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1 HUDSON COUNTY IMPROVEMENT AUTHORITY

2

3 IN THE MATTER OF : TRANSCRIPT OF

4 THE REGULAR MONTHLY MEETING : PROCEEDINGS

5 -----

6

7 WEDNESDAY, JUNE 5, 2019

8 830 BERGEN AVENUE, 9TH FLOOR

9 JERSEY CITY, NEW JERSEY

10

11 BOARD MEMBERS:

12 FRANK PESTANA, CHAIRMAN

13 JAMES DORAN, VICE CHAIRMAN

14 NICHOLAS GOLDSACK, TREASURER

15 FRANK LORENZO, SECRETARY

16 FRED M. BADO, COMMISSIONER (ABSENT)

17 BRIAN DELLABELLA, COMMISSIONER (ABSENT)

18 JEFFREY DUBLIN, COMMISSIONER

19 MARTIN T. MARTINETTI, COMMISSIONER

20 JOHN PEREDA, COMMISSIONER

21

22 APPEARANCES:

23 NORMAN M. GUERRA, CHIEF EXECUTIVE OFFICER

24 KURT CHERRY, EXECUTIVE DIRECTOR/CFO

25 WILLIAM J. NETCHERT, GENERAL COUNSEL

ELIZABETH RAMOS, ASSISTANT SECRETARY TO THE BOARD

R.J. O'CONNELL ASSOCIATES
P.O. BOX 277
CEDAR GROVE, NEW JERSEY 07009
(973) 239-7252

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1 (The meeting commences at 5:44 p.m.)

2 CHAIRMAN PESTANA: We'll call the

3 meeting to order.

4 Everyone please rise to salute the flag.

5 (The Pledge of Allegiance is recited.)

6 CHAIRMAN PESTANA: Call the roll.

7 MS. RAMOS: Commissioner Bado not

8 present. Commissioner Dellabella not present.

9 Commission Doran.

10 COMMISSIONER DORAN: Here.

11 MS. RAMOS: Commissioner Dublin.

12 COMMISSIONER DUBLIN: Here.

13 MS. RAMOS: Commissioner Goldsack.

14 COMMISSIONER GOLDSACK: Here.

15 MS. RAMOS: Commissioner Lorenzo.

16 COMMISSIONER LORENZO: Here.

17 MS. RAMOS: Commissioner Martinetti.

18 COMMISSIONER MARTINETTI: Here.

19 MS. RAMOS: Commissioner Peneda.

20 COMMISSIONER PENEDA: Here.

21 MS. RAMOS: Chairman Pestana.

22 CHAIRMAN PESTANA: Here.

23 MS. RAMOS: Chairman, we have a quorum

24 with seven board members present, two not present.

25 CHAIRMAN PESTANA: Counselor?

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2 ALSO PRESENT:

3 MARY-ELLEN GILPIN, HCIA

4 JAMES POLICASTRO, HCIA

5 MICHAEL O'CONNOR, HCIA

6 MICHAEL COMBA, HOBOKEN STRATEGY GROUP

7 JEFF LANIGAN

8 TED DOMURACKI

9 DAN KNITZER

10 MICHAEL COHEN

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1 MR. NETCHERT: Yes, Mr. Chairman. This

2 is a public meeting. Notice of tonight's meeting

3 was forwarded to the Jersey Journal and the

4 Star-Ledger for publication in those newspapers,

5 and, in fact, were published in the newspaper on

6 May 29th, 2019. Notice was also forwarded to the

7 Clerk of the County of Hudson and Clerk of the

8 Hudson County Board of Freeholders for posting on

9 their respective bulletin boards. And finally

10 notice was posted on the bulletin board outside of

11 this meeting room and on the Authority's website.

12 These notices are all in compliance with the

13 requirements of Open Public Meetings Act.

14 CHAIRMAN PESTANA: Thank you. Okay. So

15 at this time, we'll call for approval of the

16 minutes of the last meeting. Do we have any

17 motions?

18 COMMISSIONER GOLDSACK: Motion.

19 COMMISSIONER DORAN: Second.

20 CHAIRMAN PESTANA: Motion by

21 Commissioner Goldsack, second by Commissioner

22 Doran.

23 MS. RAMOS: Commissioner Doran.

24 COMMISSIONER DORAN: Aye -- yes.

25 MS. RAMOS: Commissioner Dublin.

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1 COMMISSIONER DUBLIN: Abstain.
 2 MS. RAMOS: Okay. Commissioner
 3 Goldsack.
 4 COMMISSIONER GOLDSACK: Yes.
 5 MS. RAMOS: Commissioner Lorenzo.
 6 COMMISSIONER LORENZO: Yes.
 7 MS. RAMOS: Commissioner Martinetti.
 8 COMMISSIONER MARTINETTI: Yes.
 9 MS. RAMOS: Commissioner Peneda.
 10 COMMISSIONER PENEDA: Yes.
 11 MS. RAMOS: Chairman Pestana.
 12 CHAIRMAN PESTANA: Yes.
 13 MS. RAMOS: The minutes of April 10,
 14 2019, regular board meeting are approved with
 15 seven board members voting yes, one abstention,
 16 two not present.
 17 CHAIRMAN PESTANA: Okay. At this time,
 18 we'll take comments from the --
 19 MS. RAMOS: Excuse me. I'm sorry, six
 20 board members voting yes.
 21 CHAIRMAN PESTANA: -- take comments from
 22 the public. Anything related to the agenda?
 23 Seeing none, the public portion is now
 24 closed. Norman?
 25 MR. GUERRA: Item Number 4, Resolution

6

1 Number 6-2019-4 of the Hudson County Improvement
 2 Authority ratifying payment of certain costs and
 3 expenses of the Authority for the month of May
 4 2019.
 5 CHAIRMAN PESTANA: Can we do June as
 6 well?
 7 MR. GUERRA: Item Number 5, Resolution
 8 Number 6-2019-5 of the Hudson County Improvement
 9 Authority authorizing payment of certain costs and
 10 expenses of the Authority for the month of June
 11 2019.
 12 CHAIRMAN PESTANA: Are there any motions
 13 authorizing payment for May and June?
 14 COMMISSIONER GOLDSACK: Motion.
 15 COMMISSIONER PENEDA: Second.
 16 CHAIRMAN PESTANA: Motion by
 17 Commissioner Goldsack, second by Commissioner
 18 Peneda.
 19 MS. RAMOS: Commissioner Doran.
 20 COMMISSIONER DORAN: Yes.
 21 MS. RAMOS: Commissioner Dublin.
 22 COMMISSIONER DUBLIN: Yes.
 23 MS. RAMOS: Commissioner Goldsack.
 24 COMMISSIONER GOLDSACK: Yes.
 25 MS. RAMOS: Commissioner Lorenzo.

