

CITY OF SOUTH AMBOY

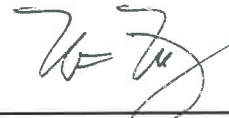
RESOLUTION

WHEREAS, the City of South Amboy Redevelopment Agency (the "Agency") was created by Ordinance of the Council of the City of South Amboy for the purpose of organizing, directing and monitoring efforts to "redevelop" certain areas to be designated within the boundaries of the City; and

WHEREAS, it is necessary for the Agency to hold regularly scheduled meetings at the South Amboy Redevelopment Offices located at 140 North Broadway, South Amboy, New Jersey;

NOW, THEREFORE, BE IT RESOLVED by the City of South Amboy Redevelopment Agency on this second day of December, 2021, that the following list of dates and times for the City of South Amboy Redevelopment Agency's 2022 Meetings is hereby approved:

DATE	TIME
Thursday, January, 6 2022	6:30 P.M.
Thursday, February 3, 2022	6:30 P.M.
Thursday, March 3, 2022	6:30 P.M.
Thursday, April 7, 2022	6:30 P.M.
Thursday, May 5, 2022	6:30 P.M.
Thursday, June 3, 2022 June 2	6:30 P.M.
Thursday, July 7, 2022	6:30 P.M.
Thursday, August 4, 2022	6:30 P.M.
Thursday, September 1, 2022	6:30 P.M.
Thursday, October 6, 2022	6:30 P.M.
Thursday, November 3, 2022	6:30 P.M.
Thursday, December 1, 2022	6:30 P.M.



Kevin F. Meszaros, Chairman

Attested to:



Kelly Wolff, Secretary

Meeting Date: December 2, 2021

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

M: 11-04-2021 :01

**RESOLUTION OF THE SOUTH AMBOY REDEVELOPMENT AGENCY
DESIGNATING CONDITIONAL REDEVELOPER FOR PORTION OF
NORTHERN WATERFRONT REDEVELOPMENT AREA**

WHEREAS, the South Amboy Redevelopment Agency ("**SARA**") owns the property identified as Block 161.01, Lot 26.03 (the "**Project Area**") on the tax maps of the City of South Amboy (the "**City**"); and

WHEREAS, the Project Area is located in a section of the City that was designated as an area in need of redevelopment, specifically the Northern Waterfront Redevelopment Area, under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the "**Redevelopment Law**"); and

WHEREAS, the Project Area is subject to the Northern Waterfront Redevelopment Plan (the "**Redevelopment Plan**"); and

WHEREAS, South Amboy Partners, LLC ("**South Amboy Partners**") has expressed a desire to purchase the Project Area from SARA and redevelop same; and

WHEREAS, SARA and South Amboy Partners determined to establish an escrow fund with SARA to provide for the payment of SARA's and the City's professional fees, costs and expenses related to the negotiation of agreements relating to the redevelopment of the Project Area ("**Interim Costs**"); and

WHEREAS, South Amboy Partners previously delivered funds to SARA, which SARA is holding in escrow, to provide for the payment, by South Amboy Partners, of Interim Costs; and

WHEREAS, the Board of Commissioners of SARA has determined that it is appropriate to conditionally designate South Amboy Partners as the redeveloper of the Project Area subject to the conditions set forth below.

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of the SOUTH AMBOY REDEVELOPMENT AGENCY, as follows:

Section 1. South Amboy Partners is hereby conditionally designated as the redeveloper of the Project Area and has, in SARA's sole discretion, the option to enter into preliminary negotiations for a redevelopment agreement and/or purchase and sale agreement with SARA in connection therewith.

Section 2. The within designation is hereby made for a limited period of one hundred eighty (180) days from the date hereof and is further contingent upon: (a) South Amboy Partners providing any additional project related information as may be requested by SARA and (b) South Amboy Partners funding an escrow account for the purpose of paying the Interim Costs.

Section 3. This resolution shall take effect immediately.



Kevin F. Meszaros, Chairman

Attested to:


Kelly Wolff, Secretary

Meeting Date: November 4, 2021

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

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

WHEREAS, the South Amboy Redevelopment Agency (hereafter “SARA”) and the YMCA of Metuchen, Edison, Woodbridge and South Amboy (hereafter “YMCA”) are parties to a lease agreement entered into on or about December 15, 2010 for the lease of the building commonly known as the South Amboy Community Center (the “Premises”); and

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

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

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

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

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

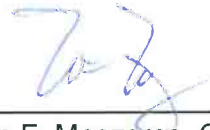
WHEREAS, the SARA and YMCA have agreed to a revised rent rate structure which would permit the YMCA to continue their vital programs and services the community deserves; and

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

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

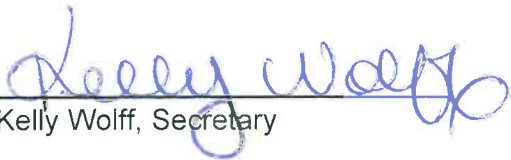
1. The SARA hereby authorizes an Addendum #2 to the Lease Agreement with the YMCA for the South Amboy Community Center to modify the annual rent terms for the remainder of the lease.

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



Kevin F. Meszaros, Chairman

Attested to:



Kelly Wolff, Secretary

Meeting Date: October 7, 2021

Member:	Moved	Seconded	Ayes	Nays	Abstain	Absent
Anthony Conrad					<input checked="" type="checkbox"/>	
Zusette Dato						<input checked="" type="checkbox"/>
Tony Gonsalves			<input checked="" type="checkbox"/>			
Dave Kales	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>			
Kevin Meszaros			<input checked="" type="checkbox"/>			
Frank Milatta						<input checked="" type="checkbox"/>
Camille Tooker		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			

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

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

WITNESSETH:

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

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

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

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

ARTICLE I
Term

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

ARTICLE II
Annual Rent

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

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

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

ARTICLE III **Other Terms**

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

ARTICLE IV **Notices**

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

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

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

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

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

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

ARTICLE V
Miscellaneous Provisions

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

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

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

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

YMCA of MEWSA

By: 

Rose Cushing, President and CEO

South Amboy Redevelopment Agency

By: 

Eric Chubenko, Executive Director

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

ARTICLE V
Miscellaneous Provisions

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

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

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

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

YMCA of MEWSA

By: _____

Rose Cushing, President and CEO

South Amboy Redevelopment Agency

By:  _____

Eric Chubenko, Executive Director

2021-2022 ADOPTED BUDGET RESOLUTION

South Amboy Redevelopment Agency (Name) AUTHORITY

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

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

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

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










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

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

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


(Secretary's Signature)

August 5, 2021
(Date)

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

M: 08-05-2021 :02

SOUTH AMBOY REDEVELOPMENT AGENCY

RESOLUTION

REFUNDING BALANCE OF ESCROW to JOHN ROSE FM LLC

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

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



Kevin F. Meszaros, Chairman

Attested to:



Kelly Wolff, Secretary

Meeting Date: August 5, 2021

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

M: 06-04-20 :01

SOUTH AMBOY REDEVELOPMENT AGENCY

RESOLUTION

APPOINTING A CHAIRMAN

BE IT RESOLVED by the South Amboy Redevelopment Agency that Kevin Meszaros is hereby appointed as the Chairman for the year July 1, 2021 through June 30, 2022.

