



# MEMO

**TO:** Brian Wilton, Deputy Chief Counsel  
Governor's Authorities Unit

**FROM:** Leslie A. Anderson  
President and Chief Executive Officer

**DATE:** November 6, 2020

**SUBJECT:** New Jersey Redevelopment Authority  
Board Meeting Minutes - Expedited Approval Request

In accordance with provisions of the New Jersey Redevelopment Authority Act (P.L. 1996, Chapter 62), I am attaching a certified copy of the minutes of the November 6, 2020, New Jersey Redevelopment Authority's Board Meeting for the Governor's review and approval.

We respectfully ask for expedited approval of the minutes of the November 6, 2020 Board Meeting for each of the items approved due to the pending deadline to expend CARES Act funding. The expedited approval will allow the NJRA to complete grant funding for the Small Business Lease Emergency Assistance Grant Program and implement the grant programs for Essex, Passaic and Ocean counties.

Attachment

c: Sheila Y. Oliver, Lieutenant Governor

NJRA Board Meeting  
November 6, 2020



# MEMO

**TO:** NJRA Members  
**FROM:** Leslie A. Anderson, President and Chief Executive Officer, NJRA  
**Date:** October 30, 2020  
**RE:** NJRA Board Meeting – November 6, 2020

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The New Jersey Redevelopment Authority Board will have a Board Meeting on Friday, November 6, 2020 at 10:00 AM.

Please participate in the meeting by dialing in at:

(609) 858-2500  
Bridge #1  
Pin Code 2501#.

Attached are the agenda items for your consideration. If you have any questions, please feel free to contact me or Ashley Davis at (609) 278-5171.

**NEW JERSEY REDEVELOPMENT AUTHORITY**

November 6, 2020  
150 West State Street  
Trenton, New Jersey 08625  
10:00 AM  
(via Conference Call)

**AGENDA**

❖ **NOTICE OF PUBLIC MEETING**

❖ **ROLL CALL**

❖ **MINUTES-** July 22, 2020

❖ **CHAIRMAN'S REMARKS**

❖ **NEW BUSINESS**

Resolution #20-04      Approval of First Amendment to the Memorandum of Understanding Between the Treasurer of the State of New Jersey and the New Jersey Redevelopment Authority

Resolution #20-05      Approval of a Resolution Approving the Execution of a Memorandum of Understanding with Essex County

Resolution #20-06      Approval of a Resolution Approving the Execution of a Memorandum of Understanding with Passaic County

Resolution #20-07      Approval of a Resolution Approving the Execution of a Memorandum of Understanding with Ocean County

❖ **OTHER BUSINESS**

❖ **PUBLIC COMMENT**

❖ **ADJOURNMENT**

## **NEW JERSEY REDEVELOPMENT AUTHORITY**

150 West State Street  
Trenton, New Jersey 08625  
~~July 22~~November 6, 2020

### **MINUTES**

#### **ATTENDANCE**

- **EX-OFFICIO MEMBERS**

Kimberly Holmes, representing Sheila Y. Oliver, Chairperson, Department of Community Affairs  
Susan Fischer, representing Gubir Grewal, Attorney General  
Michael Jonas, representing Elizabeth Muoio, State Treasurer  
Anthony Findley, representing Catherine McCabe, Commissioner, Department of Environmental Protection  
Dodi Price, representing Angelica Allen-McMillian, Commissioner, Department of Education  
Luis Tamayo, representing Carole Johnson, Commissioner, Department of Human Services  
Roberto Soberanis, representing Robert Asaro-Angelo, Commissioner, Labor  
James B. Lewis, representing Diane Gutierrez-Scaccetti, Commissioner, Department of Transportation  
Paul Ceppi, NJ Economic Development Authority

- **PUBLIC MEMBERS**

Robert Sierra, Public Member  
William Sumas, Public Member  
Barry Vankat, Public Member

- **STAFF**

Leslie A. Anderson, President & CEO  
Darryl Godfrey, Chief Operating Officer  
Jenell Johnson-Baker, Senior Economic Development Advisor  
Ashley Davis, Executive Assistant to the President & CEO  
Dawn Parreott, Senior Manager of Program and Services

- **ALSO ATTENDING**

Elizabeth Tillou, Deputy Attorney General  
Elizabeth Marshall, Deputy Attorney General  
Stephanie Brown, Governor's Authorities Unit

#### **NOTICE OF PUBLIC MEETING**

The meeting was called to order at 10:00 AM.