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1 COMMISSIONER LORENZO: Yes.
 2 MS. RAMOS: Commissioner Martinetti.
 3 COMMISSIONER MARTINETTI: Yes.
 4 MS. RAMOS: Commissioner Peneda.
 5 COMMISSIONER PENEDA: Yes.
 6 MS. RAMOS: Chairman Pestana.
 7 CHAIRMAN PESTANA: Yes.
 8 MS. RAMOS: Resolution Number 6-2019-4
 9 and Resolution 6-2019-5, as amended, pass with
 10 seven board members voting yes, two not present.
 11 MR. GUERRA: Item Number 6, Resolution
 12 Number 6-2019-6 of the Hudson County Improvement
 13 Authority authorizing an agreement with Counseling
 14 Care Associates, LLC, to provide employee
 15 assistance program to Authority employees. Care
 16 Counseling has been providing for our program for
 17 the past few years. They have been most
 18 responsive to our employees and continue to
 19 demonstrate the compassion needed when counseling
 20 our employees. The contract is a renewal, the
 21 same terms and conditions as the expiring
 22 contract. I recommend the contract be awarded to
 23 Care Counseling in the annual amount of \$5,220 for
 24 a period beginning July 1, 2019, through June 30,
 25 2020.

8

1 CHAIRMAN PESTANA: Do we have any
 2 questions?
 3 COMMISSIONER PENEDA: I'll make the
 4 motion.
 5 COMMISSIONER DORAN: Second.
 6 CHAIRMAN PESTANA: We have a motion by
 7 Commissioner Peneda, second by Commissioner Doran.
 8 MS. RAMOS: Commissioner Doran.
 9 COMMISSIONER DORAN: Yes.
 10 MS. RAMOS: Commissioner Dublin.
 11 COMMISSIONER DUBLIN: Yes.
 12 MS. RAMOS: Commissioner Goldsack.
 13 COMMISSIONER GOLDSACK: Yes.
 14 MS. RAMOS: Commissioner Lorenzo.
 15 COMMISSIONER LORENZO: Yes.
 16 MS. RAMOS: Commissioner Martinetti.
 17 COMMISSIONER MARTINETTI: Yes.
 18 MS. RAMOS: Commissioner Peneda.
 19 COMMISSIONER PENEDA: Yes.
 20 MS. RAMOS: Chairman Pestana.
 21 CHAIRMAN PESTANA: Yes.
 22 MS. RAMOS: Resolution 6-2019-6 passes
 23 in the affirmative with seven board members voting
 24 yes, two not present.
 25 MR. GUERRA: Item Number 7, Resolution

1 6-2019-7 of the Hudson County Improvement
 2 Authority authorizing renewal of an agreement to
 3 provide governmental affairs consulting services
 4 and inter-local agreements for shared services
 5 with the County of Hudson, Hudson County Community
 6 College, and Hudson County Vocational-Technical
 7 School with Winning Strategies Washington, LLC.

8 They have been working in conjunction
 9 with the entities I mentioned. They've been
 10 working with the various County departments on the
 11 2019 federal agenda budget hearings. They've been
 12 keeping the County abreast as to the
 13 appropriations. There's a number of programs such
 14 as CDBG, the homeless assistance, the Ryan White,
 15 and many other programs that they've been working
 16 on for those other entities.

17 The resolution before you authorizes its
 18 renewal. Again, it's the same terms and
 19 conditions. It's a one year contract, it's \$8,000
 20 per month, which, again, is shared equally by the
 21 three entities. And I recommend the contract be
 22 renewed with Winning Strategies as noted in the
 23 resolution.

24 CHAIRMAN PESTANA: Any questions?

25 COMMISSIONER DUBLIN: All these entities

1 contribute to the \$8,000?

2 MR. GUERRA: Yes.

3 COMMISSIONER DUBLIN: That includes
 4 Hudson County, County Prep also?

5 MR. GUERRA: It's the Schools of
 6 Technology, that organization. It's the community
 7 college and it's the County of Hudson.

8 CHAIRMAN PESTANA: Any other questions?
 9 Any motions?

10 COMMISSIONER GOLDSACK: Motion.

11 CHAIRMAN PESTANA: Motion by
 12 Commissioner Goldsack.

13 COMMISSIONER LORENZO: Second.

14 CHAIRMAN PESTANA: Second by
 15 Commissioner Lorenzo.

16 MS. RAMOS: Commissioner Doran.

17 COMMISSIONER DORAN: Yes.

18 MS. RAMOS: Commissioner Dublin.

19 COMMISSIONER DUBLIN: Yes.

20 MS. RAMOS: Commissioner Goldsack.

21 COMMISSIONER GOLDSACK: Yes.

22 MS. RAMOS: Commissioner Lorenzo.

23 COMMISSIONER LORENZO: Yes.

24 MS. RAMOS: Commissioner Martinetti.

25 COMMISSIONER MARTINETTI: Yes.

1 MS. RAMOS: Commissioner Peneda.

2 COMMISSIONER PENEDA: Yes.

3 MS. RAMOS: Chairman Pestana.

4 CHAIRMAN PESTANA: Yes.

5 MS. RAMOS: Resolution 6-2019-7 passes
 6 in the affirmative with seven board members voting
 7 yes, two not present.

8 MR. GUERRA: Item Number 8, Resolution
 9 6-2019-8 of the Hudson County Improvement
 10 Authority authorizing the renewal of property
 11 casualty insurance for the Skyway Golf Course to
 12 the Scirocco Group. Selective Insurance sort of
 13 specializes in golf course insurance, has been
 14 providing coverage since the opening. The
 15 increase, I believe it's in the amount of \$920, is
 16 primarily due to a slight increase in the rate.
 17 The expiring premium was \$41,875. This renewal is
 18 \$42,795. I recommend the renewal -- renewal of
 19 the contract in the amount of \$42,795 for the next
 20 year.