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 A. Wolff, Secretary

Meeting Date: June 3, 2021

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

M: 06-03-21 :02

SOUTH AMBOY REDEVELOPMENT AGENCY

RESOLUTION

APPOINTING A VICE-CHAIRMAN

BE IT RESOLVED by the South Amboy Redevelopment Agency that Camille Tooker is hereby appointed as the Vice-Chairman for the year July 1, 2021 to June 30, 2022.

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 A. Wolff, Secretary

Meeting Date: June 3, 2021

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

M: 06-03-21 :03

SOUTH AMBOY REDEVELOPMENT AGENCY

**RESOLUTION OF THE SOUTH AMBOY REDEVELOPMENT AGENCY REGARDING THE
DELAYED INTRODUCTION OF THE 2022 BUDGET**

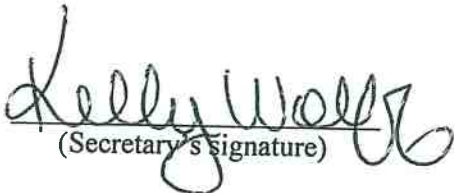
WHEREAS, the South Amboy Redevelopment Agency is required to approve its annual budget at least 60 days prior to the end of its current fiscal year; and

WHEREAS, in order to accurately prepare its budget for the fiscal year ended June 30, 2022, 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, 2022 on or before September 30, 2021.

NOW, THEREFORE, BE IT RESOLVED in accordance with the requirements of the Division that the record show that the Agency delayed the introduction of the fiscal year 2022 budget.

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


(Secretary's Signature)

Meeting Date: June 3, 2021

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

M: 06-03-21 :04

SOUTH AMBOY REDEVELOPMENT AGENCY

RE: 2022 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, 2021; 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 2021 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 2022 fiscal year:

Administration:

Other Expenses	<u>\$30,000</u>
Total Administration	<u>30,000</u>

Cost of Providing Services:


Other Expenses	<u>110,000</u>
Total Cost of Providing Services	<u>110,000</u>
Total Operating Appropriations	<u>\$140,000</u>

Debt Service:

Bond Principal	\$90,000
Bond Interest	<u>46,813</u>
Total Debt Service	<u>\$136,813</u>
Total Appropriations	<u>\$276,813</u>

Approved 6/3/21
(Date)

ATTEST:



Eric Chubenko, Executive Director

Meeting Date: June 3, 2021

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

2021-2022 AUTHORITY BUDGET RESOLUTION

South Amboy Redevelopment Agency

(Name)

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

WHEREAS, the Annual Budget and Capital Budget for the South Amboy Redevelopment Agency for the fiscal year beginning, July 1, 2021 and ending, June 30, 2022 has been presented before the governing body of the South Amboy Redevelopment Agency at its open public meeting of June 3, 2021; and

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

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

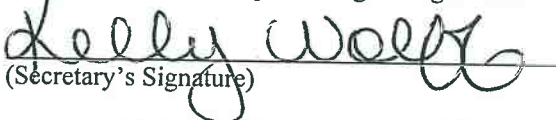
WHEREAS, the schedule of rates, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations to the holders of bonds of the Authority, to meet operating expenses, capital outlays, debt service requirements, and to provide for 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 June 3, 2021 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, 2021 and ending, June 30, 2022 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 July 1, 2021.


(Secretary's Signature)

June 3, 2021
(Date)

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

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, 2021-June 30, 2022:

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

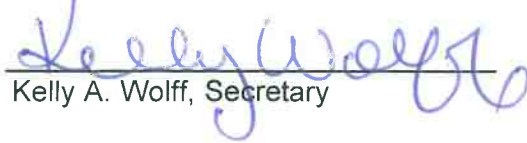
BE IT FURTHER RESOLVED, that this resolution shall be effective immediately.

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 A. Wolff, Secretary

Meeting Date: June 3, 2021

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

M: 06-03-21 :07

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, 2021-June 30, 2022:

- (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 A. Wolff, Secretary

Meeting Date: June 3, 2021

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

M: 06-03-21 :08

SOUTH AMBOY REDEVELOPMENT AGENCY

RESOLUTION

AUTHORIZING SALARIES FOR THE REDEVELOPMENT AGENCY

**EMPLOYEES TO BE REIMBURSED BY THE AGENCY
TO THE CITY OF SOUTH AMBOY**

WHEREAS, the City of South Amboy utilizes its payroll system to advance payment of the salaries of certain employees of the South Amboy Redevelopment Agency (the "Agency"), with the understanding that the Agency will reimburse said salaries.

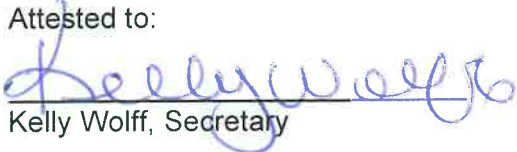
NOW, THEREFORE, BE AND IT HEREBY IS RESOLVED by the South Amboy Redevelopment Agency, that the Agency authorizes the reimbursement to the City of the following employees' salaries plus fringe (i.e., applicable federal taxes):

- | | |
|-------------------|-------------|
| 1) Eric Chubenko | \$38,000.00 |
| 2) Kelly Wolff | \$ 7,487.00 |
| 3) Daniel Balka | \$ 5,575.00 |
| 4) Kristal Manion | \$ 4,450.00 |



Kevin F. Meszaros, Chairman

Attested to:



Kelly Wolff, Secretary

Meeting Date: June 3, 2021

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

SOUTH AMBOY REDEVELOPMENT AGENCY

RESOLUTION

ADOPTING CASH MANAGEMENT AND CHECK WRITING POLICY

WHEREAS, the South Amboy Redevelopment Agency desires to adopt a formal cash management and check writing policy;

NOW THEREFORE BE AND IT HEREBY IS RESOLVED, by the South Amboy Redevelopment Agency that the following CASH MANAGEMENT AND CHECK WRITING POLICY is hereby adopted:

Policy:

The South Amboy Redevelopment Agency hereby establishes a cash management and check writing policy that outlines internal controls over our financial matters, specifically for receipts and deposits, and identifies the individuals who are authorized to sign checks on its behalf. This will be utilized to maintain appropriate internal controls as well as to offer instructions to depositories so that there is a clear understanding regarding this matter.

An approved Corporate Authorization Resolution shall be maintained at each designated financial institution bearing authorized check writing signatures and the number of signatures required. All deposits are required to be 100% secured and collateralized regardless of type (i.e. checking, savings, CD, etc.) as required by State and Federal Law. The Agency adheres to the practice of maintaining its deposits in only permitted investments, with the highest possible yield and the greatest liquidity.

