candidates to provide said services; and

**WHEREAS**, the Agency has reviewed the submission of the candidate(s), and determined in accordance with established criteria that Rainone Coughlin Minchello ("RCM") is the best qualified candidate for the position; and

**WHEREAS**, Coughlin has proposed to provide the services, described in the attached proposal for a sum not to exceed \$30,600.00 (exclusive of separate specific engagements for special matters as determined by the Agency from time to time); and

**WHEREAS**, in accordance with the Local Public Contracts Law and the Regulations promulgated thereunder, N.J.A.C. 5:34-1 et seq., the Agency desires to retain Coughlin to provide the services set forth in the proposal annexed hereto and incorporated herein; and

**WHEREAS**, as required by N.J.A.C. 5:34-5.5 et seq., prior to the undertaking of any services specified herein, the Agency Treasurer shall certify in writing the availability of the sum

of \$ 30,600.00 therefore and a copy of said certification shall be attached to this resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the SOUTH AMBOY REDEVELOPMENT AGENCY that Rainone Coughlin Minchello shall be and is hereby retained to represent the Agency in the capacity of General Counsel for the period July 1, 2017 through June 30, 2018, and to perform the duties set forth in the attached proposal, at the rate of \$2,500.00 per month and limited in aggregate to an amount not to exceed \$ 30,600.00, (exclusive of separate specific engagements for special matters as determined by the Agency from time to time); SUBJECT TO the attachment to this Resolution of the certification of the Agency Treasurer as to the availability and source of the funds as required by N.J.A.C. 5:34-5.5 et seq.

**BE IT FURTHER RESOLVED**, that. subject to the attachment of the certifications referred to above, the Chairman and the Agency Secretary are hereby authorized to execute the attached Agreement.

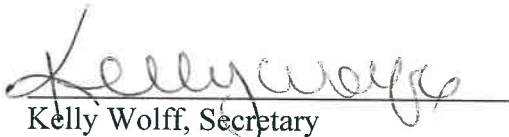
**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

**BE IT FURTHER RESOLVED** that the Agency Secretary is hereby authorized and directed to cause notice of this resolution as required by N.J.S.A. 40A:11-5(1)(a) to be published in an appropriate newspaper.



Kevin F. Meszaros, Chairman

Attested to:

  
Kelly Wolff, Secretary

Meeting Date:

6/1/17

ROLL CALL:

B. Block

Z. Dato

T. Gonsalves

K. Meszaros

J. O'Connell

C. Tooker

2nd

Motion

✓  
✓  
absent  
absent  
✓

**SOUTH AMBOY REDEVELOPMENT AGENCY**

**RESOLUTION**

**APPROVING QUALIFIED RESPONDANTS TO PERFORM ARCHITECTURAL SERVICES-PURSUANT TO A FAIR AND OPEN PROCESS**

**WHEREAS**, N.J.S.A. 19-44a-20.4 et seq., The "New Jersey Local Pay-to Play" Law (the "Statute") establishes certain requirements for retaining professional services; and

**WHEREAS**, the South Amboy Redevelopment Agency (the "Agency") is in need of architectural services from time to time to assist the Agency in connection with various redevelopment and other projects; and

**WHEREAS**, the Agency has undertaken a fair and open process as defined in the Statute to obtain candidates to provide said services; and

**WHEREAS**, the Agency has reviewed the submission of the candidates, and determined in accordance with established criteria that the firm of Musial Group, P.A., Mountainside, New Jersey and Michael V. Testa, Manalapan, New Jersey are qualified for the position, (the "Qualified Firms"); and

**WHEREAS**, the Qualified Firms has proposed to provide the services, described in the attached proposals, Schedule 1, at the rates set forth therein; and

**WHEREAS**, in accordance with the Local Public Contracts Law and the Regulations promulgated thereunder, N.J.A.C. 5:34-1 et seq., the Agency desires to designate the Qualified Firms as architects to provide the services set forth in the proposal annexed hereto and incorporated herein from time to time, as required; and

**WHEREAS**, as required by N.J.A.C. 5:34-5.5 et seq., prior to the undertaking of any services specified herein, a letter of engagement specifying the exact services and the not to exceed amount shall be authorized by the Agency, and the Agency Treasurer shall certify in writing the availability of the funds.

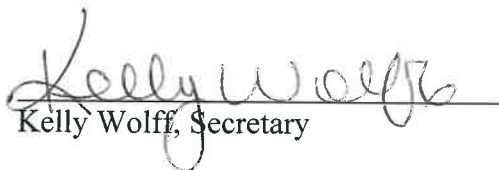
**NOW, THEREFORE, BE IT RESOLVED** by the SOUTH AMBOY REDEVELOPMENT AGENCY that Musial Group,, P.A. and Michael V. Testa, Architect; shall be and are hereby approved to represent the Agency in the capacity of Architect for the period July 1, 2017 through June 30, 2018, and to perform the duties as determined by the Agency in separately determined amounts.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

**BE IT FURTHER RESOLVED** that the Agency Secretary is hereby authorized and directed to cause notice of this resolution as required by N.J.S.A. 40A:11-5(1)(a) to be published in an appropriate newspaper.

  
Kevin F. Meszaros, Chairman

Attested to:

  
Kelly Wolff, Secretary

Meeting Date: 6/1/17

ROLL CALL:

B. Block	<input checked="" type="checkbox"/>
S. Dato (2)	<input checked="" type="checkbox"/>
T. Gonsalves	absent
K. Meszaros	<input checked="" type="checkbox"/>
J. O'Connell	absent
C. Tooker	<input checked="" type="checkbox"/>

Motion

**SOUTH AMBOY REDEVELOPMENT AGENCY**

**RESOLUTION**

**AWARDING OF A PROFESSIONAL SERVICES-AUDITING  
CONTRACT PURSUANT TO A FAIR AND OPEN PROCESS**

**WHEREAS**, N.J.S.A. 19-44a-20.4 et seq., The "New Jersey Local Pay-to Play" Law (the "Statute") establishes certain requirements for retaining professional services; and

**WHEREAS**, the South Amboy Redevelopment Agency (the "Agency") is in need of auditing; and accounting services to the Agency in connection with the annual budget and various matters; and

**WHEREAS**, the Agency has undertaken a fair and open process as defined in the Statute to obtain candidates to provide said services; and

**WHEREAS**, the Agency has reviewed the submission of the candidate, and determined in accordance with established criteria that Lerch, Vinci and Higgins is the best qualified candidate for the position; and

**WHEREAS**, Lerch, Vinci and Higgins has proposed to provide the auditing services, described in the attached agreement for a sum not to exceed \$ 8,900.00; and accounting support services on an individual engagement basis, in accordance with the rate schedule included in the proposal

**WHEREAS**, in accordance with the Local Public Contracts Law and the Regulations promulgated thereunder, N.J.A.C. 5:34-1 et seq., the Agency desires to retain Lerch, Vinci and Higgins to provide the services set forth in the proposal annexed hereto and incorporated herein;



and

**WHEREAS**, as required by N.J.A.C. 5:34-5.5 et seq., prior to the undertaking of any services specified herein , the Agency Treasurer shall certify in writing the availability of the sum of \$ 8,900.00 therefore and a copy of said certification shall be attached to this resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the SOUTH AMBOY REDEVELOPMENT AGENCY that Lerch, Vinci and Higgins shall be and is hereby retained to perform auditing services, and accounting support services, for the Agency for the period July 1, 2017 through June 30, 2018, and to perform the duties set forth in the attached engagement letter and limited in aggregate to an amount not to exceed \$ 8,900.00, SUBJECT TO the attachment to this Resolution of the certification of the Agency Treasurer as to the availability and source of the funds as required by N.J.A.C. 5:34-5.5 et seq.