21 CHAIRMAN PESTANA: Any questions?

22 Motions?

23 COMMISSIONER PENEDA: I'll make the
 24 motion.

25 COMMISSIONER DORAN: Second.

1 CHAIRMAN PESTANA: Motion by
 2 Commissioner Peneda, second by Commissioner Doran.

3 MS. RAMOS: Commissioner Doran.

4 COMMISSIONER DORAN: Yes.

5 MS. RAMOS: Commissioner Dublin.

6 COMMISSIONER DUBLIN: Yes.

7 MS. RAMOS: Commissioner Goldsack.

8 COMMISSIONER GOLDSACK: Yes.

9 MS. RAMOS: Commissioner Lorenzo.

10 COMMISSIONER LORENZO: Yes.

11 MS. RAMOS: Commissioner Martinetti.

12 COMMISSIONER MARTINETTI: Yes.

13 MS. RAMOS: Commissioner Peneda.

14 COMMISSIONER PENEDA: Yes.

15 MS. RAMOS: Chairman Pestana.

16 CHAIRMAN PESTANA: Yes.

17 MS. RAMOS: Resolution 6-2019-8 passes
 18 in the affirmative with seven board members voting
 19 yes, two not present.

20 MR. GUERRA: Chairman, we'll hold Number
 21 9 to the end, we'll do that one last.

22 Item Number 10, Resolution Number
 23 6-2019-10 of the Hudson County Improvement

24 Authority concerning review of the findings of the
 25 Local Finance Board made at a meeting of said

1 board on May 8, 2019, in accordance with the
2 provisions of N.J.S.A. 40A:5A-7 with respect to
3 issuance of County-guaranteed pooled notes.
4 Again, the matter relating to the pooled note
5 program and issuing of such notes. And we have
6 the received positive findings on this matter.
7 The resolution before you confirms that it's been
8 reviewed by the Board.

9 CHAIRMAN PESTANA: Any questions?
10 Motions?

11 COMMISSIONER GOLDSACK: Motion.

12 COMMISSIONER DORAN: Second.

13 CHAIRMAN PESTANA: Motion by
14 Commissioner Goldsack, second by Commissioner
15 Doran.

16 MS. RAMOS: Commissioner Doran.

17 COMMISSIONER DORAN: Yes.

18 MS. RAMOS: Commissioner Dublin.

19 COMMISSIONER DUBLIN: Yes.

20 MS. RAMOS: Commissioner Goldsack.

21 COMMISSIONER GOLDSACK: Yes.

22 MS. RAMOS: Commissioner Lorenzo.

23 COMMISSIONER LORENZO: Yes.

24 MS. RAMOS: Commissioner Martinetti.

25 COMMISSIONER MARTINETTI: Yes.

1 MS. RAMOS: Commissioner Peneda.

2 COMMISSIONER PENEDA: Yes.

3 MS. RAMOS: Chairman Pestana.

4 CHAIRMAN PESTANA: Yes.

5 MS. RAMOS: Resolution 6-2019-10 passes
6 in the affirmative with seven board members voting
7 yes, two not present.

8 MR. GUERRA: Item Number 11, Resolution
9 Number 6-2019-11 authorizing the execution of an
10 agreement by and between the Hudson County
11 Improvement Authority and the Hudson County
12 Schools of Technology regarding certain services
13 related to the Authority's design-build agreement
14 with Terminal Construction Corp.

15 This has to do with the chilling and the
16 cooling tower, which is part of the system. The
17 purpose of the agreement is to be providing
18 funding to the school, who in turn, will enter
19 into an agreement with a company called EMCOR to
20 provide for the warranty services. This agreement
21 with the school requires funding to be dedicated
22 for that purpose only. So the warranty services
23 for a ten year period is \$73,619.

24 So we will do a contract with the
25 school, provide them with that money, from the pot

1 of funds we have and they will be required to use
2 it strictly for that maintenance agreement.
3 Ted Domuracki is with us, if you have
4 any questions. I think that pretty well sums it
5 up.

6 COMMISSIONER DUBLIN: This is the
7 company that put in the chiller or this is a
8 different company?

9 MR. GUERRA: This is Ted Domuracki,
10 he --

11 MR. DOMURACKI: We got proposals from
12 three firms. This was a requirement after we put
13 in the application for paper for permits in order
14 to get the rebate and it's a fairly large rebate.
15 One of the consultants at the state added this
16 requirement, based on our final approval to get
17 the rebate.

18 So as you recall, your approved the
19 micro turf for 119,000 about four months ago.
20 This was an additional ask for maintenance for a
21 ten year contract to get approval to pay for the
22 performance rebate. It was over \$500,000.

23 MR. GUERRA: And while Ted is touching
24 upon that, we did receive -- we're going to
25 receive the check, but we have been notified that

1 we're going to be receiving approximately 500 --

2 MR. DOMURACKI: \$580,000.

3 MR. GUERRA: And \$80,000 under that same
4 program. And we also were just given another
5 award, along with the school, for LEED Gold. And
6 that was by the United States Green Building
7 Association.

8 MR. DOMURACKI: So the rebate that we're
9 going to get for the micro turf, which is 120. So
10 the total rebate we're going to get is about 580,
11 plus 120.

12 COMMISSIONER DUBLIN: Ted, my
13 understanding from the previous meeting we had was
14 that if we're going to get the rebates and credits
15 for this, we had to have some guarantee that there
16 was upkeep and maintenance, and that we would be
17 providing that?

18 MR. DOMURACKI: What we did was make
19 sure that we put it in escrow, so that we didn't
20 pay a ten-year-fee up front, but rather we're
21 paying it ten years, each year, tentatively.