Check Writing:

A check register shall be maintained at all times indicating the date, payee and amount of each check issued as well as a copy of each check voucher accompanied by full back up documentation such as authorized purchase orders, invoices, receipts, etc.

All checks shall bear two signatures, which may be the Executive Director, Treasurer, Chairman or Vice Chairman. The supporting data for each check shall be available for the signer to review at the time of signing.

The Board of Commissioners shall review the bill list each month and shall approve by verbal resolution their concurrence with the payment of such bills.

The South Amboy Redevelopment Agency may establish procedures for automated signatures.

Receipts and Deposits:

The South Amboy Redevelopment Agency will receive all payments pertaining to the Agency both over the counter and through the mail. No cash is allowed to be received without authorization of the Executive Director. The Agency bookkeeping staff will then endorse all checks and money orders with the Authority's designated bank deposit account number and deposit as soon as possible thereafter. The Agency bookkeeping staff will apply the receipts to the receipts ledger. A copy of the deposit tickets and payments are then filed in the Agency bookkeeping staff office and maintained in the receipts ledger. The bookkeeper will reconcile the receipts ledger against the bank statement.

This policy rescinds all previous authorization policies and shall become effective upon its adoption.

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


Kevin F. Meszaros, Chairman

Attested to:


Kelly A. Wolff, Secretary

Meeting Date: June 3, 2021

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

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, RCM 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 RCM 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, 2021 through June 30, 2022, 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.



Chairman

Attested to:



Kelly Wolff, Secretary

Meeting Date: June 3, 2021

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

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 \$ 9,200.00; 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 \$ 9,200.00 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, 2021 through June 30, 2022, and to perform the duties set forth in the attached engagement letter and limited in aggregate to an amount not to exceed \$ 9,200.00, 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 Lerch, Vinci and Higgins shall perform budget preparation services in accordance with the attached proposal.

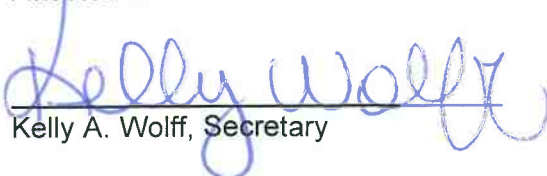
BE IT FURTHER RESOLVED, that subject to the attachment of the certifications referred to above, the Chairman and the Agency Secretary are hereby authorized to execute the attached Agreement.

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



Chairman

Attested to:



Kelly A. Wolff, Secretary

Meeting Date: June 3, 2021

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

SOUTH AMBOY REDEVELOPMENT AGENCY

**RESOLUTION
AWARDING A CONSULTING AGREEMENT**


WHEREAS, the South Amboy Redevelopment Agency (the "AGENCY") has the need for consulting services to assist the Agency in various aspects of the redevelopment process and in the negotiations, management and oversight of the Agency's various redevelopment agreements; and

WHEREAS, the consulting to be provided by Beacon Planning and Consulting Services, LLC, Colts Neck, New Jersey; NW Financial Group LLC, Hoboken, New Jersey; CME Associates, Parlin, New Jersey; Heyer Gruel, Red Bank, New Jersey; Topology NJ, LLC, Newark, New Jersey ("The FIRM") are being obtained through a fair and open process; 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 consultants to provide special services set forth in the proposal annexed hereto and incorporated herein; and

BE IT FURTHER RESOLVED, that the Agency Executive Director and Agency Secretary on behalf of the Agency are authorized to execute the agreement with the Firm.



Chairman

Attested to:



Kelly A. Wolff, Secretary

Meeting Date: June 3, 2021

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

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 Potomac Hudson Environmental, Inc., South Amboy, New Jersey; French and Parrello Associates Inc., Wall, New Jersey; Paulus Sokowski and Sartor LLC, Warren New Jersey; CME Associates, Monmouth Junction, New Jersey; Acadia Financial Group, Mt. Laurel, New Jersey; Suburban Consulting Engineers, Flanders, New Jersey; and Whitman, Cranbury, 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 Potomac Hudson Environmental, Inc; French and Parrello Associates Inc.; Paulus Sokowski and Sartor LLC; Acadia Financial Group, Inc.; Whitman; Suburban Engineers; and CME Associates shall be and are hereby approved to represent the Agency in the capacity of Environmental Engineer for the period July 1, 2021 through June 30, 2022, 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.


Chairman

Attested to:


Kelly A. Wolff, Secretary

Meeting Date: June 3, 2021

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

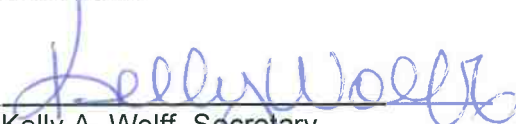
NOW, THEREFORE, BE IT RESOLVED by the SOUTH AMBOY REDEVELOPMENT AGENCY that, Acacia Financial Group, Inc and N W Financial Group shall be and are hereby approved to represent the Agency in the capacity of financial advisors for the period July 1, 2021 through June 30, 2022, and to perform the duties as determined by the Agency in separately determined amounts.

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



Chairman

Attested to:



Kelly A. Wolff, Secretary

Meeting Date: June 3, 2021

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

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 Firm of McManimon, Scotland, and Baumann Roseland, New Jersey is a qualified candidate for the position, (the "Qualified Firm"); and

WHEREAS, the Qualified Firm 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 Firm 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

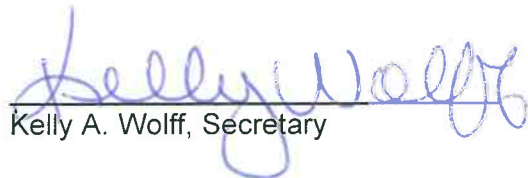
services specified herein, a letter of engagement specifying the exact services and the not to exceed amount shall be authorized by the Agency, and the Agency Treasurer shall certify in writing the availability of the funds.

NOW, THEREFORE, BE IT RESOLVED by the SOUTH AMBOY REDEVELOPMENT AGENCY that the Firm of McManimon, Scotland and Baumann is hereby retained to represent the Agency in the capacity of Special Counsel for the period July 1, 2021 through June 30, 2022, 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.


Chairman

Attested to:


Kelly A. Wolff, Secretary

Meeting Date: June 3, 2021

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

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 CME Associates, Howell, New Jersey; Center State Engineering, Monroe, New Jersey; Heyer Gruel, Red Bank, New Jersey and Beacon Planning and Consulting services, L.L.C., Colts Neck, New Jersey; (the "Qualified Firms"); are qualified to provide the services; 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 planners to provide the services set forth in the proposal annexed hereto and incorporated herein from time to time, as required; and

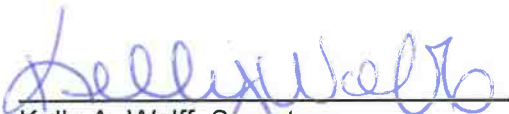
WHEREAS, as required by N.J.A.C. 5:34-5.5 et seq., prior to the undertaking of any services specified herein, a letter of engagement specifying the exact services and the not to exceed amount shall be authorized by the Agency, and the Agency Treasurer shall certify in writing the availability of the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

NOW, THEREFORE, BE IT RESOLVED by the SOUTH AMBOY REDEVELOPMENT AGENCY that CME Associates, Center State Engineering, Heyer Gruel and Beacon Planning and Consulting Services shall be and are hereby approved to represent the Agency in the capacity of Planner for the period July 1, 2021 through June 30, 2022, 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.