In accordance with the Open Public Meetings Act, NJRA President and CEO Leslie Anderson, announced that notice of the meeting had been sent to the Trenton Times, Star Ledger, and Asbury Park Press at least 48 hours prior to the meeting and that a meeting notice had been duly posted on the Secretary of State's bulletin board at the State House.

NJRA Board Meeting  
November 6, 2020

## **COMMISSIONER'S REMARKS**

Commissioner Holmes thanked everyone for ~~getting on~~joining this morning's call.

## **APPROVAL OF MINUTES**

July 22, 2020

Motion to Approve: Barry Vankat

Second: Anthony Findley

Yeas: 12

Nays: 0

Abstentions: 0

The minutes of the July 22, 2020 were approved.

## **NEW BUSINESS**

### **RESOLUTION #20-04**

Resolution #20-04      Approval of First Amendment to the Memorandum of Understanding Between the Treasurer of the State of New Jersey and the New Jersey Redevelopment Authority

Motion to Approve: Anthony Findley

Second: Roberto Soberanis

Yeas: 12

Nays: 0

Abstentions: 0 Questions

Anthony Findley

~~4 — Does the NJRA feel confidently that they will be able to move \$6 Million in two months? The date to get the money out is December 1, 2020 not September 1, 2020.~~

~~— What if the tenant is behind more than \$10,000?~~

~~The NJRA will work with the tenant to find other sources of funding that are not Cares Act money including funds from the municipalities and counties.~~

Paul Ceppi

~~5 — Will everyone be eligible for the \$10,000? How will the NJRA measure the size of the businesses applying for the grant?~~

~~Amount of lease payments will correspond and correlate to the size of grant the applicant receives.~~

~~5 — In terms of footprint size how is that determined? Will you also look at the number of employees?~~

~~The NJRA will only look at the size of the business. Many of our potential applicants may not have employees in the traditional sense, they may employ family members or be sole proprietors.~~

-

In addition to increasing the program funding amount by \$4 million, the Treasurer has the ability to extend the date for when funds must be expended.

In providing an overview of the final three (3) resolutions, Leslie Anderson shared that the Board members inadvertently received the incorrect program guidelines for each of the County programs. The corrected guidelines will be sent to the Board members under separate cover. The correct guidelines stated that all of the programs will only provide grant funding for commercial lease payments.

### **RESOLUTION #20-05**

Resolution #20-05

Approval of a Resolution Approving the Execution of a Memorandum of Understanding with Essex County

NJRA Board Meeting

November 6, 2020

Motion to Approve: Barry Vankat  
Yeas: 12

Second: William Sumas  
Abstentions: 0

## **RESOLUTION #20-06**

Resolution #20-06

Approval of a Resolution Approving the Execution of  
a Memorandum of Understanding with Passaic  
County

Motion to Approve: Paul Ceppi  
Yeas: 12

Second: Barry Vankat  
Abstentions: 0

## **RESOLUTION #20-07**

Resolution #20-07

Approval of a Resolution Approving the Execution of  
a Memorandum of Understanding with Ocean County

Motion to Approve: Paul Ceppi  
Yeas: 12

Second: Anthony Findley  
Abstentions: 0 [Questions](#)

~~Susan Fischer~~

~~5 — Is the final MOU going to be amended?~~

~~Yes, the NJRA is working with Gabriel to amend it.~~

~~Barry Vankat~~

~~5 — There is a duplication on the list of eligible municipalities (pages 13 and 14).~~

## **OTHER BUSINESS**

None.

## **PUBLIC COMMENT**

None.

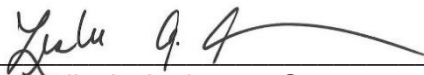
## **ADJOURNMENT**

Motion to Adjourn: William Sumas

Second: Paul Ceppi

The meeting was adjourned at 10:27 am.

**Certification:** The foregoing and attachments represent a true and complete summary of the actions taken by the New Jersey Redevelopment Authority at its November 6, 2020 meeting.