**BE IT FURTHER RESOLVED**, that. subject to the attachment of the certifications referred to above, the Chairman and the Agency Secretary are hereby authorized to execute the attached Agreement.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

**BE IT FURTHER RESOLVED** that the Agency Secretary is hereby authorized and directed to cause notice of this resolution as required by N.J.S.A. 40A:11-5(1)(a) to be published in an appropriate newspaper.

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

Attested to:

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

Meeting Date: 6/1/17

ROLL CALL:

B. Block	2nd	✓
Z. Dato		✓
T. Gonsalves		absent
K. Meszaros		✓
J. O'Connell		absent
C. Tooker	Motion	✓

as amended

**SOUTH AMBOY REDEVELOPMENT AGENCY**

**RESOLUTION**

**APPROVING QUALIFIED RESPONDANTS TO PERFORM PROFESSIONAL SERVICES-ENVIRONMENTAL ENGINEERING PURSUANT TO A FAIR AND OPEN PROCESS**

**WHEREAS**, N.J.S.A. 19-44a-20.4 et seq., The "New Jersey Local Pay-to Play" Law (the "Statute") establishes certain requirements for retaining professional services; and

**WHEREAS**, the South Amboy Redevelopment Agency (the "Agency") is in need of environmental engineering services from time to time to assist the Agency in connection with various redevelopment and other projects; and

**WHEREAS**, the Agency has undertaken a fair and open process as defined in the Statute to obtain candidates to provide said services; and

**WHEREAS**, the Agency has reviewed the submission of the candidates, and determined in accordance with established criteria that the firms of Prestige Environmental, Inc., Somerset, New Jersey; Potomac Hudson Environmental, Inc., South Amboy, New Jersey; Remmington, Vernick, Vena, Old Bridge, New Jersey; TRC Environmental Corporation, New Providence, New Jersey; Excel Environmental Resources, Inc North Brunswick, New Jersey; Brockernoff Environmental Services, LLC, Washington, New Jersey; and French and Parrello Associates Inc., Wall, New Jersey, are qualified candidate for the position of environmental engineer, (the "Qualified Firms"); and

**WHEREAS**, the Qualified Firms have each proposed to provide the services, described

in the attached proposals, at the rates set forth therein; and

**WHEREAS**, in accordance with the Local Public Contracts Law and the Regulations promulgated thereunder, N.J.A.C. 5:34-1 et seq., the Agency desires to approve the Qualified Firms as environmental engineers to provide the services set forth in their respective proposals annexed hereto and incorporated herein; and

**WHEREAS**, as required by N.J.A.C. 5:34-5.5 et seq., prior to the undertaking of any services specified herein, a letter of engagement specifying the exact services and the not to exceed amount shall be authorized by the Agency, and the Agency Treasurer shall certify in writing the availability of the funds.

**NOW, THEREFORE, BE IT RESOLVED** by the SOUTH AMBOY REDEVELOPMENT AGENCY that Prestige Environmental, Inc., Potomac Hudson Environmental, Inc.; Remington, Vernick, Vena; TRC Environmental Corporation; Excel Environmental Resources, Inc.; Brockernoff Environmental Services, LLC and French and Parrello Associates Inc. shall be and are hereby approved to represent the Agency in the capacity of Environmental Engineer for the period July 1, 2017 through June 30, 2018, and to perform the duties as determined by the Agency in separately determined amounts.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

**BE IT FURTHER RESOLVED** that the Agency Secretary is hereby authorized and directed to cause notice of this resolution as required by N.J.S.A. 40A:11-5(1)(a) to be published in an appropriate newspaper.

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

Attested to:

Kelly Wolff  
Kelly Wolff, Secretary

Meeting Date: 6/1/17

ROLL CALL:

B. Block	2nd	✓
Z. Dato	Motion	✓
T. Gonsalves		absent
K. Meszaros		✓
J. O'Connell		absent
C. Tooker		✓

**SOUTH AMBOY REDEVELOPMENT AGENCY**

**RESOLUTION**

**APPROVING QUALIFIED RESPONDANTS TO PERFORM SERVICES AS A  
FINANCIAL ADVISOR-PURSUANT TO A FAIR AND OPEN PROCESS**

**WHEREAS**, N.J.S.A. 19-44a-20.4 et seq., The "New Jersey Local Pay-to Play" Law (the "Statute") establishes certain requirements for retaining professional services; and

**WHEREAS**, the South Amboy Redevelopment Agency (the "Agency") is in need of financial advisory services from time to time to assist the Agency in connection with various redevelopment and other projects; and

**WHEREAS**, the Agency has undertaken a fair and open process as defined in the Statute to obtain candidates to provide said services; and

**WHEREAS**, the Agency has reviewed the submission of the candidates, and determined in accordance with established criteria that the firm of Acacia Financial Group, Inc, Marlton, New Jersey and NW Financial Group, LLC, Hoboken, New Jersey are qualified for the position, (the "Qualified Firm"); and

**WHEREAS**, the Qualified Firms has proposed to provide the services, described in the attached proposals, at the rate set forth therein; and

**WHEREAS**, in accordance with the Local Public Contracts Law and the Regulations promulgated thereunder, N.J.A.C. 5:34-1 et seq., the Agency desires to designate the Qualified Firm to provide the services set forth in their proposal annexed hereto and incorporated herein from time to time, as required; and



**WHEREAS**, as required by N.J.A.C. 5:34-5.5 et seq., prior to the undertaking of any services specified herein, a letter of engagement specifying the exact services and the not to exceed amount shall be authorized by the Agency, and the Agency Treasurer shall certify in writing the availability of the funds.


**NOW, THEREFORE, BE IT RESOLVED** by the SOUTH AMBOY REDEVELOPMENT AGENCY that, Acacia Financial Group, Inc and N W Financial Group shall be and are hereby approved to represent the Agency in the capacity of financial advisors for the period July 1, 2017 through June 30, 2018, and to perform the duties as determined by the Agency in separately determined amounts.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

**BE IT FURTHER RESOLVED** that the Agency Secretary is hereby authorized and directed to cause notice of this resolution as required by N.J.S.A. 40A:11-5(1)(a) to be published in an appropriate newspaper.