Chairman

Attested to:


Kelly A. Wolff, Secretary

Meeting Date: June 3, 2021

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

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., Somerville, New Jersey and New Jersey Realty Advisory Group, LLC, Woodbridge, 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

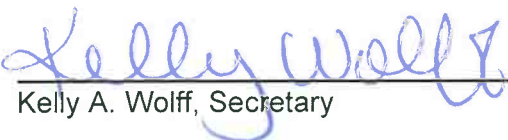
WHEREAS, as required by N.J.A.C. 5:34-5.5 et seq., prior to the undertaking of any services specified herein, a letter of engagement specifying the exact services and the not to exceed amount shall be authorized by the Agency, and the Agency Treasurer shall certify in writing the availability of the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

NOW, THEREFORE, BE IT RESOLVED by the SOUTH AMBOY REDEVELOPMENT AGENCY that Sterling, DiSanto & Associates, LLC and New Jersey Realty Advisory Group, LLC shall be and is hereby approved to represent the Agency in the capacity of assessor and valuation consultants for the period July 1, 2021 through June 30, 2022, 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.


Chairman

Attested to:


Kelly A. Wolff, Secretary

Meeting Date: June 3, 2021

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

SOUTH AMBOY REDEVELOPMENT AGENCY

RESOLUTION

APPROVING QUALIFIED RESPONDANTS TO PERFORM PROFESSIONAL SERVICES- SPECIAL ENGINEERING 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 special 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, Center State Engineering Associates, Monroe Township, New Jersey, CME Associates, Parlin, 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, Center State Engineering Associates and CME Associates are hereby qualified to represent the Agency in the capacity of Special Services Engineer for the period July 1, 2021 through June 30, 2022, and to perform the duties as determined by the Agency from time to time, in separately determined amounts.

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


Chairman

Attested to:


Kelly A. Wolff, Secretary

Meeting Date: June 3, 2021

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

SOUTH AMBOY REDEVELOPMENT AGENCY

RESOLUTION

**APPROVING QUALIFIED RESPONDANTS TO PERFORM ARCHITECTURAL
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 USA Architects, Somerville, New Jersey, Paulus Sokowski and Sartor Engineering LLC, Warren, New Jersey and The Musial Group, Warren, 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 USA Architects, Paulus Sokowski and Sartor Engineering LLC and The Musial Group; shall be and are hereby approved to represent the Agency in the capacity of Architect for the period July 1, 2021 through June 30, 2022, 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.


Chairman

Attested to:


Kelly Wolff, Secretary

Meeting Date: June 3, 2021

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

**GOVERNING BODY CERTIFICATION OF THE ANNUAL AUDIT
FORM OF RESOLUTION**

WHEREAS, N.J.S.A. 40A: 5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year (*insert fiscal year*) has been filed by a Registered Municipal Accountant with the (*insert "Clerk of the Board of Freeholders" or "Municipal Clerk"*) pursuant to N.J.S.A. 40A: 5-6, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations; and

WHEREAS, the members of the governing body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations, as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE BE IT RESOLVED, That the (*name of governing body*) of the (*name of local unit*), hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.



Kevin F. Meszaros, Chairman

Attested to:



Kelly A. Wolff, Secretary

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION PASSED AT
THE MEETING HELD ON June 3, 2021

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

NO PHOTO COPIES OF SIGNATURES

STATE OF NEW JERSEY
COUNTY OF *Middlesex*

We, members of the governing body of the *South Amboy Redevelopment Agency*, in the County of *Middlesex*, being duly sworn according to law, upon our oath depose and say:

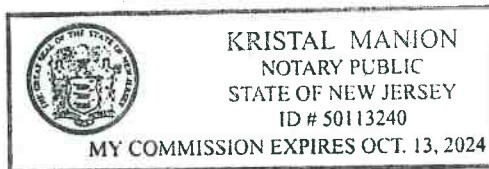
1. We are duly elected (or appointed) members of the *South Amboy Redevelopment Agency* of the *South Amboy* in the county of Middlesex;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2020;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

(L.S.)	<i>Tommy Baker</i>	(L.S.)	<i>Raymond</i>
(L.S.)	<i>Michelle Baker</i>	(L.S.)	<i>to to</i>
(L.S.)	<i>[Signature]</i>	(L.S.)	
(L.S.)	<i>[Signature]</i>	(L.S.)	
(L.S.)	<i>Yusuf Datto</i>	(L.S.)	

Deely Wolf
Clerk

Sworn to and subscribed before me this
7th Day of JUNE 2021

Kristal Manion
Notary Public of New Jersey



The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

STATE OF NEW JERSEY
MIDDLESEX COUNTY

SS.

I, Kelly Wolff, being of full
age, being duly sworn upon her oath, certifies:
that a notice of which the annexed is a true copy, was
published in the Home News Tribune which is a newspaper
published in Middlesex County, New Jersey;
on the 15th of May, 2021.
in said newspaper.

Sworn and subscribed before me this
May 15, 2021.


Notary Public of New Jersey



Home News Tribune



Publication Name:

Home News Tribune

Publication URL:

Publication City and State:

Somerville , NJ

Publication County:

Somerset

Notice Popular Keyword Category:

Notice Keywords:

Notice Authentication Number:

202105190833408582103

1677824954

Notice URL:

[< Back \(/Search.aspx#searchResults\)](/Search.aspx#searchResults)

Notice Publish Date:

Saturday, May 15, 2021

SOUTH AMBOY REDEVELOPMENT AGENCY COMPARATIVE STATEMENTS OF NET POSITION AS OF JUNE 30, 2020 AND 2019

2020	2019
ASSETS	
Unrestricted Current Assets	
Cash and Cash Equivalents	\$1,483,420
Accounts Receivable	21,874
Prepaid Items	342
NJEDA Grants Receivable	83,228
Total Unrestricted Current Assets	1,588,522
Restricted Current Assets	
Redevelopers Escrow Account Cash and Cash Equivalents	230,002
Cost of Issuance Account Cash and Cash Equivalents	204,616
Total Restricted Current Assets	211,297
Total Current Assets	1,818,524
Noncurrent Assets	
Capital Assets Buildings	11,605,505
Land	290,400
Property Held for Redevelopment	943,120
Construction In Progress	1,927,720
Accumulated Depreciation	(2,756,307)
Total Noncurrent Assets	12,010,438
Total Assets	13,828,962
LIABILITIES	
Current Liabilities	
Payable from Unrestricted Assets Accounts Payable	\$25,685
Accrued Interest on Bonds	35,146
Unearned Revenue	83,228
Total Current Liabilities Payable from Unrestricted Assets	144,059
Current Liabilities Payable from Restricted Assets Revenue Bonds Payable	80,000
Escrow Deposits Payable	230,002
Total Current Liabilities Payable from Restricted Assets	310,002
Total Current Liabilities	454,061
Non-Current Liabilities	
Revenue Bonds Payable	2,675,000
Total Non-Current Liabilities	2,675,000
Total Liabilities	3,129,061
NET POSITION	
Net Investment in Capital Assets	9,255,438
Unrestricted	1,444,463
Total Net Position	\$10,699,901
2019	
ASSETS	
Unrestricted Current Assets	
Cash and Cash Equivalents	\$1,556,268
Accounts Receivable	21,874
Prepaid Items	342
NJEDA Grants Receivable	83,228
Total Unrestricted Current Assets	1,639,838
Restricted Current Assets	
Redevelopers Escrow Account Cash and Cash Equivalents	230,002
Cost of Issuance Account Cash and Cash Equivalents	204,616
Total Restricted Current Assets	211,297
Total Current Assets	1,851,135
Noncurrent Assets	
Capital Assets Buildings	11,605,505
Land	290,400
Property Held for Redevelopment	943,120
Construction In Progress	1,927,720
Accumulated Depreciation	(2,466,171)
Total Noncurrent Assets	11,929,536
Total Assets	13,780,671
LIABILITIES	
Current Liabilities	
Payable from Unrestricted Assets Accounts Payable	\$11,616
Accrued Interest on Bonds	37,144
Unearned Revenue	83,228
Total Current Liabilities Payable from Unrestricted Assets	131,988
Current Liabilities Payable from Restricted Assets Revenue Bonds Payable	75,000
Escrow Deposits Payable	230,002
Total Current Liabilities Payable from Restricted Assets	279,616
Total Current Liabilities	411,604
Non-Current Liabilities	
Revenue Bonds Payable	2,755,000
Total Non-Current Liabilities	2,755,000
Total Liabilities	3,166,604
NET POSITION	
Net Investment in Capital Assets	9,106,217
Unrestricted	1,507,850
Total Net Position	\$10,614,067

SOUTH AMBOY REDEVELOPMENT AGENCY COMPARATIVE STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION FOR THE FISCAL YEARS ENDED JUNE 30, 2020 AND 2019

2020	2019
OPERATING REVENUES	
Contributions of Property Held for Redevelopment	\$371,038
Redeveloper Fees and Contributions	140,312
Rent	173,592
Total Operating Revenues	360,475
OPERATING EXPENSES	
City of South Amboy - Interlocal Agreement	75,553
Other Expenses	156,774
Depreciation	290,136
Total Operating Expenses	481,869
OPERATING GAIN / (LOSS)	(121,394)
NON-OPERATING INCOME (EXPENSES)	
Interest Income	19,095
Interest Expense	(99,357)
Total Non-Operating Income (Expenses)	(76,887)
CHANGE IN NET POSITION	(198,281)
Total Net Position, Beginning of year	\$10,812,348
Total Net Position, End of year	\$10,614,067

[Back \(/Search.aspx#searchResults\)](#)

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Select Language ▼

Powered by [Google Translate \(https://translate.google.com\)](#)

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF SOUTH AMBOY
Address: 140 N BROADWAY
SOUTH AMBOY NJ 08879
USA

Ad No.: 0004735450
Pynt Method Invoice
Net Amt: \$144.48

Run Times: 1

No. of Affidavits: 0

Run Dates: 05/15/21

Text of Ad:

**SOUTH AMBOY REDEVELOPMENT AGENCY
COMPARATIVE STATEMENTS OF NET POSITION
AS OF JUNE 30, 2020 AND 2019**

	2020	2019
ASSETS		
Unrestricted Current Assets		
Cash and Cash Equivalents	\$1,483,420	\$1,556,268
Accounts Receivable	21,874	-
Prepaid Items	-	342
NJEDA Grants Receivable	83,228	83,228
Total Unrestricted Current Assets	1,588,522	1,639,838
Restricted Current Assets		
Redevelopers Escrow Account		
Cash and Cash Equivalents	230,002	204,616
Cost of Issuance Account		
Cash and Cash Equivalents	-	6,681
Total Restricted Current Assets	230,002	211,297
Total Current Assets	1,818,524	1,851,135
Noncurrent Assets		
Capital Assets		
Buildings	11,605,505	11,605,505
Land	290,400	290,400
Property Held for Redevelopment	943,120	572,082
Construction In Progress	1,927,720	1,927,720
Accumulated Depreciation	(2,756,307)	(2,466,171)
Total Noncurrent Assets	12,010,438	11,929,536
Total Assets	13,828,962	13,780,671

**SOUTH AMBOY REDEVELOPMENT AGENCY
COMPARATIVE STATEMENTS OF NET POSITION
AS OF JUNE 30, 2020 AND 2019**

	2020	2019
LIABILITIES		
Current Liabilities Payable from Unrestricted Assets		
Accounts Payable	\$25,685	\$11,616
Accrued Interest on Bonds	35,146	37,144
Unearned Revenue	83,228	83,228
Total Current Liabilities Payable from Unrestricted Assets	144,059	131,988
Current Liabilities Payable from Restricted Assets		
Revenue Bonds Payable	80,000	75,000
Escrow Deposits Payable	230,002	204,616
Total Current Liabilities Payable from Restricted Assets	310,002	279,616
Total Current Liabilities	454,061	411,604
Non-Current Liabilities		
Revenue Bonds Payable	2,675,000	2,755,000
Total Non-Current Liabilities	2,675,000	2,755,000
Contingencies		
Total Liabilities	3,129,061	3,166,604
POSITION		
Net Investment in Capital Assets	9,255,438	9,106,217
Unrestricted	1,444,463	1,507,850
Total Net Position	\$10,699,901	\$10,614,067

**SOUTH AMBOY REDEVELOPMENT AGENCY
COMPARATIVE STATEMENTS OF REVENUES, EXPENSES AND
CHANGES IN NET POSITION
FOR THE FISCAL YEARS ENDED JUNE 30, 2020 AND 2019**

3600 Highway 66, Neptune, NJ 07753

	2020	2019
OPERATING REVENUES		
Contributions of Property Held for Redevelopment	\$371,038	
Redeveloper Fees and Contributions	140,312	\$186,883
Rent	173,592	173,592
Total Operating Revenues	684,942	360,475
OPERATING EXPENSES		
of South Amboy - Interlocal Agreement	75,553	45,696
Other Expenses	156,774	146,035
Depreciation	290,136	290,138
Total Operating Expenses	522,463	481,869
OPERATING GAIN / (LOSS)	162,479	(121,394)
NON-OPERATING INCOME (EXPENSES)		
Interest Income	19,095	22,470
Interest Expense	(95,740)	(99,357)
Total Non-Operating Income (Expenses)	(76,645)	(76,887)
CHANGE IN NET POSITION	85,834	(198,281)
Total Net Position, Beginning of year	10,614,067	10,812,348
Total Net Position, End of year	\$10,699,901	\$10,614,067
(\$144.48)		