22 COMMISSIONER DUBLIN: Right. But it's
23 really maintenance and regular upkeep.

24 MR. DOMURACKI: Yes, it's a maintenance
25 and repair, which is a good thing for the school.

1 CHAIRMAN PESTANA: Any other questions?
 2 Any motions?
 3 COMMISSIONER GOLDSACK: Motion.
 4 COMMISSIONER DORAN: Second.
 5 CHAIRMAN PESTANA: Motion by
 6 Commissioner Goldsack, second by Commissioner
 7 Doran.
 8 MS. RAMOS: Commissioner Doran.
 9 COMMISSIONER DORAN: Yes.
 10 MS. RAMOS: Commissioner Dublin.
 11 COMMISSIONER DUBLIN: Yes.
 12 MS. RAMOS: Commissioner Goldsack.
 13 COMMISSIONER GOLDSACK: Yes.
 14 MS. RAMOS: Commissioner Lorenzo.
 15 COMMISSIONER LORENZO: Yes.
 16 MS. RAMOS: Commissioner Martinetti.
 17 COMMISSIONER MARTINETTI: Yes.
 18 MS. RAMOS: Commissioner Peneda.
 19 COMMISSIONER PENEDA: Yes.
 20 MS. RAMOS: Chairman Pestana.
 21 CHAIRMAN PESTANA: Yes.
 22 MS. RAMOS: Resolution 6-2019-11 passes
 23 in the affirmative with seven board members voting
 24 yes, two not present.
 25 MR. GUERRA: Item Number 12, Resolution

1 Number 6-2019-12 of the Hudson County Improvement
 2 Authority authorizing execution of an agreement
 3 with the New Jersey Department of Transportation
 4 and Hudson TMA/HCIA, the safe routes to school
 5 non-infrastructure program. I'm going to ask Kurt
 6 to just touch upon the grant, which is pretty much
 7 a renewal, Kurt?
 8 MR. CHERRY: Thank you and good evening.
 9 The resolution for your consideration this evening
 10 is the acceptance of an award of the safe routes
 11 to school grant. This is a two year grant, the
 12 total amount for the two years is \$213,359.26.
 13 This program is administered through the TMA and
 14 it is for bicycle safety and pedestrian safety for
 15 students going to and from school. It's a great
 16 program.
 17 CHAIRMAN PESTANA: Okay. Questions from
 18 anyone? Motions on this?
 19 COMMISSIONER DORAN: Motion.
 20 COMMISSIONER PENEDA: I'll second it.
 21 CHAIRMAN PESTANA: Motion by
 22 Commissioner Doran, second by Commissioner Peneda.
 23 MS. RAMOS: Commissioner Doran.
 24 COMMISSIONER DORAN: Yes.
 25 MS. RAMOS: Commissioner Dublin.

1 COMMISSIONER DUBLIN: Yes.
 2 MS. RAMOS: Commissioner Goldsack.
 3 COMMISSIONER GOLDSACK: Yes.
 4 MS. RAMOS: Commissioner Lorenzo.
 5 COMMISSIONER LORENZO: Yes.
 6 MS. RAMOS: Commissioner Martinetti.
 7 COMMISSIONER MARTINETTI: Yes.
 8 MS. RAMOS: Commissioner Peneda.
 9 COMMISSIONER PENEDA: Yes.
 10 MS. RAMOS: Chairman Pestana.
 11 CHAIRMAN PESTANA: Yes.
 12 MS. RAMOS: Resolution 6-2019-12 passes
 13 in the affirmative with seven board members voting
 14 yes, two not present.
 15 MR. GUERRA: Item Number 13, Resolution
 16 Number 6-2019-13 of the Hudson County Improvement
 17 Authority authorizing the redirection of
 18 non-processible solid waste generated within
 19 Hudson County from the Keegan Landfill to the
 20 solid waste transfer owned and operated by
 21 Advanced Enterprises Recycling, Inc., in Newark,
 22 New Jersey, for disposal.
 23 As I'm sure most of you are aware, under
 24 our solid waste management plan, Keegan Landfill
 25 has been our designated facility for what's known

1 as Type 13 waste, which is construction,
 2 demolition, and bulk waste. Over the past few
 3 years, they have been in litigation, there's been
 4 a lot of litigation surrounding the landfill and
 5 the New Jersey Sports Authority. I'm sure you've
 6 seen the press regarding the odors emanating from
 7 the landfill.
 8 In 2019, the town filed a complaint and
 9 order to show cause in Superior Court to seek to
 10 close the landfill. By the order issued on May
 11 24, the Court ruled that it had to close
 12 immediately. We, on an emergency basis,
 13 redirected a little bit of Type 13 that goes to
 14 Keegan to our facility that accepts our Type 10
 15 because they are permitted to accept two types.
 16 And I had been in contact with the DEP at that
 17 time.
 18 The purpose of this resolution before
 19 you was to provide for that authorization for the
 20 redirection. Since then, on May 31st, the
 21 Superior Court Appellate Division ordered the
 22 landfill to be reopened. So we've -- so what we
 23 did is we redirected our waste back to the Sports
 24 Authority for now.
 25 However, we handed out a resolution that

1 replaces the one that was in your packet. So we
2 don't have to go through this again because I have
3 a feeling there's going to be more flip-flopping.
4 And this provides me with your authorization to
5 make that determination, as it happens, on an
6 emergency basis.

7 So the one in your packet isn't the one
8 you're acting on, it's the one that I handed out
9 tonight. And there's just one added clause at the
10 very end that in the event of an emergency, I can
11 authorize the waste to go to the other facility.

12 COMMISSIONER DORAN: Norm? This may be
13 a question for Mr. Netchert. We passed a
14 resolution in Harrison recommending opposing the
15 landfill and supporting the efforts of Kearny in
16 doing so, only because I can't describe to you how
17 on different afternoons, I could not go out in my
18 backyard and work on the garden or do anything, it
19 was just that bad. I mean literally sickening.
20 I've also a chest cold for the last month and a
21 half and we can't figure out why. But it really
22 is bad, the smell. And we know regards to where
23 it's coming from, I guess the question I'm asking
24 you is would it be appropriate for me to be
25 abstain on this particular vote?