Leslie A. Anderson, Secretary  
New Jersey Redevelopment Authority

NJRA Board Meeting  
November 6, 2020



**RESOLUTION #: 20-04**  
Approval of First Amendment to the  
Memorandum of Understanding  
Between  
the Treasurer of the State of New Jersey and  
the New Jersey Redevelopment Authority  
November 6, 2020

**ACTION REQUESTED**

Approval of an amendment to Memorandum of Understanding (MoU) between the New Jersey State Treasurer (Treasurer) and the New Jersey Redevelopment Authority (NJRA) to increase the Small Business Lease Emergency Assistance Grant Program (the Program) amount by \$4 million through the "Coronavirus Aid, Relief and Economic Security Act," P.L. 116-136, codified at 134 Stat. 281 (the "CARES Act"). This additional \$4 million will be used to support applications that were already received during the initial application process.

**Attachments**

Resolution #20-04  
Memorandum Dated November 6, 2020  
Amended Memorandum of Understanding (MoU) with Treasury



**RESOLUTION #: 20-04**

Approval of First Amendment to the Memorandum of Understanding Between the  
Treasurer of the State of New Jersey and  
the New Jersey Redevelopment Authority  
November 6, 2020

**RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN  
THE TREASURER OF THE STATE OF NEW JERSEY AND THE NEW JERSEY  
REDEVELOPMENT AUTHORITY**

**THE MEMBERS OF THE NEW JERSEY REDEVELOPMENT AUTHORITY** hereby approve the amendment to Memorandum of Understanding (MoU) between the New Jersey State Treasurer (Treasurer) and the New Jersey Redevelopment Authority (NJRA) to increase the Small Business Lease Emergency Assistance Grant Program (the Program) amount by \$4 million through the "Coronavirus Aid, Relief and Economic Security Act," P.L. 116-136, codified at 134 Stat. 281 (the "CARES Act"). This additional \$4 million will be used to support applications that were already received during the initial application process.

A copy of this resolution shall be immediately transmitted to the Governor. This resolution shall take effect immediately, but no action authorized herein shall have force and effect until ten (10) days, Saturdays, Sundays and public holidays excepted, after such copy of this resolution has been delivered to the Governor for his approval, unless during such ten-day period, the Governor shall approve the same, in which case, such action shall become effective upon such approval, as provided in the New Jersey Urban Redevelopment Act.

The foregoing is a true copy of a Resolution adopted by the New Jersey Redevelopment Authority at a meeting held on November 6, 2020

**VOTE**

YES	NO	ABSTAINED
12	0	0



Leslie A. Anderson, Secretary  
New Jersey Redevelopment Authority

NJRA Board Meeting  
November 6, 2020



# MEMO

**TO:** NJRA Board Members

**FROM:** Leslie A. Anderson, President, and CEO

**Date:** November 6, 2020

**RE:** Memorandum of Understanding between the NJRA  
and the New Jersey State Treasurer

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## **ACTION REQUESTED**

Approval of an amendment to Memorandum of Understanding (MoU) between the New Jersey State Treasurer (Treasurer) and the New Jersey Redevelopment Authority (NJRA) to increase the Small Business Lease Emergency Assistance Grant Program (the Program) amount by \$4 million through the "Coronavirus Aid, Relief and Economic Security Act," P.L. 116-136, codified at 134 Stat. 281 (the "CARES Act"). This additional \$4 million will be used to support applications that were already received during the initial application process.

## **RECOMMENDATION**

The Members are asked to approve the amendment to the Memorandum of Understanding with the New Jersey State Treasurer for the Small Business Lease-Emergency Assistance Grant Program.

**FIRST AMENDMENT TO  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TREASURER OF THE STATE OF NEW JERSEY  
AND  
THE NEW JERSEY REDEVELOPMENT AUTHORITY**

This First Amendment (“First Amendment”) to the Memorandum of Understanding (“Original MOU”) made by and between the TREASURER (“Treasurer”) of the New Jersey Department of the Treasury (“Treasury”) and the NEW JERSEY REDEVELOPMENT AUTHORITY (“NJRA”), an instrumentality of the State of New Jersey (the “State”). The NJRA and the Treasurer may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.” Except as otherwise defined herein, all capitalized terms shall have their meaning as set forth in the Original MOU.