0001735450-01

SOUTH AMBOY REDEVELOPMENT AGENCY

RESOLUTION

**AUTHORIZING EXECUTION
OF AN INTERIM COST AGREEMENT WITH
ASHLING DEVELOPMENT, L.L.C.**

WHEREAS, the South Amboy Redevelopment Agency (the "Agency") has been contacted by Ashling Development, L.L.C. ("Ashling Development") about the possibility of developing certain properties within the City of South Amboy, (the "Property"); and

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

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

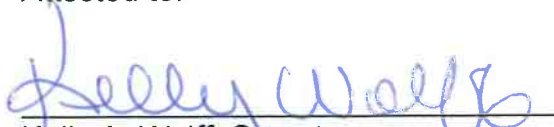
NOW, THEREFORE, BE AND IT HEREBY IS RESOLVED by the South Amboy Redevelopment Agency, as follows:

1. The Agency hereby approve the Interim Cost Agreement 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, attached hereto as Schedule 1, on behalf of the Agency.



Kevin F. Meszaros, Chairman

Attested to:



Kelly A. Wolff, Secretary

Meeting Date: June 3, 2021

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

INTERIM COSTS AGREEMENT

THIS INTERIM COSTS AGREEMENT (the "Interim Cost Agreement") is entered into this 3 day of June, 2021, by and 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" or "SARA"),

and

ASHLING DEVELOPMENT, L.L.C., a New Jersey limited liability company with offices at 494 Sycamore Avenue, Shrewsbury, New Jersey 07702 (together with its successors and assigns, the "Redeveloper"). The Agency and Redeveloper each may individually be referred to herein as a "Party," and collectively as, the "Parties."

1. Definitions.

A. Interim Costs. Interim Costs shall include, to the extent applicable, the Agency's reasonably incurred out-of-pocket fees, costs, and expenses related to the 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 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 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; included but not limited to consulting, legal, secretarial, administrative, accounting, utility and banking costs and fees.

2. Escrow Account.

Immediately upon the execution of this Interim Costs Agreement, the Redeveloper shall pay \$25,000.00 to the South Amboy Redevelopment Agency which the Agency shall deposit into an interest-bearing escrow account established by it for the payment of its Administrative and Interim Costs. Said funds shall be dispersed as follows:

- (a) in connection with Interim Costs, prior to the Agency's withdrawal of funds from the escrow for the payment of its Interim Costs, the Agency shall provide the Redeveloper with a copy of each invoice reflecting Interim Costs to be paid. Unless the Redeveloper within 15 days of sending of any such copy, provides a written objection that any invoice item is not an Interim Costs, the Agency shall be free to withdrawn funds from the escrow for the payment of such invoiced services; and

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

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

3. Interest Distribution.

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

1. Any interest less than \$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:

**THE SOUTH AMBOY
REDEVELOPMENT AGENCY**

By: 

Kelly A. Wolff, Secretary

By: 

Kevin Meszaros, Chairman

ATTEST:

ASHLING DEVELOPMENT, L.L.C.

By: _____

By: _____

Michael Tennyson

**RESOLUTION OF THE SOUTH AMBOY REDEVELOPMENT AGENCY,
IN THE CITY OF SOUTH AMBOY, COUNTY OF MIDDLESEX, NEW
JERSEY DESIGNATING MANHATTAN BEACH PHASE 1 URBAN
RENEWAL LLC AS A REDEVELOPER OF CERTAIN PROPERTY
WITHIN THE CITY OF SOUTH AMBOY AND AUTHORIZING THE
EXECUTION OF A REDEVELOPMENT AGREEMENT WITH
MANHATTAN BEACH PHASE 1 URBAN RENEWAL LLC IN
CONNECTION THEREWITH**

WHEREAS, the City of South Amboy (the “**City**”) is authorized pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”) to determine whether certain parcels of land within the City constitute an area in need of redevelopment; and

WHEREAS, the Municipal Council of the City (the “**City Council**”) previously designated certain properties within the City, including without limitation, the parcels identified on the tax map of the City as Block 161.02, Lot 20, 23, 24, 24.01, 25, 90, 90.01, 6.02 and a portion of Lot 20.01 (the “**Redevelopment Area**”) as an “area in need of redevelopment” pursuant to the Redevelopment Law and the redevelopment laws which preceded it; and

WHEREAS, on December 17, 2014, by Ordinance No. 13-2014, the City Council adopted the Beach Club District Redevelopment Plan (the “**Original Redevelopment Plan**”), which Original Redevelopment Plan superseded and replaced the existing redevelopment plans as same related to the parcels comprising the Beach Club District Properties, and on December 19, 2018, by Ordinance No. 18-2018, the City Council amended the Original Redevelopment Plan (collectively, the “**Redevelopment Plan**”), containing development standards for, among others, that portion of the Redevelopment Area comprised of Block 161.02, Lots 20, 23, 24 and 24.01 (the “**Project Site**”); and

WHEREAS, pursuant to the provisions of the Redevelopment Law, specifically N.J.S.A. 40A:12A-4, the South Amboy Redevelopment Agency (“**SARA**”) was established as an instrumentality of the City with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, to provide for the implementation of the Redevelopment Plans, SARA wishes to contract with an entity capable of engaging in site acquisition, remediation, planning, and end-use development thereof; and

WHEREAS, SARA has previously designated Manhattan Beach Club Street, LLC (the “**Master Redeveloper**”) as master redeveloper of the Redevelopment Area, and the City and SARA have entered into that certain tri-party Amended and Restated Redevelopment Agreement with Master Redeveloper (the “**Master Redevelopment Agreement**”) relating thereto; and

WHEREAS, Manhattan Beach Phase 1 Urban Renewal LLC (the “**Redeveloper**”), through its affiliates, has contracted through purchase and sale agreements with: (i) affiliates of

the Master Redeveloper to acquire Lots 20 and 23 of the Project Site; and (ii) Jarmel South Amboy Realty LLC to acquire Lots 24 and 24.01 of the Project Site; and

WHEREAS, the Redeveloper proposes to redevelop the Project Site by constructing a residential project, consisting of approximately 486 residential units thereon, along with the undertaking of certain residential units affordable to households of low and moderate income (the “**Project**”); and

WHEREAS, the Redevelopment Law authorizes a redevelopment entity to **arrange** or contract for the planning, construction or undertaking of any redevelopment work in an area designated as “an area in need of redevelopment” pursuant to *N.J.S.A. 40A:12A-8*; and

WHEREAS, SARA and the Redeveloper have determined to enter into a Redevelopment Agreement (the “**Redevelopment Agreement**”), pursuant to which the Redeveloper, subject to its acquisition of the Project Site, will be responsible for effectuating the redevelopment of the Project Site through the construction of the Project; and

WHEREAS, SARA has determined that the Redeveloper possesses the proper qualifications, financial resources and capacity to implement and complete the Project in accordance with the Redevelopment Plan; and

WHEREAS, SARA desires to authorize the execution of the Redevelopment Agreement with the Redeveloper, which shall set forth the rights and obligations of the respective parties, as well as the anticipated time frame for the completion of certain tasks; and

WHEREAS, SARA further desires to designate the Redeveloper as the “redeveloper” of the Project, as that term is defined in the Redevelopment Law, subject to the conditions set forth in the Redevelopment Agreement.