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

Attested to:

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

Meeting Date: 6/1/17

ROLL CALL:

B. Block  
Z. Dato *nd*  
T. Gonsalves  
K. Meszaros

<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>

*absent*

J. O'Connell  
C. Tooker

absent  
(m) r

**SOUTH AMBOY REDEVELOPMENT AGENCY**

**RESOLUTION**

**APPROVING QUALIFIED RESPONDANTS TO PERFORM PROFESSIONAL  
SERVICES-SPECIAL LEGAL COUNSEL PURSUANT TO A FAIR AND OPEN  
PROCESS**

**WHEREAS**, N.J.S.A. 19-44a-20.4 et seq., The "New Jersey Local Pay-to Play" Law (the "Statute") establishes certain requirements for retaining professional services; and

**WHEREAS**, the South Amboy Redevelopment Agency (the "Agency") is in need of certain Special Legal Counsel services to assist the Agency in connection with specialized areas of the law including but not limited to financing in connection with redevelopment projects, litigation, and bonding; and

**WHEREAS**, the Agency has undertaken a fair and open process as defined in the Statute to obtain candidates to provide said services; and

**WHEREAS**, the Agency has reviewed the submission of the candidates, and determined in accordance with established criteria that the Firms of McManimon, Scotland, and Baumann Roseland, New Jersey and DeCotiis, FitzPatrick, Cole & Giblin, LLP, Teaneck, New Jersey are qualified candidates for the position, (the "Qualified Firms"); and

**WHEREAS**, the Qualified Firms has proposed to provide the services, described in the

attached proposals, at the rates set forth therein; and

**WHEREAS**, in accordance with the Local Public Contracts Law and the Regulations promulgated thereunder, N.J.A.C. 5:34-1 et seq., the Agency desires to approve the Qualified Firms as special counsel to provide the services set forth in the proposal annexed hereto and incorporated herein; and

**WHEREAS**, as required by N.J.A.C. 5:34-5.5 et seq., prior to the undertaking of any services specified herein, a letter of engagement specifying the exact services and the not to exceed amount shall be authorized by the Agency, and the Agency Treasurer shall certify in writing the availability of the funds.

**NOW, THEREFORE, BE IT RESOLVED** by the SOUTH AMBOY REDEVELOPMENT AGENCY that the Firms of McManimon, Scotland and Baumann and DeCotiis, FitzPatrick, Cole & Giblin are hereby retained to represent the Agency in the capacity of Special Counsel for the period July 1, 201~~6~~<sup>7</sup> through June 30, 201~~7~~<sup>8</sup>, and to perform the duties as determined by the Agency from time to time, at separately determined amounts.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

**BE IT FURTHER RESOLVED** that the Agency Secretary is hereby authorized and directed to cause notice of this resolution as required by N.J.S.A. 40A:11-5(1)(a) to be published in an appropriate newspaper.

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

Attested to:

Kelly Wolff  
Kelly Wolff, Secretary

Meeting Date: 6/1/17

ROLL CALL:

B. Block	<input checked="" type="checkbox"/>
Z. Dato (M)	<input checked="" type="checkbox"/>
T. Gonsalves	absent
K. Meszaros	<input checked="" type="checkbox"/>
J. O'Connell	absent
C. Tooker (M)	<input checked="" type="checkbox"/>

**SOUTH AMBOY REDEVELOPMENT AGENCY**

**RESOLUTION**

**APPROVING QUALIFIED RESPONDANTS TO PERFORM PLANNING  
SERVICES-PURSUANT TO A FAIR AND OPEN PROCESS**

**WHEREAS**, N.J.S.A. 19-44a-20.4 et seq., The "New Jersey Local Pay-to Play" Law (the "Statute") establishes certain requirements for retaining professional services; and

**WHEREAS**, the South Amboy Redevelopment Agency (the "Agency") is in need of planning services from time to time to assist the Agency in connection with various redevelopment and other projects; and

**WHEREAS**, the Agency has undertaken a fair and open process as defined in the Statute to obtain candidates to provide said services; and

**WHEREAS**, the Agency has reviewed the submission of the candidates, and determined in accordance with established criteria that the firms of Beacon Planning and Consulting services, L.L.C., Colts Neck, New Jersey; CME Associates, Parlin, New Jersey; Remmington, Vernick & Vena Engineering, Old Bridge, New Jersey; and Heyer Gruel & Associates, Red Bank, New Jersey are qualified for the position, (the "Qualified Firm"); and

**WHEREAS**, the Qualified Firm has proposed to provide the services, described in the attached proposals, Schedule 1, at the rates set forth therein; and

**WHEREAS**, in accordance with the Local Public Contracts Law and the Regulations promulgated thereunder, N.J.A.C. 5:34-1 et seq., the Agency desires to designate the Qualified Firm as planners to provide the services set forth in the proposal annexed hereto and incorporated



herein from time to time, as required; and

**WHEREAS**, as required by N.J.A.C. 5:34-5.5 et seq., prior to the undertaking of any services specified herein, a letter of engagement specifying the exact services and the not to exceed amount shall be authorized by the Agency, and the Agency Treasurer shall certify in writing the availability of the funds.

**NOW, THEREFORE, BE IT RESOLVED** by the SOUTH AMBOY REDEVELOPMENT AGENCY that Beacon Planning and Consulting Services; CME Associates; Remmington, Vernick & Vena Engineering; and Heyer Gruel & Associates shall be and is hereby approved to represent the Agency in the capacity of Planner for the period July 1, 2017 through June 30, 2018, and to perform the duties as determined by the Agency in separately determined amounts.

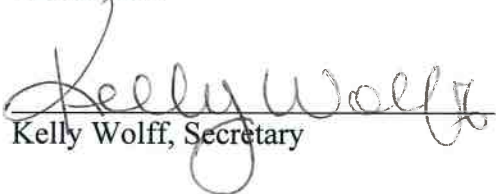
**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

**BE IT FURTHER RESOLVED** that the Agency Secretary is hereby authorized and directed to cause notice of this resolution as required by N.J.S.A. 40A:11-5(1)(a) to be published in an appropriate newspaper.



Kevin F. Meszaros, Chairman

Attested to:

  
Kelly Wolff, Secretary

Meeting Date: 6/1/17

ROLL CALL:

B. Block

Z. Dato

T. Gonsalves

K. Meszaros

J. O'Connell

C. Tooker

absent

absent

**SOUTH AMBOY REDEVELOPMENT AGENCY**

**RESOLUTION**

**APPROVING QUALIFIED RESPONDANTS TO PERFORM VALUATION  
AND CONSULTING SERVICES-PURSUANT TO A FAIR AND OPEN PROCESS**

**WHEREAS, N.J.S.A. 19-44a-20.4 et seq.,** The "New Jersey Local Pay-to Play" Law (the "Statute") establishes certain requirements for retaining professional services; and

**WHEREAS,** the South Amboy Redevelopment Agency (the "Agency") is in need of valuation and assessing services from time to time to assist the Agency in connection with various redevelopment and other projects; and

**WHEREAS,** the Agency has undertaken a fair and open process as defined in the Statute to obtain candidates to provide said services; and

**WHEREAS,** the Agency has reviewed the submission of the candidates, and determined in accordance with established criteria that the firms of Sterling, DiSanto & Associates, LLC., Somerset, New Jersey and Value Research Group, L.L.C., Livingston, New Jersey are qualified for the position, (the "Qualified Firms"); and

**WHEREAS,** the Qualified Firms have proposed to provide the services, described in the attached proposals, at the rate set forth therein; and

**WHEREAS,** in accordance with the Local Public Contracts Law and the Regulations promulgated thereunder, N.J.A.C. 5:34-1 et seq., the Agency desires to designate the Qualified Firms to provide the services set forth in their proposals annexed hereto and incorporated herein from time to time, as required; and

**WHEREAS**, as required by N.J.A.C. 5:34-5.5 et seq., prior to the undertaking of any services specified herein, a letter of engagement specifying the exact services and the not to exceed amount shall be authorized by the Agency, and the Agency Treasurer shall certify in writing the availability of the funds.