**WHEREAS**, the Parties entered into the Original MOU dated July 20, 2020, pursuant to which the Treasurer granted to the NJRA \$6,250,000.00 in CARES Funds, to provide eligible businesses and property owners in NJRA eligible communities grant awards to be used toward monthly lease obligations under the Small Business Lease-Emergency Assistance Grant Program (the “Program”), and for administrative costs incurred from implementing the Program; and

**WHEREAS**, pursuant to the Fiscal Year 2021 Appropriations Act, L. 2020, c.97, monies received from the federal government pursuant to a federal economic stimulus bill are appropriated to the applicable State entity to be spent on the purposes authorized by the federal economic stimulus bill; and

**WHEREAS**, due to the continuation of the COVID-19 Pandemic, businesses throughout the State continue to endure the financial impact of closures, layoffs, and reduction in revenues, resulting in cash flow challenges that negatively impair businesses in their ability to pay existing obligations, such as lease payments; and

**WHEREAS**, the Treasurer has determined that it would be in the best interests of the State to use additional portions of the CARES Funds, in an amount not to exceed \$4,000,000, as further funding for the Program and additional administrative costs.

**NOW THEREFORE**, in consideration of the foregoing the Parties hereby agree as follows:

1. Section 1 of the Original MOU is hereby amended to read as follows:

*Subject to the terms and conditions of this MOU, the Treasurer, as recipient of the CARES Funds shall make available to the NJRA funds in the amount of Ten Million Two-Hundred and Fifty Thousand Dollars (\$10,250,000.00) (the “Grant Funds”) for the purpose of funding the Program. The entire amount of the Grant Funds shall be provided upon full execution of the Original MOU and this First Amendment and submission by NJRA of any requisition or other document required by the Treasurer. The Grant Funds shall be allocated as follows:*

- *\$10,000,000 for the Program*
- *\$250,000 for administrative costs*

2. Section 3.3 of the Original MOU is hereby amended to read as follows:

*All Grant Funds must be disbursed by the Authority no later than December 1, 2020. Based upon reports submitted by the Authority to the Treasurer prior to December 1, 2020, the Treasurer may extend the disbursement date to December 30, 2020. To ensure compliance with the CARES Act and U.S. Department of the Treasury requirements, all Grant Funds must be expended by grantees no later than December 30, 2020.*

NJRA Board Meeting  
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3. Section 3.3 of the Original MOU is hereby amended to read as follows:

*The NJRA shall comply with the CARES Act, including, but not limited to, the U.S. Department of the Treasury Guidance and Frequently Asked Questions, and the U.S. Department of the Treasury Office of the Inspector General Frequently Asked Questions, as they may be updated from time to time, in implementing the Program and expending the Grant Funds for the Program.*

4. New Section 3.8 is hereby added to the Original MOU to read as follows:

*The NJRA will provide the New Jersey Office of Emergency Management documentation in its JEMgrants.org grant tracking system showing a full itemized accounting of 100% of the eligible costs. The NJRA is responsible for tracking and verification of all costs.*

5. New Section 3.9 is hereby added to the Original MOU to read as follows:

*The NJRA is responsible for ensuring the Grant Funds do not constitute a Duplication of Benefits as defined by the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq. The NJRA shall establish appropriate policies and procedures to prevent Duplication of Benefits and shall cooperate with other State departments and agencies to prevent and rectify Duplication of Benefits, which may include, but is not limited to, recoupment of Grant Funds.*

6. Section 4.5 of the Original MOU is hereby amended to read as follows:

*The Effective Date of this MOU shall be the later of the date executed by the Parties below. The term of this MOU shall be for a period of two (2) years of the Effective Date unless extended by mutual agreement of the parties.*

7. Except as otherwise provided in this First Amendment, all of the terms, covenants and conditions of the Original MOU shall remain in full force and effect.
8. All references to the term “MOU” in the Original MOU shall be deemed to refer to the Original MOU, as modified by this First Amendment.
9. The First Amendment shall be effective as of the date of final execution by the parties (“the Effective Date”).

[Signature page follows]

**IN WITNESS WHEREOF**, the Parties have executed and delivered this FIRST AMENDMENT on the date set forth next to their respective signatures below, but effective as of the date set forth above. The Parties agree to accept electronic signatures.

**Treasurer of the State of New Jersey**

\_\_\_\_\_  
By: Elizabeth Maher Muoio

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

**New Jersey Redevelopment Authority**

\_\_\_\_\_  
By: Leslie A. Anderson,  
President and Chief Executive Officer

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

**RESOLUTION #: 20-05**

Approval of a Resolution Approving the Execution of a  
Memorandum of Understanding with Essex County  
November 6, 2020

**ACTION REQUESTED**

Approval of the execution of a Memorandum of Understanding (MoU) between the County of Essex and the New Jersey Redevelopment Authority (NJRA) to create a County Program utilizing \$9 million from the County's CRF moneys.