NOW THEREFORE BE IT RESOLVED by the Commissioners of the Agency that:

Section 1. The recitals hereof are incorporated herein as if set forth at length.

Section 2. SARA hereby approves the Redevelopment Agreement and the Chairperson and/or the Executive Director are hereby authorized to execute said agreement in substantially the form as that on file with SARA, subject to such additions, deletions, modifications or amendments deemed necessary by such officer in his discretion in consultation with counsel, which additions, deletions, modifications or amendments do not alter the substantive rights and obligations of the parties thereto, and to take all other necessary and appropriate actions to effectuate the foregoing agreement.

Section 3. Upon execution of the Redevelopment Agreement and the acquisition, by the Redeveloper, of the Site, and so long as the Redevelopment Agreement remains in full force and effect, the Redeveloper, is hereby designated as the “redeveloper” of the Site in accordance with the Redevelopment Law.

Section 4. This resolution shall take effect immediately.


Kevin F. Meszaros, Chairman

Attested to:


Kelly Wolff, Secretary

Meeting Date: June 3, 2021

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

**RESOLUTION OF THE SOUTH AMBOY REDEVELOPMENT AGENCY,
IN THE CITY OF SOUTH AMBOY, COUNTY OF MIDDLESEX, NEW
JERSEY DESIGNATING SA 101 MAIN STREET URBAN RENEWAL
LLC AS A REDEVELOPER OF CERTAIN PROPERTY WITHIN THE
CITY OF SOUTH AMBOY AND AUTHORIZING THE EXECUTION OF
A REDEVELOPMENT AGREEMENT WITH SA 101 MAIN STREET
URBAN RENEWAL LLC IN CONNECTION THEREWITH**

WHEREAS, the City of South Amboy (the “**City**”) is authorized pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**Redevelopment Law**”), to determine whether certain parcels of land within the City constitute an area in need of redevelopment; and

WHEREAS, the Municipal Council of the City (the “**City Council**”) previously designated certain properties within the City, including the parcel identified on the tax map of the City as Block 160 and Lot 1 and commonly known as 101 Main Street (the “**Project Site**”), as an “area in need of redevelopment” pursuant to the Redevelopment Law and the redevelopment laws which preceded it; and

WHEREAS, on July 5, 1995, by Ordinance No. 20-95, the City Council adopted a redevelopment plan known as the “Northern Waterfront Redevelopment Plan” (the “**Original Redevelopment Plan**”) for certain properties within the City including the Project Site; and

WHEREAS, on July 15, 2020, the City adopted Ordinance No. 08-2020 to, among other things, amend the Original Redevelopment Plan to permit light industrial uses, and to provide associated bulk standards therefor, applicable to the Project Site (the “**Redevelopment Plan**”); and

WHEREAS, pursuant to the provisions of the Redevelopment Law, specifically N.J.S.A. 40A:12A-4, the South Amboy Redevelopment Agency (“**SARA**”) was established as an instrumentality of the City with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, to provide for the implementation of the Redevelopment Plan, SARA wishes to contract with an entity capable of engaging in site acquisition, remediation, planning, and end-use development thereof; and

WHEREAS, an affiliate of SA 101 Main Street Urban Renewal LLC (“**Redeveloper**”) is the contract purchaser of the Project Site; and

WHEREAS, the Redeveloper proposes to purchase the Project Site from South Amboy Land Development LLC and construct thereon a project consisting of: (a) an approximately 300,000 square foot warehouse and light industrial facility with approximately forty-seven (47) loading positions and space to store approximately seventy-two (72) trailers, and (b) certain on and off-site public and other infrastructure improvements (the “**Project**”); and

WHEREAS, the Redevelopment Law authorizes a redevelopment entity to arrange or contract for the planning, construction or undertaking of any redevelopment work in an area designated as "an area in need of redevelopment" pursuant to *N.J.S.A. 40A:12A-8*; and

WHEREAS, SARA and the Redeveloper have determined to enter into a Redevelopment Agreement (the "**Redevelopment Agreement**"), pursuant to which the Redeveloper, subject to its acquisition of the Project Site, will be responsible for effectuating the redevelopment of the Project Site through the construction of the Project; and

WHEREAS, SARA has determined that the Redeveloper possesses the proper qualifications, financial resources and capacity to implement and complete the Project in accordance with the Redevelopment Plan; and

WHEREAS, SARA desires to authorize the execution of the Redevelopment Agreement with the Redeveloper, which shall set forth the rights and obligations of the respective parties, as well as the anticipated time frame for the completion of certain tasks; and

WHEREAS, SARA further desires to designate the Redeveloper as the "redeveloper" of the Project, as that term is defined in the Redevelopment Law, subject to the conditions set forth in the Redevelopment Agreement.

NOW THEREFORE BE IT RESOLVED by the Commissioners of the Agency (the "**Board**") that:

Section 1. The recitals hereof are incorporated herein as if set forth at length.

Section 2. SARA hereby approves the Redevelopment Agreement and the Chairperson and/or the Executive Director are hereby authorized to execute said agreement in substantially the form as that on file with SARA, subject to such additions, deletions, modifications or amendments deemed necessary by the Chairperson in his discretion in consultation with counsel, which additions, deletions, modifications or amendments do not alter the substantive rights and obligations of the parties thereto, and to take all other necessary and appropriate actions to effectuate the foregoing agreement.

Section 3. Upon execution of the Redevelopment Agreement and the acquisition, by the Redeveloper, of the Site, and so long as the Redevelopment Agreement remains in full force and effect, the Redeveloper, is hereby designated as the "redeveloper" of the Project Site in accordance with the Redevelopment Law.

Section 4. This resolution shall take effect immediately.



Kevin F. Meszaros, Chairman

Attested to:


Kelly Wolff, Secretary

Meeting Date: June 3, 2021

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

**RESOLUTION OF THE SOUTH AMBOY REDEVELOPMENT AGENCY APPROVING
ACCESS AGREEMENT WITH 135 MAIN ST SA, LLC**

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, on February 28, 2017, GenOn Rema, LLC and NRG Energy, Inc. (together, "**GenOn**"), SARA and the City of South Amboy (the "**City**") entered into a Settlement Agreement (the "**Settlement Agreement**") providing, among other things that (1) GenOn would convey a 2 acre portion of Block 161.01, Lot 26 (the "**SARA Property**"), adjacent to the proposed ferry terminal parking lot, to SARA and that (2) SARA is responsible for costs associated with compliance with Industrial Site Recovery Act ("**ISRA**"); and

WHEREAS, on February 14, 2020, GenOn conveyed the SARA Property to SARA; and

WHEREAS, Main ST SA, LLC (the "**Developer**"), an affiliate of LS Power, intends to acquire GenOn's property (the balance of Block 161.01, Lot 26) and construct thereon a clean energy facility (the "**Project**"), providing a ratable for the City and creating union construction and permanent jobs; and

WHEREAS, the Developer proposes to access the SARA Property to, at its expense, conduct such environmental investigation and remediation as is necessary to comply with ISRA, which is necessary for the Developer to acquire GenOn's property and construct the Project; and

WHEREAS, the Developer proposes to enter into an Access and Remediation Agreement (the "**Access and Remediation Agreement**"); and

WHEREAS, SARA desires to approve execution of the Access and Remediation Agreement.