**NOW, THEREFORE, BE IT RESOLVED** by the SOUTH AMBOY REDEVELOPMENT AGENCY that Sterling, DiSanto & Associates, LLC and Value Research Group, L.L.C. shall be and is hereby approved to represent the Agency in the capacity of assessor and valuation consultants for the period July 1, 2017 through June 30, 2018, and to perform the duties as determined by the Agency in separately determined amounts.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

**BE IT FURTHER RESOLVED** that the Agency Secretary is hereby authorized and directed to cause notice of this resolution as required by N.J.S.A. 40A:11-5(1)(a) to be published in an appropriate newspaper.

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


Attested to:




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

Meeting Date:

6/1/17

ROLL CALL:

B. Block   
S. Dato  
T. Gonsalves  
K. Meszaros

  
\_\_\_\_\_  
  
  
\_\_\_\_\_

J. O'Connell  
C. Tooker

absent  
② ✓

**SOUTH AMBOY REDEVELOPMENT AGENCY**

**RESOLUTION**

**APPROVING QUALIFIED RESPONDANTS TO PERFORM PROFESSIONAL SERVICES- SPECIAL SERVICES ENGINEERING PURSUANT TO A FAIR AND OPEN PROCESS**

**WHEREAS**, N.J.S.A. 19-44a-20.4 et seq., The "New Jersey Local Pay-to Play" Law (the "Statute") establishes certain requirements for retaining professional services; and

**WHEREAS**, the South Amboy Redevelopment Agency (the "Agency") is in need of special services engineering services from time to time to assist the Agency in connection with various redevelopment and other projects; and

**WHEREAS**, the Agency has undertaken a fair and open process as defined in the Statute to obtain candidates to provide said services; and

**WHEREAS**, the Agency has reviewed the submission of the candidates, and determined in accordance with established criteria that the firms of French and Parrello Associates, Wall, New Jersey, Suburban Consulting Engineer Flanders, New Jersey and Center State Engineering Associates, Monroe Township, New Jersey are qualified candidate for the position, together (the "Qualified Firms"); and

**WHEREAS**, the Qualified Firms have each proposed to provide the services, described in the attached proposals, at the rates set forth therein; and

**WHEREAS**, in accordance with the Local Public Contracts Law and the Regulations promulgated thereunder, N.J.A.C. 5:34-1 et seq., the Agency desires to appoint the Qualified

Firms as engineers to provide special services engineering services set forth in the proposal annexed hereto and incorporated herein; and

**WHEREAS**, as required by N.J.A.C. 5:34-5.5 et seq., prior to the undertaking of any services specified herein, a letter of engagement specifying the exact services and the not to exceed amount shall be authorized by the Agency, and the Agency Treasurer shall certify in writing the availability of the funds.

**NOW, THEREFORE, BE IT RESOLVED** by the SOUTH AMBOY REDEVELOPMENT AGENCY that French and Parrello Associates, Suburban Consulting Engineer, and Center State Engineering Associates are hereby retained to represent the Agency in the capacity of Special Services Engineer for the period July 1, 2017 through June 30, 2018, and to perform the duties as determined by the Agency in separately determined amounts.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

**BE IT FURTHER RESOLVED** that the Agency Secretary is hereby authorized and directed to cause notice of this resolution as required by N.J.S.A. 40A:11-5(1)(a) to be published in an appropriate newspaper.

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

Attested to:

  
Kelly Wolff, Secretary

Meeting Date: 6/1/17

ROLL CALL:

B. Block (2)  
S. Dato  
T. Gonsalves  
K. Meszaros  
J. O'Connell  
C. Tooker (M)

✓  
✓  
absent  
✓  
absent  
✓



RESOLUTION NO.: M 06-01-17 :16

**SOUTH AMBOY REDEVELOPMENT AGENCY**

**RESOLUTION**

**APPOINTING SECRETARY TO THE AGENCY**

**WHEREAS**, the Agency has been charged by the City of South Amboy (the "City") with the responsibility of redeveloping properties within the City and to perform other related activities; and

**WHEREAS**, the Agency has determined the need to retain an individual to serve as the Secretary to the Agency to perform duties including, but not limited to the taking and preparation of minutes from meetings, the filing of correspondence and other information received by the Agency, the preparation of official notices, the maintenance of the Agency's books and records and other such services as are necessary for the Agency to carry out its duties; and

**WHEREAS**, Stacey Kennedy has served as the Secretary to the Agency since 2015; and

**WHEREAS**, Stacey Kennedy has notified that she is resigning as Secretary to the Agency effective May 31, 2017; and

**WHEREAS**, the Secretary of the Agency is paid by City pursuant to a Shared Services Agreement between the Agency and the City;

**WHEREAS**, Kelly Wolff has the requisite qualifications and experience to perform the duties of secretary.

**NOW, THEREFORE, IT IS RESOLVED** by the South Amboy Redevelopment Agency that Kelly Wolff is hereby appointed as the Secretary of the South Amboy Redevelopment Agency, effective June 1, 2017.

**BE IT FURTHER RESOLVED**, that Ms. Wolff shall receive compensation for the services in the amount of \$ 6,715.00 per year.

**BE IT FURTHER RESOLVED**, that the Agency's Executive Director or the Agency's Chairman be and is hereby authorized to execute on behalf of the Agency to execute such documents as are required to accomplish the intention of this resolution, including but not limited to the execution of an amendment to the Shared Services Agreement between the City and the Agency designating the Agency's Secretary

**BE IT FURTHER RESOLVED**, that this resolution shall be effective immediately.

**BE IT FURTHER RESOLVED**, that an executed copy of this Resolution shall be filed with the minutes of the meeting at which this Resolution was approved and a separate copy shall be placed on file by the Secretary as evidence of the Agency's action in this regard.