**BACKGROUND**

The NJRA established a Small Business Emergency Assistance Grant Program to provide short-term operating support to New Jersey small businesses located in 64 distressed urban communities that have been negatively impacted during the declared state of emergency, utilizing appropriated CRF funding, as well as other funds received for that purpose, and NJRA has developed an electronic and manual process to accept and review applications and has gained experience in administering such process. The NJRA Small Business Emergency Assistance Grant Program was oversubscribed and to address the oversubscription to the NJRA Small Business Emergency Assistance Grant Program as well as to increase the availability of funding to small business tenants by expanding certain eligibility criteria, the County has requested assistance with the logistics and processing of applications for a new grant assistance program to be established by the County ("County") with specifications attached hereto as Exhibit A.

The NJRA will utilize an automated application process to support the County Program, and the County will publicize an application opening date through information on its website, its social media channels, and outreach to the media and stakeholders to make this information available to the public in advance of the application period opening and the County will utilize up to Nine Million Dollars (\$9,000,000.00) of funds it received from the CRF for the County Program. The County shall have the sole discretion to determine eligibility and/or criteria for the grants awarded through the County Program.

**ATTACHMENTS**

Resolution #20-05

Memorandum Dated November 6, 2020

Memorandum of Understanding (MoU) with Essex County

Exhibit A

Exhibit B

NJRA Board Meeting

November 6, 2020

**RESOLUTION #: 20-05**

Approval of a Resolution Approving the Execution of a  
Memorandum of Understanding with Essex County  
November 6, 2020

**RESOLUTION APPROVING THE EXECUTION OF A MEMORANDUM OF  
UNDERSTANDING BETWEEN WITH ESSEX COUNTY**

**THE MEMBERS OF THE NEW JERSEY REDEVELOPMENT AUTHORITY** hereby approve the amendment to Memorandum of Understanding (MoU) between the County of Essex and the New Jersey Redevelopment Authority (NJRA) to create a County Program utilizing \$9 million from the County's CRF moneys.

A copy of this resolution shall be immediately transmitted to the Governor. This resolution shall take effect immediately, but no action authorized herein shall have force and effect until ten (10) days, Saturdays, Sundays and public holidays excepted, after such copy of this resolution has been delivered to the Governor for his approval, unless during such ten-day period, the Governor shall approve the same, in which case, such action shall become effective upon such approval, as provided in the New Jersey Urban Redevelopment Act.

The foregoing is a true copy of a Resolution adopted by the New Jersey Redevelopment Authority at a meeting held on November 6, 2020

**VOTE**

YES	NO	ABSTAINED
12	0	0



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Leslie A. Anderson, Secretary  
New Jersey Redevelopment Authority



# MEMO

**TO:** NJRA Members  
**FROM:** Leslie A. Anderson, President, and CEO  
**DATE:** November 6, 2020  
**RE:** Execution of a Memorandum of Understanding with Essex County

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## **ACTION REQUESTED**

Approval of the execution of a Memorandum of Understanding (MoU) between the County of Essex and the New Jersey Redevelopment Authority (NJRA) to create a County Program utilizing \$9 million from the County's CRF moneys.

## **BACKGROUND**

The NJRA established a Small Business Emergency Assistance Grant Program to provide short-term operating support to New Jersey small businesses located in 64 distressed urban communities that have been negatively impacted during the declared state of emergency, utilizing appropriated CRF funding, as well as other funds received for that purpose, and NJRA has developed an electronic and manual process to accept and review applications and has gained experience in administering such process. The NJRA Small Business Emergency Assistance Grant Program was oversubscribed and to address the oversubscription to the NJRA Small Business Emergency Assistance Grant Program as well as to increase the availability of funding to small business tenants by expanding certain eligibility criteria, the County has requested assistance with the logistics and processing of applications for a new grant assistance program to be established by the County ("County Program") with specifications attached hereto as Exhibit A.