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

Section 1. The recitals are incorporated herein as though fully set forth at length.

Section 2. The Access and Remediation Agreement is hereby approved. The Chairman, Executive Director and Secretary are hereby authorized to execute the Access and Remediation 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 3. This resolution shall take effect immediately.


Kevin F. Meszaros, Chairman

Attested to:


Kelly A. Wolff, Secretary

Meeting Date: March 4, 2021

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

**RESOLUTION OF THE SOUTH AMBOY REDEVELOPMENT AGENCY
ACKNOWLEDGING INTENT TO REDEVELOP WAS TERMINAL a.k.a. THE WISCHE
PROPERTY SITE PURSUANT TO A COMPREHENSIVE PLAN WITHIN THREE YEARS
FROM REMEDIATION, AND FUTURE CONTRACTUAL RELATIONSHIP WITH DYNAMIC
EARTH, LLC**

WHEREAS, the South Amboy Redevelopment Agency (SARA), a subdivision of the political State of New Jersey, has applied for a grant from the Hazardous Discharge Site Remediation Fund ("HDSRF") Municipal Grant Program, through the Department of Environmental Protection (NJDEP) and the New Jersey Economic Development Authority (NJEDA), to implement a preliminary assessment ("PA"), site investigation ("SI"), remedial investigation ("RI"), and/or remedial action ("RA"), each as necessary, (the "Grant") for the WAS Terminal a.k.a. The Wische Property, located on Rosewell Street at Block 161.02, Lot 24 (the "Property"); and

WHEREAS, it is in the interests of SARA and its citizens to apply for, and to accept, the Grant for the Property; and

WHEREAS, application for the Grant requires the Municipality to (a) resolve that it has a comprehensive plan, (b) evidence intent to redevelop the Property within three years of remediation; (c) form a contractual relationship with an environmental consultant; and

WHEREAS, there exists a realistic opportunity that the Property will be redeveloped in accordance with the City of South Amboy's (the "City") comprehensive redevelopment plan within three (3) years from completion of remediation; and

NOW, THEREFORE, BE IT RESOLVED by SARA that the Redevelopment Plan for the Property, as amended from time to time, is a Comprehensive Plan, that the City anticipates redevelopment of the Property within three years of remediation.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the NJDEP and the NJEDA.


Kevin F. Meszaros, Chairman

Attested to:


Kelly A. Wolff, Secretary

Meeting Date: March 4, 2021

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

M: 01-07-2021 :01

SOUTH AMBOY REDEVELOPMENT AGENCY

RESOLUTION

**AUTHORIZING EXECUTION
OF AN INTERIM COST AGREEMENT WITH
TRANSIT VILLAGE at SOUTH AMBOY URBAN RENEWAL, LLC**

WHEREAS, the South Amboy Redevelopment Agency (the "Agency") has been contacted by Transit Village at South Amboy Urban Renewal, L.L.C. ("Transit Village") about the possibility of developing certain properties within the City of South Amboy, known as 160-168 Main Street (the "Property"); and

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

WHEREAS, Transit Village 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, attached hereto as Schedule 1, on behalf of the Agency.



Kevin F. Meszaros, Chairman

Attested to:



Kelly A. Wolff, Secretary

Meeting Date: January 7, 2021

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

INTERIM COSTS AGREEMENT (the "Interim Cost Agreement"), dated as of January 7, 2021, by and 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

TRANSIT VILLAGE at SOUTH AMBOY URBAN RENEWAL, L.L.C. a New Jersey limited liability company, its successors and assigns, with offices located at 348 9th Street, Jersey City, New Jersey 07924 ("Redeveloper"), collectively (the "Parties").

The Redeveloper agrees to bear the costs of the Agency in connection with the negotiations between the Parties in connection with the property known as 160-168 Main Street, South Amboy, New Jersey (the "Property"), in accordance with this Interim Cost Agreement as follows:

I. 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, commonly referred to as a portion of lower Main Street (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 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; included but not limited to consulting, legal, secretarial, administrative, accounting, utility and banking costs and fees.

2. Escrow Account.

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

- (a.) in connection with Interim Costs, prior to the Agency's withdrawal of funds from the escrow for the payment of its Interim Costs, the Agency shall provide the Redeveloper with a copy of each invoice reflecting Interim Costs to be paid. Unless the Redeveloper within 15 days of sending of 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 invoiced services; and
- (b.) in connection with Administrative Costs the Agency shall be authorized to deduct \$1000.00 per month, on or after the 15th day of each month, without prior approval of the Redeveloper.

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

3. Interest Distribution.

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

1. Any interest less than \$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, Secretary

SOUTH AMBOY REDEVELOPMENT AGENCY

BY: 
Kevin Meszaros, Chairman

ATTEST:


Witness Doreen McDougall

TRANSIT VILLAGE at SOUTH AMBOY
URBAN RENEWAL, L.L.C.

BY: 
Peter Macco, Managing Member

Historic Downtown Property Management, LLC

345 Tenth Street
Jersey City, NJ 07302

JPMorgan Chase Bank, N.A.
56 Christopher Columbus Drive
Floor 1
Jersey City, NJ 07302

3407

01/27/2021

**** TEN THOUSAND AND 00/100 DOLLARS

PAY TO THE
ORDER OF

South Amboy Redevelopment Agency
140 North Broadway
South Amboy, NJ 08879

\$10,000.00**



Lamine Maceo

AUTHORIZED SIGNATURE

⑈003407⑈ ⑈021202337⑈ 911556202⑈

DATE:01/27/2021 CK#:3407 TOTAL:\$10,000.00** BANK:CHASE - HDPM Operating Account(hdpm6202)
PAYEE:South Amboy Redevelopment Agency(v0000778)

Property Account
160mcomm 7201-0030

Invoice - Date
01272021 - 01/27/2021

Description
Escrow account for transit village -

Amount
10,000.00

10,000.00

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above TRANSIT VILLAGE at South Amboy Urban Renewal LLC	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 345 Tenth Street	Requester's name and address (optional)
6 City, state, and ZIP code Jersey City NJ 07302	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number								
			-			-		
or								
Employer identification number								
2	6	-	0	1	3	9	5	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ 
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Date ▶ **1-25-2020**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.