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

Attested to:

\_\_\_\_\_  
Craig J. Coughlin, Counsel

Meeting Date: \_\_\_\_\_

ROLL CALL:

B. Block	<u>✓ Qnd</u>
Z. Dato	<u>✓</u>
T. Gonsalves	<u>absent</u>
K. Meszaros	<u>✓</u>
J. O'Connell	<u>absent</u>
C. Tooker	<u>Noted</u>

RESOLUTION NO. M 05-04-17:01

**SOUTH AMBOY REDEVELOPMENT AGENCY**

**RESOLUTION**

**CONSENTING TO THE ASSIGNING THE CONTRACT FOR LEGAL COUNSEL OF  
CRAIG J. COUGHLIN, ESQ TO RAINONE COUGHLIN MINCHELLO, LLC**

**WHEREAS**, at the Reorganization Meeting of the South Amboy Redevelopment Agency (the "Agency") in July of 2016, the Agency awarded a contract to perform General Counsel Legal Services to Craig J. Coughlin Esq., in an amount not to exceed \$30,600.00, through a Fair and Open Process (the "Contract"); and

**WHEREAS**, the Agency is empowered to enter into any and all agreements or contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the authority subject to the "Local Public Contracts Law," N.J.S.A. 40A:11-1, et seq.; and

**WHEREAS**, Craig J Coughlin formed the firm Rainone Coughlin Minchello, LLC ("RCM") effective January 4, 2017 and wishes to assign the Contract to RCM

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE COMMISSIONER  
OF THE SOUTH AMBOY REDEVELOPMENT AGENCY AS FOLLOWS:**

1. The Authority hereby consents to the assignment of the Contract of Craig J. Coughlin to his firm Rainone Coughlin Minchello, LLC to provide the Services to the Agency under the same terms and conditions as were included in the award of professional services to Craig J. Coughlin made at the Agency meeting in July 2016 through a Fair and Open Process.

2. The Agency authorizes the Chairman of the Agency or the Agency's Executive Director to approve and execute a contract with Rainone Coughlin Minchello, LLC. Setting forth the terms of the provision of the Services. Such approval and execution by the Chairman shall be deemed approval by the Authority and no further action or approval shall be required.

3. The Certifying Finance Officer of the Authority has certified that the funds for the Services are available in the budget.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

**BE IT FURTHER RESOLVED** that the Agency Secretary is hereby authorized and directed to cause notice of this resolution as required by N.J.S.A. 40A:11-5(1)(a) to be published

in an appropriate newspaper.

Attested to:

Stacey Kennedy  
Stacey Kennedy, Secretary

Kevin F. Meszaros, Chairman  
Benjamin Block, Vice Chairman

Meeting Date:

5/4/17

ROLL CALL:

B. Block  
Z. Dato  
T. Gonsalves  
K. Meszaros  
J. O'Connell  
C. Tooker

✓  
absent  
✓  
absent  
✓  
✓

57,046

RESOLUTION NO.: M 01-05-17:01

**RESOLUTION OF THE SOUTH AMBOY REDEVELOPMENT AGENCY  
APPROVING A SETTLEMENT OF GENON REMA, LLC AND NRG ENERGY,  
INC. V. SOUTH AMBOY REDEVELOPMENT AGENCY AND THE CITY OF  
SOUTH AMBOY DOCKET NO. MID-L-0390-13**

**WHEREAS**, the South Amboy Redevelopment Agency ("**SARA**") may exercise all powers, duties and functions relating to redevelopment in the manner of a redevelopment entity under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.; and

**WHEREAS**, GenOn Rema, LLC and NRG Energy, Inc. (together, the "**Plaintiff**") filed a lawsuit against SARA and the City of South Amboy (the "**City**") seeking, among other things, to void the Plaintiff's obligations under and pursuant to a redevelopment agreement dated December 7, 2012, by and between SARA and GenOn REMA, LLC (the "**Lawsuit**"); and

**WHEREAS**, in order to settle the Lawsuit, the Plaintiff has agreed to (a) pay \$100,000 to SARA and (b) contribute, to SARA, a 2 acre portion of Block 161.01, Lot 26, adjacent to its proposed ferry terminal parking lot (the "**Settlement**"); and

**WHEREAS**, the Board of Commissioners of SARA has determined to accept the Settlement desires to approve that certain Settlement Agreement by and among SARA, the City and the Plaintiff memorializing the terms of the Settlement (the "**Settlement Agreement**"); and

**WHEREAS**, McManimon, Scotland and Baumann, LLC has agreed to accept \$100,000 in payment of all amounts due and owing to it in connection with the conduct of the Lawsuit through September 30, 2015; and

**WHEREAS**, SARA also desires to approve payment to McManimon, Scotland and Baumann, LLC for services relating to the negotiation of the Settlement and drafting the Settlement Agreement for the period of time after October 1, 2015.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Commissioners of the South Amboy Redevelopment Agency, as follows:

**Section 1.** The Settlement is hereby approved and SARA's general and special counsel are authorized to prepare all documents necessary to implement such Settlement. The Chairman, Executive Director and Secretary are hereby authorized to execute all documents necessary in connection with such Settlement, including the Settlement Agreement in substantially the same form as that on file with the Executive Director, with such minor additions, deletions or modifications deemed necessary by the Chairman, Executive Director or Secretary, as applicable, after consultation with SARA's general and special counsel.

**Section 2.** Payment to McManimon, Scotland & Baumann, LLC in the amount of \$100,000 for legal services relating to the Lawsuit through September 30, 2015 is approved.

**Section 3.** Payment to McManimon, Scotland & Baumann, LLC in the amount of not to exceed \$15,000 for legal services relating to the negotiation of the Settlement and drafting the Settlement Agreement for the period of time after October 1, 2015 is approved.

**Section 4.** This resolution shall take effect immediately.



Kevin F. Meszaros, Chairman

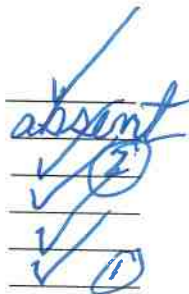
Attested to:

  
Stacey Kennedy, Secretary

Meeting Date: 1/5/17

#### ROLL CALL

B. Block  
Z. Dato  
T. Gonsalves  
K. Meszaros  
J. O'Connell  
C. Tooker



DRAFT

**SETTLEMENT AGREEMENT AND RELEASE**

**THIS SETTLEMENT AGREEMENT AND RELEASE** ("Agreement"), effective as of the date last signed below (the "Effective Date") is made and entered into by and among NRG REMA, LLC (formerly known as GenOn REMA, LLC and hereinafter referred to as "NRG") and the SOUTH AMBOY REDEVELOPMENT AGENCY ("SARA") and the CITY OF SOUTH AMBOY (the "City"). The aforementioned entities shall be referred to herein collectively as the "Parties" and each singularly as a "Party" where appropriate.

**RECITALS**

**WHEREAS**, GenOn REMA LLC and SARA entered into a Redevelopment Agreement on or about December 7, 2012 (the "Redevelopment Agreement") relating to property located in the City of South Amboy, County of Middlesex, State of New Jersey, consisting primarily of a power plant facility known as the Werner Generation Station, designated as Block 161.01, Lots 26 and 26.01 ("Werner Facility"); and

**WHEREAS**, various disputes have arisen between the Parties regarding the Redevelopment Agreement, as a result of which NRG instituted a lawsuit against the City and SARA, captioned GenOn REMA, LLC et al. v. South Amboy Redevelopment Agency, et al., Docket No. MID-L-390-13 (Superior Court, Middlesex County, Law Division) (the "Lawsuit") and SARA and the City filed counterclaims against NRG in the Lawsuit; and

**WHEREAS**, the Parties desire to amicably resolve their disputes, without the burdens and costs of continuing with the Lawsuit and to dismiss the Lawsuit, with prejudice and without costs, and to release all claims they have or may have against one another relating to the Redevelopment Agreement.