1 MR. NETCHERT: If you feel you prefer to
2 abstain, you can. There's no need for you to
3 abstain.

4 COMMISSIONER DORAN: Even though we
5 passed a resolution at the council?

6 MR. NETCHERT: This is a resolution
7 authorizing your director to take care of the
8 waste --

9 COMMISSIONER DORAN: Gotcha.

10 MR. NETCHERT: -- to dispose of at a
11 site other than that.

12 COMMISSIONER DORAN: I get it, not
13 necessarily a position taken.

14 MR. GUERRA: And may I add for the
15 long-term, our Type 10 -- DART is designated in
16 accordance with the County Solid Waste Management
17 Plan and the Safe Solid Waste Management Act as
18 our designated facility for Type 10, and Keegan
19 was for 13.

20 So in an emergency, we're doing that.
21 But we're also working on our bid specs because
22 they expire the end of this year -- next year --

23 MS. GILPIN: June.

24 MR. GUERRA: Middle of June. So when I
25 go out to bid, I'm going to put both types of

1 waste because we don't know what's going to happen
2 with Keegan. And at some point, the DART or
3 whoever our designated facility is for Type 10
4 will probably be taking our Type 13. So this is
5 just that short-term.

6 COMMISSIONER DORAN: Okay.

7 COMMISSIONER LORENZO: But I would think
8 he would abstain, since he took a stand in
9 Harrison against the landfill and the thing,
10 that -- wouldn't it be conversial of him to make a
11 vote on something, like, similar to this, even
12 though this was in litigation?

13 COMMISSIONER DORAN: Right.

14 MR. GUERRA: That's what --

15 MR. NETCHERT: The answer was this
16 resolution really is not contrary to the
17 resolution that Harrison has adopted and passed
18 against the Keegan Landfill. This is authorizing
19 the director to --

20 COMMISSIONER DORAN: It's got to go
21 somewhere, this is directing him.

22 MR. NETCHERT: Right.

23 COMMISSIONER LORENZO: I get it.

24 CHAIRMAN PESTANA: This is a resolution
25 for you to redirect. But do we know about the

1 other types, 27, where that is going or --

2 MR. GUERRA: We did that notice, Mayor,
3 13.

4 MS. GILPIN: 13 and 27.

5 MR. GUERRA: 27 is --

6 (Unreportable cross-talk)

7 CHAIRMAN PESTANA: Now, it goes to
8 Keegan. But I'm hearing something interesting
9 that Mary-ellen was told today having to do with
10 grits.

11 COMMISSIONER DORAN: Yes.

12 MS. GILPIN: According to -- I checked
13 with the people at DART. And they cannot accept
14 grits and screenings. But the DEP said that grits
15 and screenings are not currently classified, they
16 have no classification. So, therefore, they don't
17 fall under our waste flow at the moment. They're
18 working on a classification, the DEP, for grits
19 and screenings.

20 COMMISSIONER DORAN: I'm sorry, what are
21 grits and screenings?

22 CHAIRMAN PESTANA: Grits and screenings
23 is material that settles in your treatment plan or
24 sewer lines, like the road debris that may have to
25 be cleaned out. It used to go to Keegan and, you

1 know, that was part of the issue.

2 But related to what DEP said, I got
3 clarification on that as well a few months ago.
4 And if it's after the pretreatment process, it is
5 not -- it is classified as something else, but
6 it's not -- it can't go to Keegan. So we were
7 like up in the air as to where to take this stuff.
8 So we were in limbo.

9 MS. GILPIN: We're in limbo on it still.
10 I think until they classify it, but at this
11 point --

12 (Unreportable cross-talk)

13 CHAIRMAN PESTANA: We're going to
14 SpectraServe, but, you know, we're paying more
15 money.

16 MR. COHEN: Right.

17 MS. GILPIN: Yeah.

18 MR. O'CONNOR: Just for the record, the
19 last discussion was between Chairman Frank
20 Pestana, Director Mary-Ellen Gilpin, and Norman
21 Guerra. And it was related to the colloquially
22 termed grits and screening.

23 CHAIRMAN PESTANA: Any other questions
24 or motions?

25 COMMISSIONER GOLDSACK: Motion.

1 COMMISSIONER LORENZO: Second.

2 CHAIRMAN PESTANA: We have a motion by
3 Commissioner Goldsack, second by Commissioner
4 Lorenzo.

5 MS. RAMOS: Commissioner Doran.

6 COMMISSIONER DORAN: Yes.

7 MS. RAMOS: Commissioner Dublin.

8 COMMISSIONER DUBLIN: Yes.

9 MS. RAMOS: Commissioner Goldsack.

10 COMMISSIONER GOLDSACK: Yes.

11 MS. RAMOS: Commissioner Lorenzo.

12 COMMISSIONER LORENZO: Yes.

13 MS. RAMOS: Commissioner Martinetti.

14 COMMISSIONER MARTINETTI: Yes.

15 MS. RAMOS: Commissioner Peneda.

16 COMMISSIONER PENEDA: Yes.

17 MS. RAMOS: Chairman Pestana.

18 CHAIRMAN PESTANA: Yes.

19 MS. RAMOS: Resolution 6-2019-13 passes
20 in the affirmative with seven board members voting
21 yes, two not present.

22 MR. GUERRA: Item Number 14, Resolution
23 6-2019-14 of the Hudson County Improvement
24 Authority authorizing the fourth amendment to the
25 purchase and sale agreement with Morris Kearny

1 Associates, LLC, for the disposition of the
2 Koppers Seaboard site consisting of Block 287;
3 Lots 32.01, 54, 55, 56, 60, 61.02, also known as
4 61B, 61.03, also known as 61C, 62, 62.01, also
5 known as 62R, 63, 70, 70.01, also known as 70R,
6 71, 71.01, also known as 71R, and 80, as
7 designated on the tax map of the Town of Kearny,
8 Hudson County, New Jersey. I'll refer this to
9 counsel, who will provide you with some detail.

10 MR. NETCHERT: Well, the original
11 purchase sale, sale agreement was -- as it stands
12 now, there's a drop dead closing date of December
13 31st, I believe, or January 1st, 2020. The
14 purchase sale agreement provided for, by contract,
15 extension periods of six months at a time, upon
16 the purchaser paying to the Authority the first
17 extension \$150,000 nonrefundable extension paid.
18 The second extension, for a period of -- I'm
19 sorry, the first extension was for no fee. The
20 second extension was \$150,000. The third
21 extension is \$300,000. The Authority has
22 received, to date, \$450,000 in extension fees.