The NJRA will utilize an automated application process to support the County Program, and the County will publicize an application opening date through information on its website, its social media channels, and outreach to the media and stakeholders to make this information available to the public in advance of the application period opening and the County will utilize up to Nine Million Dollars (\$9,000,000.00) of funds it received from the CRF for the County Program. The County shall have the sole discretion to determine eligibility and/or criteria for



the grants awarded through the County Program.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN COUNTY OF ESSEX  
AND  
THE NEW JERSEY REDEVELOPMENT AUTHORITY**

This **MEMORANDUM OF UNDERSTANDING** ("MOU") made by and between the County of Essex ("County") and the NEW JERSEY REDEVELOPMENT AUTHORITY ("NJRA"), an instrumentality of the State of New Jersey (the "State"). The NJRA and the County may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party."

**PREAMBLES**

**WHEREAS**, due to the increase in the number of novel coronavirus ("COVID-19") cases in New Jersey, the surrounding region, and across the globe, the Governor of the State of New Jersey issued Executive Order No. 103 declaring a public health emergency and a state of emergency in the State of New Jersey (the "State") on March 9, 2020, allowing for certain executive actions to respond to the increasing amount of COVID-19 cases in the State; and

**WHEREAS**, beginning on March 16, 2020, and to the present time, the Governor has issued multiple Executive Orders to deal with the COVID-19 Pandemic, including the restriction of business activities; and

**WHEREAS**, as a result of the actions taken by the Governor and by states throughout the United States, the U.S. economy and the State economy are suffering losses which are being compared to more than occurred in the Great Depression of the 1930s, and the number of people filing for unemployment insurance both in the State and nationally have reached levels never before seen; and

**WHEREAS** the long-term and short-term capital markets have experienced significant deterioration in value and volatility, which can affect the liquidity and results of operations of companies in the State and the State economy as a whole; and

**WHEREAS**, in response to the COVID-19 Pandemic, Congress enacted the "Coronavirus Aid, Relief and Economic Security Act," P.L. 116-136, codified at 134 Stat. 281 (the "CARES Act"), which provides, among other things, some fiscal relief to the states through the Coronavirus Relief Fund ("CRF"); and

**WHEREAS** the County received funds from the federal government under the CARES Act, which monies must be used in conformance with the requirements of the CARES Act; and

**WHEREAS**, the NJRA established a Small Business Emergency Assistance Grant Program to provide short-term operating support to New Jersey small businesses located in 64 distressed urban communities that have been negatively impacted during the declared state of emergency, utilizing appropriated CRF funding, as well as other funds received for that purpose, and NJRA has developed an electronic and manual process to accept and review applications and has gained experience in administering such process; and

**WHEREAS** the NJRA Small Business Emergency Assistance Grant Program was oversubscribed; and

**WHEREAS**, to address the oversubscription to the NJRA Small Business Emergency Assistance Grant Program as well as to increase the availability of funding to small business tenants by expanding certain eligibility criteria, the County has requested assistance with the logistics and processing of applications for a new grant assistance program to be established by the County ("County Program") with specifications attached hereto as Exhibit A, and wholly incorporated herein; and

**WHEREAS**, the NJRA will utilize an automated application process to support the County Program, and the County will publicize an application opening date through information on its website, its social media channels, and outreach to the media and stakeholders to make this information available to the public in advance of the application period opening; and

**WHEREAS** the County will utilize up to Nine Million Dollars (\$9,000,000.00) of funds it received from the CRF for the County Program; and

**WHEREAS**, the County shall have the sole discretion to determine eligibility and/or criteria for the grants awarded through the County Program; and

**WHEREAS**, pursuant to this MOU, the Parties wish to set forth their understandings with respect to establishing and implementing the County Program.

**NOW, THEREFORE**, the County and the NJRA agree as follows:

Section 1. County Program

Upon execution of this Agreement, the County anticipates establishing the County Program, as described in Exhibit A, utilizing \$9 million from the County's CRF moneys

NJRA Board Meeting

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("County Funds") to be used in a manner consistent with the terms of this MOU. Upon five days of execution of this MOU, the County will transfer all County Funds to the NJRA, and the NJRA will hold the County Funds in a separate bank account that the NJRA will maintain exclusively for the County's behalf to be used for the County Program.

## Section 2. Responsibilities of the County

2.1 The County shall be solely responsible for determining the award of grants to businesses economically impacted by the COVID-19 pandemic that are located in the County, using County Funds through the County Program. The County will make all final decisions regarding grant acceptances and grant declinations.