**NOW, THEREFORE,** in consideration of the following mutual promises, covenants, releases, the undertakings of the Parties under the Agreement and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties for themselves, their insurers, predecessors, successors, assigns, officers, directors employees, representatives, agents, servants, affiliates, parents, attorneys, members, partners, shareholders and subsidiaries, intending to be bound legally, hereby agree as follows:

1. Settlement Payment.

a. Within thirty (30) days of the Effective Date of this Agreement, NRG shall pay SARA the sum of one hundred thousand dollars (\$100,000.00).

b. The payment set forth in Section 1.a. above shall be made directly by NRG to SARA by check made payable to "South Amboy Redevelopment Agency."

2. Transfer of a Portion of the Donation Property under the Redevelopment Agreement.

a. NRG agrees to transfer to SARA two (2) acres of property, described in Exhibit 1 attached hereto ("Settlement Property"), which is located within the approximate three (3) acres delineated and identified on Exhibit C to the Redevelopment Agreement as the Donation Property.

b. SARA and/or the City shall be responsible for making all applications, obtaining all governmental approvals and taking all other actions necessary to subdivide the Settlement Property from the lands of the Werner Facility and to create the Settlement Property as a stand-alone legal lot for its conveyance from NRG to SARA (collectively, the "Subdivision Process") and for the payment of any and all fees, costs and/or charges associated with the Subdivision Process including, but not limited to, engineering, legal and surveying fees. SARA and/or the City shall be responsible for identifying and leading any

and all actions required in order to complete the Subdivision Process and effectuate the transfer of the Settlement Property. To the extent that any of these actions require NRG's participation, NRG agrees to cooperate with any reasonable requests made by SARA and/or the City in order to properly effectuate the transfer, including, but not limited to, granting SARA and/or the City access to the Settlement Property to conduct reasonable due diligence activities thereon in accordance with an access agreement to be agreed upon by the Parties and consenting to any application filed by SARA and/or the City in connection with the Subdivision Process.

c. SARA has, at its cost and expense, obtained a commitment to issue title insurance policy, dated June 23, 2016, as revised by those certain Endorsement/Amendment Letters dated July 11, 2016, October 21, 2016 and November 30, 2016 (as amended, the "Title Report"), relating to the Settlement Property from Vested Land Services, LLC, as agent for Old Republic National Title Insurance Company (the "Title Company"), a title company authorized to do business in the State of New Jersey.

d. NRG shall convey the Settlement Property to SARA within sixty (60) days of receiving notice from SARA or the City of the completion of the Subdivision Process or on such later date that the Parties may agree, unless SARA advises NRG, prior to the completion of the conveyance, that SARA will not accept title to the Settlement Property for any reason whatsoever.

e. It is understood and acknowledged by the Parties that the conveyance of the Settlement Property contemplated under this Agreement may require approvals under the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. and the regulations promulgated thereunder (collectively, "ISRA") due to the former operations and activities at the Werner Facility. NRG shall not be obligated whatsoever to perform, or the pay the costs of, any

environmental studies, investigations, tests or remediation activities on the Settlement Property; it being understood and acknowledged that SARA and/or the City shall assume any and all obligations, and pay all third party costs, fees and/or charges thereof, related to bringing the Settlement Property into compliance with ISRA or any other applicable environmental law or regulations and required to permit the conveyance of the Settlement Property to SARA and/or the City. NRG shall not be obligated to convey the Settlement Property to SARA until SARA and/or the City have obtained all applicable approvals under ISRA to permit such conveyance.

f. Title to the Settlement Property shall be conveyed by the execution of a customary Bargain and Sale Deed with Covenant Against Grantor's Acts (the "Deed") and shall be subject to existing easements and encumbrances of record, except as otherwise set forth herein. Moreover, NRG shall provide such usual and customary documents as are requested by the Title Company to convey the Settlement Property consistent with the terms of this Agreement.

g. SARA and the City agree to accept the Settlement Property, and all improvements thereon (if any), in its present state, condition and repair on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" basis, and SARA and the City acknowledge and agree that NRG has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether expressed or implied, oral or written, of, as to, concerning, or with respect to (1) the value, nature, quality, condition state of maintenance of repair of the Settlement Property including, without limitation, the water, soil and geology; (2) the suitability of the Settlement Property for any and all activities and uses which may be conducted thereon; (3) the compliance of or by the Settlement Property with any laws, rules, ordinances or regulations of any applicable

governmental authority or body (including, without limitation, building codes, safety codes, zoning laws and ordinances and environmental laws); (4) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Settlement Property; or (5) any other matter with respect to the Settlement Property, and specifically negates and disclaims any representations or warranties regarding compliance of the Settlement Property with any environmental protection, pollution, zoning or land use law, rules, regulations, orders or requirements, including without limitation, those pertaining to solid waste or the disposal or existence, in or on the Settlement Property of any regulated substance, toxic substance, hazardous substance, hazardous waste, pollution, pollutant or contaminant as defined or referred to in any federal, state, county or municipal environmental statute, ordinance, code, rule or regulation. NRG agrees to provide to SARA and/or the City, on the Effective Date, a Supplemental Remedial Investigation Report/Remedial Action Workplan, dated May 2016, prepared for the Werner Facility (the "RI/RAW") and submitted by NRG to the New Jersey Department of Environmental Protection. By providing this RI/RAW, NRG is not making any warranty, guaranty or otherwise adopting such RI/RAW as any representation as to the condition or quality of the RI/RAW or the Settlement Property and, therefore, any alleged inaccuracies, incompleteness and/or other failure of the RI/RAW shall not give rise to any claims against NRG under this Agreement or otherwise. SARA and the City acknowledge and agree they are relying solely upon their own inspections of the Settlement Property and not on any information provided by or to be provided by NRG, its agents, employees or any other person whomsoever on NRG's behalf. The provisions of this Section 2.g. shall survive the delivery of the Deed to the Settlement Property and shall be binding upon each Party, and their respective successors and assigns, forever.

h. SARA and the City agree to give up, waive, and relinquish all rights to assert any claim, demand, or lawsuit of any kind with respect to the condition of the land, the improvements, the real property, or the personal property constituting the Settlement Property. NRG shall not be required to make any repairs or pay any expenses concerning the Settlement Property or the improvements thereon. SARA and the City hereby release, waive, discharge and forever acquit NRG (and its insurers, predecessors, successors, assigns, officers, directors employees, representatives, agents, servants, affiliates, parents, attorneys, members, partners, shareholders and subsidiaries) from any and all liability whatsoever and from any and all obligation to pay, reimburse, defend, indemnify or otherwise compensate SARA and/or the City, whether in contract, tort, strict liability, statute, rule or regulation, from any and all losses or damages arising out of or based, in whole or in part, upon the physical condition of the Settlement Property conveyed, including without limitation, compliance of the Settlement Property with any environmental, pollution, building codes, zoning or land use law, rules, regulations, orders or requirements. The provisions of this Section 2.h. shall survive the delivery of the Deed to the Settlement Property and shall be binding upon each Party, and their respective successors and assigns, forever.