23 The fourth extension has been requested
24 for a number of reasons, not the least of which is
25 DEP's involvement delaying the closing, the

1 Transit negotiation and the eventual taking by
2 Transit of our property, which is expected to take
3 place on June 21st of this year, a slurry wall
4 issue, a whole bunch of other DEP issues.

5 And the fourth amendment would require
6 that upon execution of that right of extension,
7 that the purchaser pay an additional \$150,000.
8 That \$150,000, we have agreed to credit toward the
9 purchase price.

10 So to date, we have received the
11 \$700,000 deposit, the \$450,000 extension fees,
12 approximately \$70,000 in reimbursement for
13 professional fees paid to the appraiser for the
14 condemnation that we're going to take place on the
15 both the Kearny side and the east side of the
16 property. Yes, it is. And, you know, I guess we
17 can cross our fingers and hope that we will close
18 prior to that date.

19 We will be coming to you with a fifth
20 amendment, not extending the contract, but
21 amending certain of the terms of the purchase and
22 sale agreement, shifting some of the obligations
23 and/or responsibilities, removing some of the
24 obligations and/or responsibilities of the
25 parties, dealing with security by the purchaser of

1 the Authority after closing and things like that.
2 Am I covered, Mike?

3 MR. O'CONNOR: I think so.

4 CHAIRMAN PESTANA: Questions? Any
5 motions?

6 COMMISSIONER GOLDSACK: Motion.

7 COMMISSIONER LORENZO: Second.

8 CHAIRMAN PESTANA: Motion by
9 Commissioner Goldsack, second by Commissioner
10 Lorenzo.

11 MS. RAMOS: Commissioner Doran.

12 COMMISSIONER DORAN: Yes.

13 MS. RAMOS: Commissioner Dublin.

14 COMMISSIONER DUBLIN: Yes.

15 MS. RAMOS: Commissioner Goldsack.

16 COMMISSIONER GOLDSACK: Yes.

17 MS. RAMOS: Commissioner Lorenzo.

18 COMMISSIONER LORENZO: Yes.

19 MS. RAMOS: Commissioner Martinetti.

20 COMMISSIONER MARTINETTI: Yes.

21 MS. RAMOS: Commissioner Peneda.

22 COMMISSIONER PENEDA: Yes.

23 MS. RAMOS: Chairman Pestana.

24 CHAIRMAN PESTANA: Yes.

25 MS. RAMOS: Resolution 6-2019-14 passes

1 in the affirmative with seven board members voting
2 yes, two not present.

3 MR. O'CONNOR: So just because of the
4 circumstance that we are recording this with
5 suboptimal equipment, I'd ask -- the next item
6 will have a presentation by our professionals.
7 This is a video presentation, so if we --
8 obviously with the question and answer, if we
9 could keep it to one person at a time in a Q and
10 A, just so that it's easier for the transcriber
11 ultimately to pick everybody up, if possible.

12 MR. NETCHERT: Should we say the name of
13 the person?

14 MR. O'CONNOR: Yes. Hopefully, again,
15 the person -- I'm sorry, I forget her name, the
16 person who is the regular court reporter will be
17 the one that will transcribe this, and she's
18 generally familiar with everybody's name and
19 terms.

20 But I think I've been doing that here,
21 but I think it may be more give and take, if there
22 is, just to do that, that's all. Thank you.

23 COMMISSIONER GOLDSACK: So we should be
24 recognized if we --

25 MS. RAMOS: State your name.

1 MR. O'CONNOR: Yes. At the beginning,
2 the first time you do that. That's all I'd ask.
3 I've been trying to keep track of that.

4 MR. GUERRA: Item Number 9, Resolution
5 Number 6-2019-9 of the Hudson County Improvement
6 Authority authorizing negotiation of a sublease
7 agreement with Landmark Hospitality - LHM
8 Holdings, LLC, regarding the Casino in the Park.

9 As you may be aware, we had received
10 responses on March 29th to the RFQ/RFP issued for
11 the construction, operation, and maintenance of
12 the new Casino in the Park. We have received
13 three responses. One is Liberty Prime, Jersey
14 City; Landmark Hospitality Company, also located
15 in Jersey City; and The Grove, which was located,
16 I believe, in Cedar Grove.

17 We have our own project team, which
18 consists of Leslie London, Special Counsel, who
19 could not join us this evening, but Ted Domuracki
20 and Mike Cohen are both here, Mike O'Connor, and
21 myself are part of the project team.

22 We met with the respondents for
23 clarification of their submissions. As a
24 follow-up, the project team met again with the
25 respondents to discuss additional information,

1 concepts, et cetera. We met with all the
2 respondents, one of them had dropped out and that
3 was The Grove.

4 The County had formed a selection
5 committee to evaluate and make a recommendation to
6 this Board. The committee consisted of Graig Guy,
7 chief of staff; Mira Prinz-Arey, Jersey City
8 Council Member, Ward B; Brian O'Reilly, an
9 employee of the Authority; Tom Deleo, the County
10 Parks Director; and Marion Rogers, who is a Jersey
11 City West Side community member.

12 The project team met with the committee,
13 we reviewed and discussed the submissions. There
14 were follow-up interviews, we met with not only --
15 we met then with the committee and the respondents
16 to evaluate everything. The criteria used was
17 broken down into three points, demonstrate the
18 experience of the respondent, proposed use of the
19 facility, and incorporation of the community use
20 in the new facility.

21 Since then, they have made a
22 recommendation. What we're going to do now is
23 I'll ask Mike Cohen and Mike O'Connor will hit the
24 button on that presentation or Kurt. If you want
25 to grab that, Kurt, all you got to do is click and

1 it will start. It's all set up.

2 I also gave the members of the Board a
3 copy of the PowerPoint because there's one section
4 that might be a little hard to read as Mike --
5 that's really the most important section of all.

6 MR. COHEN: Thank you, Mr. Guerra, and
7 good evening, Commissioners. This is just a short
8 PowerPoint that basically summarizes many of the
9 points that Mr. Guerra just made. That we put out
10 an RFP in early February and received responses at
11 the end of March.

12 Again, as noted, three responses were
13 received originally. One dropped out and we were
14 left with two companies that were interested,
15 Landmark Hospitality and Liberty Prime.