i. SARA and the City agree to defend, indemnify and hold harmless NRG (and its insurers, predecessors, successors, assigns, officers, directors, employees, representatives, agents, servants, affiliates, parents, attorneys, members, partners, shareholders and subsidiaries) from and for any and all future claims arising out of or relating to the Settlement Property for any release or discharge on the Settlement Property that may occur after the conveyance of same to SARA; provided, however, that such release or discharge is not due to the action or inaction of NRG or its predecessors, successors, assigns, officers, directors

employees, representatives, agents, servants, affiliates. The provisions of this Section 2.i. shall survive the delivery of the Deed to the Settlement Property and shall be binding upon each Party, and their respective successors and assigns, forever.

j. In the event SARA elects, for any reason whatsoever, not to accept the conveyance of the Settlement Property and advises NRG of such determination pursuant to Section 2.d. hereof, the settlement of the Lawsuit will remain final and will not be subject to challenge or reopening by any Party. In such an event, the balance of the provisions of this Agreement (i.e. all provisions except for the obligation of NRG under this Section 2 to convey the Settlement Property and the terms and conditions relating to that conveyance) shall remain in full force and effect and constitute the full terms of the settlement of the Lawsuit. The Parties agree that any such refusal to accept or relinquishment of any right to the conveyance of the Settlement Property by SARA will not cause any failure of consideration or give rise to any other right, legal or equitable, to amend, modify, change, or reform this Agreement nor will it make the balance of the Agreement unenforceable.

3. Mutual Releases. In consideration of the Parties' entry into this Agreement to resolve their claims, the Parties individually and collectively hereby release, acquit and forever discharge each of the other and their insurers, predecessors, successors, assigns, officers, directors employees, representatives, agents, servants, affiliates, parents, attorneys, members, partners, shareholders and subsidiaries from any and all claims, losses, damages, demands, liabilities, causes of action and expenses of any nature whatsoever (including without limitation attorneys' fees and costs) which the Parties or any of them have, had, or in the future may have against the other relating to the Redevelopment Agreement and/or the Settlement Property, whether known or unknown, fixed or contingent, from the beginning of the world until



the date of execution of this Agreement. Notwithstanding the foregoing, actions to enforce this Agreement or any of its terms are expressly excluded from this release.

4. Termination of Redevelopment Agreement. Upon the execution of this Agreement, the Redevelopment Agreement between the Parties shall be deemed fully terminated, null and void. Neither Party shall have any further rights, obligations or claims against another Party pursuant to the Redevelopment Agreement.

5. Dismissal of Lawsuit. The Parties, by and through their respective counsel, shall execute a Stipulation of Dismissal with Prejudice, without costs in the Lawsuit. The Parties further agree and consent to the filing of said Stipulation of Dismissal with Prejudice, and without costs with the Clerk of the Superior Court of New Jersey upon execution of this Agreement.

6. Warranties. The Parties do hereby warrant and represent that:

a. The persons executing this Agreement are duly authorized to do so and to bind the Parties. The Parties warrant that to the extent required by their respective by-laws or other internal or external operating procedures or requirements, they have obtained all necessary approvals and/or consents for the person or persons executing this Agreement to bind the respective Party.

b. The Parties have participated in the drafting of this Agreement. In the event any dispute, disagreement or controversy arises regarding this Agreement, the Parties are to be considered joint authors and no provision shall be interpreted against either Party because of authorship.

7. Further Assurances and Additional Documents or Instruments. Each Party agrees to execute and deliver, or cause to be executed and delivered, such other documents and

instruments, and shall take, or cause to be taken, such other actions as the other Party may reasonably request or as otherwise may be necessary or desirable, to evidence and make effective this Agreement.

8. Costs. The Parties shall bear their own attorneys' fees, expenses and costs incurred in the Lawsuit being resolved by this Agreement.

9. Breach. Upon the breach of any provision of this Agreement by any Party to this Agreement, the Party seeking to enforce the provisions of this Agreement shall be entitled to seek injunctive relief or damages by way of action filed in accordance with Section 10 below.

10. Governing Law and Venue. This Agreement, and all matters pertaining to it, shall be governed and construed by and under the laws of the State of New Jersey. Any action to enforce any of the provisions of this Agreement shall be filed in a court of competent jurisdiction located in the State of New Jersey.

11. Non Waiver. The Parties to this Agreement may elect to waive any right with respect to failure to perform, or breach of, any part of this Agreement by the other Party without waiving any other rights, claims, or remedies available under the Agreement or under applicable law with respect to any failure to perform, or breach of, this Agreement by the other Party.

12. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. This Agreement shall also bind and inure to the benefit of all parents, affiliates, division, subsidiaries, predecessors, successors, officers, directors, trustees, employees, representatives, attorneys, and agents of the Parties. The terms and provisions of this Agreement shall not merge with the Deed to the Settlement Property and shall survive the conveyance of the Settlement Property.



13. Effect of Unenforceable Provisions. The declaration of invalidity or unenforceability of any particular provision or provisions of the Agreement shall not in any manner affect any other provision hereof, and each Party shall be required to fully comply with their remaining obligations under this Agreement.

14. Counterpart. This Agreement may be executed in more than one part, all of which will constitute a single original and shall be deemed an original hereof for all purposes.

15. Modification. This Agreement may not be modified, in whole, or in part, except by an Agreement in writing signed by duly authorized representatives of the Parties to this Agreement, and executed in the same manner as this Agreement.

16. Advice of Counsel. The Parties to this Agreement have been, or have had the opportunity to be, represented by competent, independent counsel. The Parties to this Agreement acknowledge that this is a binding legal document that they have had the opportunity review the terms and conditions hereof with their attorneys and fully understand, appreciate and comprehend the Agreement.

17. Recording of Memorandum. Concurrent with the execution of this Agreement, the Parties agree to execute a memorandum of agreement (the "Memorandum") in the form attached hereto as Exhibit 2 to be held by SARA and a discharge of memorandum (the "Discharge") in the form attached hereto as Exhibit 3 to be held by NRG. At any time following the Effective Date, SARA and the City shall be permitted to record the Memorandum in the Office of the Clerk of Middlesex County for the purpose of providing notice of the existence of this Agreement and the rights of SARA and the City thereunder with respect to the Settlement Property. Seller shall be have the right to record the Discharge in the Office of the Clerk of Middlesex County in the event that (i) SARA elects not to accept the conveyance of the

Settlement Property and advises NRG of such election pursuant to Section 2.d; or (ii) this Agreement is deemed voided or terminated by a court of competent jurisdiction.