16 We put together a chart, a comparison
17 chart of the two respondents. This is information
18 that is after all of our meetings and discussions,
19 it summarizes basically their final response. And
20 it gives you a little idea of both of the
21 similarities and the differences between the two
22 responses.

23 Basically, building size, Liberty Prime
24 approximately 26,000 square feet versus Landmark,
25 approximately 24,000 feet for the whole building.

1 The footprint, which is an important
2 element, which is looking down on it on the site,
3 10,200 square feet versus 11,800 square feet for
4 Landmark. You can see their architects that they
5 each used.

6 And then there's a listing of kind of
7 the significant elements of each facility, the
8 restaurant, the meeting rooms, the kitchens, the
9 bars, and the lobby. A comparison of basically
10 sizes and the numbers of each of those. I think
11 one of the interesting things here -- they're
12 relatively similar, neither one is twice the
13 other, they don't have half of both, the number of
14 rooms or size. They're basically showing a very
15 similar type facility.

16 The next slide, again, it's a couple
17 more of the elements. Number one, which was an
18 element that a lot of people were concerned or
19 interested in, which was the rooftop. One of
20 them, Liberty Prime really just showed some
21 balconies outside the meeting halls, while the
22 other one shows quite a large use of the roof with
23 a balcony or a rooftop venue, a bar and a lounge,
24 if you will.

25 Parking was one of the significant

1 issues that came up quite a bit in the
2 discussions, in their submissions. They did
3 change their kind of approach, as we went through
4 this. As anyone, and I think a lot of us here
5 have been to the Casino in the Park over the
6 years, parking is an issue. There's relatively
7 little parking around the building and in the
8 park. Depending on what's going on, it can be a
9 challenge to find parking. And they both dealt
10 with it.

11 They originally dealt with it in
12 different ways and they came back with kind of
13 different solutions. But in the end, they
14 actually both came back with a very similar
15 solution, which was, in effect, to make the
16 building footprint -- that earlier element we
17 talked about, the building footprint smaller to
18 open up more space on the ground, on the site
19 proper. So they both could fit between 70 and 80
20 cars right on the site. That's not enough for the
21 whole event, but it does take a good chunk of cars
22 into account. The rest will be dealt with around
23 in the parking various spots.

24 The next thing that you see is -- and
25 this is a number that they didn't provide, but our

1 project team actually developed, which was to kind
2 of get an idea of, based on the size of the
3 elements we're talking about, how much these
4 facilities may cost. The Liberty Prime facility
5 was a 12-and-a-half-to-13-million-dollar building
6 versus the Landmark facility, which was a little
7 smaller, about 10 and a half million. So
8 basically, it tied to the size.

9 They also did provide an idea of their
10 annual projections for revenue. It wasn't asked
11 for in the RFP, but they both did to kind of go
12 out of the way to let us know where they thought
13 they would be over the proposed 30 year lease of
14 the facility. With Liberty showing significantly
15 smaller numbers, graduating from the first year
16 through the 30 year period. While Landmark just
17 kind of gave where they thought was a max that
18 they would hit in the years 3 to 4.

19 Again, a little different, but they're
20 approaching things a little different in terms of
21 the operation. Which almost sort of ties in the
22 next element, which is their existing venues,
23 where else these folks are. Liberty Prime has the
24 Liberty Prime Steakhouse in downtown Jersey City,
25 as well as Krispy Kreme factories, which they have

1 several of. As opposed to Landmark, which has
2 quite a collection of restaurants and similar type
3 facilities throughout the state or throughout the
4 region, several in New York and several else in
5 New Jersey. The Boathouse at Mercer Lake, the
6 Stone House at Stirling Ridge, the Liberty House
7 obviously here in Jersey City, among others. So
8 one has quite a few facilities versus the other
9 which has one main facility.

10 The last element on the comparison chart
11 is their incorporation of the local community into
12 their thinking, into their response. And both of
13 them were actually very good at responding and
14 saying that they want to be involved with the
15 community, they want to get folks involved, they
16 want to get the employment opportunities out to
17 folks in the area. They were both very responsive
18 and very positive in that regard. So really
19 nothing to choose from there.

20 So that kind of gives you an idea of the
21 elements that the selection committee used to make
22 this selection. Those were the main points.

23 The other thing we have here, which
24 is next -- well, again, Mr. Guerra mentioned to
25 you this was the evaluation makeup of the

1 evaluation committee.

2 And again, as noted, these were the
3 basic three criteria for their selection. Their
4 experience, what they were proposing, the facility
5 they were proposing, and the extent or how they
6 incorporated the community into the facility.

7 So based on that, they have recommended
8 that the Authority negotiate with Landmark
9 Hospitality to try to work out a long-term lease
10 to the property, based on, again, their excellent
11 experience and qualifications, the facility that
12 they proposed, and their interest in working with
13 the community.

14 The other thing they did submit, we
15 thought we would show you quickly, are some of the
16 concept drawings. Again, these are not final
17 architectural drawings, but these are concepts
18 that they came up with. This again is the
19 footprint we talked about. By making it a little
20 smaller and moving it over to one side, you see
21 they were able to get quite a bit of parking on --
22 this is actually a smaller footprint than the
23 building that's out there.

24 MR. GUERRA: But that's two and a half
25 stories.

1 MR. COHEN: We're going to get there.
2 It is higher, but the footprint is actually
3 smaller so that you can get more parking on the
4 site, which is a good solution to the parking
5 issue.

6 Their first floor, which is that bottom
7 level, includes a restaurant, pre-function space,
8 and banquet room, as well as a kitchen and main
9 lobby. They have a second floor, which is
10 basically one large banquet room with pre-function
11 space, a supporting kitchen, restrooms.

12 And this again is the top floor, called
13 the penthouse, but this is the rooftop. They have
14 a large rooftop venue, kind of nice with an
15 interior lounge and outdoor seating all around it
16 with support space.

17 And that's just to give you an idea of
18 what they're talking about. Like Mr. Guerra said,
19 they are showing basically a two-and-a-half,
20 almost three story structure. It's not tall, it's
21 not a high-rise. But it's enough, so again, we
22 could get the site opened up. They're talking
23 about a lot of landscaping, they're talking about
24 outdoor dining. So it's actually a rather elegant
25 use of the site and a nice start. And this is

1 just a start to the design. These are just
2 concepts. Again, just an idea of some of the
3 other facilities they --

4 MR. GUERRA: That Landmark owns.

5 MR. COHEN: Yeah. There's four shots,
6 four different facilities that Landmark owns.
7 None of them are exactly analogous to our site,
8 but they actually are similar. You could take
9 pieces of all of these --

10 MR. GUERRA: The one on the top
11 left-hand corner, that's called the Boathouse,
12 which is in a park in Mercer County? There's one
13 more. This lists all the restaurants Landmark
14 currently owns and operates. And when you look at
15 the evaluation report and if you go to the next
16 slide, Kurt, you know --

17 This slide here are areas of interest
18 that the County would like to see us try to --
19 when I say preserve, either try to remove if
20 possible and incorporate somewhere in the new
21 design. That's that fireplace that we're probably
22 all familiar with, and that brick facade next to
23 the white portion of the slide on the bottom left.

24 The County is engaging a historical
25 architect to work with us, just a little bit, to

1 look at those areas of concern, to see the value
2 of them. And we are working -- we will be working
3 with the operator to try to work with them on
4 their design to try to incorporate this into it.

5 One other thing to be said, Mike, the
6 County has also -- is willing to provide up to \$6
7 million towards this project for what's known as
8 the core and shell. The core and shell will be
9 clearly identified, of course, during the design.
10 And the operator will be required to pay for
11 everything else, all the interior, finish,
12 equipment, kitchen, everything else, elevators.

13 So what will happen next is the County's
14 formed a -- is forming a negotiation committee,
15 who will sit and negotiate a long-term lease with
16 Landmark. Landmark will do the construction
17 themselves, they'll pay for the design, they'll
18 pay for all that. But our engineering firm and
19 mass construction will work with them on the
20 project.

21 So what you're asked here tonight is to
22 accept the recommendation of the selection
23 committee. And that will permit us to begin
24 negotiations with Landmark for a long-term lease.
25 Mr. O'Connor, did I miss anything?

1 MR. O'CONNOR: I think that's it. The
2 only other thing that I would add is back in --
3 back last year, the Authority entered into a lease
4 with the County related to the facility. It was a
5 30 year lease. But because of the time interim
6 and the fact that the County is now pledging
7 significant capital amount, the \$6 million, we'll
8 have to -- the County will have to amend that
9 lease by action of the Freeholder Board. And then
10 we'll come back to the Board here to execute a
11 sublease with the respondent.

12 COMMISSIONER DORAN: What's the current
13 state of the Casino in the Park, I know at one
14 point it was --

15 MR. GUERRA: It's closed. We inspect it
16 every single day, we put in an alarm system, it's
17 completely vacated. And once we have a signed
18 agreement and probably once we actually get the
19 permits to start, just before we start
20 construction, independent of this contract, the
21 County is going to pay have it demolished.

22 COMMISSIONER DORAN: Okay. So pretty
23 much taking --

24 MR. GUERRA: Yes, yes.

25 COMMISSIONER DORAN: Other than whatever

1 they --

2 MR. GUERRA: Other than trying to
3 salvage possibly a couple sections.

4 COMMISSIONER DORAN: It's probably
5 cheaper to build a look-a-like.

6 MR. GUERRA: It's one of the options, we
7 call it replicate. We try to replicate something
8 that was there.

9 CHAIRMAN PESTANA: Do we have a motion?

10 COMMISSIONER DORAN: Motion.

11 CHAIRMAN PESTANA: We have a motion by
12 Commissioner Doran.

13 COMMISSIONER GOLDSACK: I'll second.

14 CHAIRMAN PESTANA: Second by

15 Commissioner Goldsack.

16 MS. RAMOS: Commissioner Doran.

17 COMMISSIONER DORAN: Yes.

18 MS. RAMOS: Commissioner Dublin.

19 COMMISSIONER DUBLIN: Yes.

20 MS. RAMOS: Commissioner Goldsack.

21 COMMISSIONER GOLDSACK: Yes.

22 MS. RAMOS: Commissioner Lorenzo.

23 COMMISSIONER LORENZO: Yes.

24 MS. RAMOS: Commissioner Martinetti.

25 COMMISSIONER MARTINETTI: Abstain.

1 MS. RAMOS: Commissioner Peneda.

2 COMMISSIONER PENEDA: Yes.

3 MS. RAMOS: Chairman Pestana.

4 CHAIRMAN PESTANA: Yes.

5 MS. RAMOS: Resolution 6-2019-9 passes
6 in the affirmative with six board members voting
7 yes, one abstention, two not present.

8 MR. O'CONNOR: Just for the record,
9 since when I moved my phone before, I believe I
10 hit pause and then started this again, there's
11 maybe a -- I make it about a two minute gap in the
12 conversation from Michal Cohen's description about
13 the PowerPoint, that's the only break in the
14 recording.

15 MR. GUERRA: I'm not sure what happened
16 here, but we're going to find out.

17 CHAIRMAN PESTANA: We have to adjourn.
18 Anything else?

19 MR. GUERRA: That's it.

20 CHAIRMAN PESTANA: Do we have a motion
21 to adjourn?

22 COMMISSIONER DORAN: Motion to adjourn.

23 COMMISSIONER PENEDA: Second.

24 CHAIRMAN PESTANA: Motion by

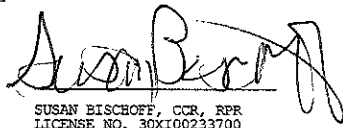
25 Commissioner Doran, second by Commissioner Peneda.

1 All in favor? Aye. Meeting adjourned. Thank
2 you.

3 (The meeting was concluded at
4 approximately 6:30 p.m.)
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1 C E R T I F I C A T E
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6 I HEREBY CERTIFY that the foregoing
7 transcript of the AUDIO RECORDED proceedings in
8 their entirety, as taken stenographically by me,
9 is a true and accurate transcript of the
10 proceedings as recorded, and to the best of my
11 ability.
12

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15 SUSAN BISCHOFF, CCR, RPR
16 LICENSE NO. 30XI00233700
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