**IN WITNESS WHEREOF**, the undersigned have duly caused this Agreement to be executed and delivered as of the day and year set forth below.

WITNESS:

NRG ENERGY, INC.

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Title: \_\_\_\_\_

WITNESS:

SOUTH AMBOY REDEVELOPMENT AGENCY

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Title: \_\_\_\_\_

WITNESS:

CITY OF SOUTH AMBOY

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Title: \_\_\_\_\_

EXHIBIT 1  
Description of Settlement Property  
(Attached)

## EXHIBIT 2

### MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and among NRG REMA, LLC (hereinafter "NRG"), the SOUTH AMBOY REDEVELOPMENT AGENCY ("SARA") and the CITY OF SOUTH AMBOY (the "City"). The aforementioned entities shall be referred to herein collectively as the "Parties".

1. NRG, SARA and the City have entered into a certain Settlement Agreement and Release bearing even date herewith (the "Agreement") pursuant to which NRG has agreed to convey to SARA and SARA has agreed to assume title from NRG two (2) acres of real property which is located in the City of South Amboy, County of Middlesex, State of New Jersey, and which is a portion of the lands known as Block 161.02, Lots 26 and 26.01, as described in Exhibit A attached hereto and made a part hereof (the "Property").
2. The conveyance of title to the Property is contemplated to occur within sixty (60) days of NRG receiving notice from SARA or the City of completion of the subdivision approval process to create the Property, or on such later date that the Parties may agree.
3. This Memorandum has been executed and recorded as public notice of the Agreement in lieu of recording the Agreement itself.
4. The address of NRG as set forth in the Agreement is: c/o Thomas M. Letizia, Esq., Pepper Hamilton LLP, Suite 400, 301 Carnegie Center, Princeton, New Jersey 08546.
5. The address of SARA and the City as set forth in the Agreement is: c/o Kevin P. McManimon, Esq. McManimon, Scotland & Baumann, LLC, 75 Livingston Avenue Roseland, New Jersey 07068.
6. This Memorandum may be executed in more than one part, all of which will constitute a single original and shall be deemed an original hereof for all purposes.

[SIGNATURES IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Memorandum to be duly executed as of the day and year first above written.

NRG ENERGY, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SOUTH AMBOY REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF SOUTH AMBOY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF NEW JERSEY :  
: SS.  
COUNTY OF MIDDLESEX :

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the subscriber, a Notary Public of New Jersey, personally appeared \_\_\_\_\_, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction that he/she is the \_\_\_\_\_ of the **CITY OF SOUTH AMBOY, NEW JERSEY**, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the City of South Amboy and said Instrument was signed and delivered by said \_\_\_\_\_ as and for the voluntary act and deed of said entity.

\_\_\_\_\_  
Notary Public of New Jersey

Commission Expiration: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF NEW JERSEY :  
: SS.  
COUNTY OF MIDDLESEX :

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the subscriber, a Notary Public of New Jersey, personally appeared \_\_\_\_\_, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction that he/she is the \_\_\_\_\_ of the **SOUTH AMBOY REDEVELOPMENT AGENCY, NEW JERSEY**, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the South Amboy Redevelopment Agency and said Instrument was signed and delivered by said \_\_\_\_\_ as and for the voluntary act and deed of said entity.

\_\_\_\_\_  
Notary Public of New Jersey

Commission Expiration: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF NEW JERSEY :  
: SS.  
COUNTY OF MERCER :

BE IT REMEMBERED that on \_\_\_\_\_, 2016, before me the subscriber, personally appeared \_\_\_\_\_, who by me duly sworn on his oath, deposed and makes proof to my satisfaction that he/she is a Member of **NRG REMA, LLC** (formerly known as GenOn REMA, LLC), and thereupon he/she acknowledged that he/she executed, signed, sealed and delivered the foregoing instrument as and for his/her voluntary act and deed and that of the said limited liability company for the uses and purposes thereof.

\_\_\_\_\_  
Notary Public of New Jersey

Commission Expiration: \_\_\_\_\_



EXHIBIT 3

DISCHARGE OF MEMORANDUM OF AGREEMENT

To the Clerk of Middlesex County

A certain Memorandum of Agreement, dated \_\_\_\_\_, 20\_\_\_\_, (the "Memorandum") between NRG REMA, LLC ("NRG"), the SOUTH AMBOY REDEVELOPMENT AGENCY ("SARA") and the CITY OF SOUTH AMBOY (the "City") concerning the existence of a certain Settlement Agreement and Release, dated \_\_\_\_\_, 20\_\_\_\_ (the "Agreement") between said parties and respecting certain real property located in the City of South Amboy, Middlesex County, State of New Jersey designated as Block 161.02, Lots 26 and 26.01 (the "Property"), was recorded in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_.

NOW THEREFORE, in order to give notice to the world of the termination of the Agreement with respect to the conveyance of the Property from NRG to SARA and the City, the aforementioned parties have agreed to execute, deliver and record this Discharge of Memorandum of Agreement to confirm that the Property is no longer subject to the terms of the Agreement; and that this Discharge is authorized to be recorded in the Clerk's office.

IN WITNESS WHEREOF, the undersigned have caused this Discharge of Memorandum of Agreement to be duly executed as of this \_\_\_\_ day of \_\_\_\_\_, 2016.

NRG ENERGY, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SOUTH AMBOY REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF SOUTH AMBOY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF NEW JERSEY :  
: SS.  
COUNTY OF MIDDLESEX :

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the subscriber, a Notary Public of New Jersey, personally appeared \_\_\_\_\_, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction that he/she is the \_\_\_\_\_ of the **CITY OF SOUTH AMBOY, NEW JERSEY**, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the City of South Amboy and said Instrument was signed and delivered by said \_\_\_\_\_ as and for the voluntary act and deed of said entity.

\_\_\_\_\_  
Notary Public of New Jersey

Commission Expiration: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF NEW JERSEY :  
: SS.  
COUNTY OF MIDDLESEX :

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the subscriber, a Notary Public of New Jersey, personally appeared \_\_\_\_\_, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction that he/she is the \_\_\_\_\_ of the **SOUTH AMBOY REDEVELOPMENT AGENCY, NEW JERSEY**, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the South Amboy Redevelopment Agency and said Instrument was signed and delivered by said \_\_\_\_\_ as and for the voluntary act and deed of said entity.

\_\_\_\_\_  
Notary Public of New Jersey

Commission Expiration: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF NEW JERSEY :  
: SS.  
COUNTY OF MERCER :

BE IT REMEMBERED that on \_\_\_\_\_, 2016, before me the subscriber, personally appeared \_\_\_\_\_, who by me duly sworn on his oath, deposed and makes proof to my satisfaction that he/she is a Member of **NRG REMA, LLC** (formerly known as GenOn REMA, LLC), and thereupon he/she acknowledged that he/she executed, signed, sealed and delivered the foregoing instrument as and for his/her voluntary act and deed and that of the said limited liability company for the uses and purposes thereof.

\_\_\_\_\_  
Notary Public of New Jersey

Commission Expiration: \_\_\_\_\_