2.2 The County will be solely responsible for approving the form of all notices and the grant agreement.

2.2 The County will be solely responsible for any appeals process, for ensuring sufficient funds are set aside to cover successful appeals, and for making final administrative determinations on any applicant appeals.

2.3 The County will be solely responsible for tracking the amounts of the approved award and ensuring sufficient County Funds are available for all approved awards.

2.4 The County shall pay to NJRA upon execution of this MOU an administrative fee of 2% of the County Funds.

2.5 The County represents that the County Funds are moneys received by the County from the CRF. The County acknowledges that it is solely responsible for the decision to use the County Funds for the County Program, including, but not limited to, responding to any audit or request for action by the U.S. Department of the Treasury, or any other governmental agency or entity, arising from the County's decision to expend the County Funds under the County Program. The County may not rely on the NJRA for any representation that the County Program complies with requirements applicable to the CRF, including the requirement to expend the County Funds by the CRF deadline, or other federal law, regulation, rule, guidance, or other governmental requirement. The County acknowledges that it is solely responsible for the repayment of the County Funds to the U.S. Department of the Treasury, or any other governmental entity, if such department or entity finds that County Program specifications do not comply with any requirement applicable to the CRF or other federal law, regulation, rule, guidance, or other governmental requirement.

## Section 3. Responsibilities of the NJRA

3.1 The NJRA shall build out an automated application process that is equipped to handle what is expected to be substantial demand and application activity.

3.2 The NJRA shall begin accepting applications for the County Program immediately upon approval of this MOU by the NJRA Board and execution of this MOU.

3.3 The NJRA will make its best efforts to publicize the County Program application opening date through its marketing team. Notwithstanding this provision, the NJRA assumes no obligation to satisfy any legal notice requirements that the County may have.

3.4 The NJRA will provide the use of its Call Center and interpreters.

3.5 The NJRA shall process and evaluate all applications and make an initial eligibility recommendation in accordance with the County's program specifications attached hereto as Exhibit A. Once those initial recommendations are provided to the County, the County will be solely responsible for making final determinations on which applicants to accept or deny. Final determinations will be communicated on an ongoing basis by the County to the NJRA as well as to all applicants. All applicants that are declined will receive written notice from the County on how to submit an appeal.

3.6 Upon receipt from the County of a final determination on an approved applicant, the NJRA will send the grant agreement to the applicant and will wire funds directly to the grantee upon receipt of the fully executed grant agreement from the County, using County Funds it is holding on the County's behalf.

3.7 The NJRA will continue processing applications submitted by businesses located wholly or partially within the County until the earlier of: (a) the County notifies NJRA to cease processing applications, (b) either NJRA or the County terminates this MOU under Section 4.1, (c) no more applications are available to process, or (d) all County Funds have been disbursed.

3.8 Once the County concludes all appeals submitted by applicants, all applications have been processed pursuant to Section 3.7, and all disbursements have been processed for all approved applicants, NJRA shall return any unused portion of the funds within a reasonable period of time.

3.9 The NJRA shall provide the requisite staff and support required to implement the County Program.

3.10 The NJRA shall inform the County when the NJRA starts disbursing County Funds. Thereafter, the NJRA shall submit a bi-weekly report to the County in the form attached as Exhibit B.

#### Section 4. General Provisions

4.1 Termination and Amendments. This MOU may be modified or extended only by prior written agreement by the Parties. This MOU may be terminated by either the NJRA or the County upon thirty (30) days' prior written notice to the other Party.

4.2 This MOU is being entered into for the sole purpose of evidencing the mutual understanding and intention of the Parties.

4.3 There are no third-party beneficiaries of this MOU.

4.4 Notice should be provided to the following addresses:

New Jersey Redevelopment Authority  
Leslie A. Anderson  
President/CEO  
150 West State Street  
Trenton, NJ 08625  
landerson@njra.us  
(609) 278-5171

County of Essex  
Samuel Okparaeké, Essex County Office of Small Business Development and  
Affirmative Action  
465 Dr. Martin Luther King Jr. Blvd  
Room 449A  
Newark, NJ 07102  
(973) 621-2010  
sokparaeké@admin.essexcountynj.org

4.5 The Effective Date of this MOU shall be the later of the date executed by the Parties below. The term of this MOU shall be for one (1) year from the Effective Date. This MOU may be extended by agreement of the Parties.

4.6 The County and the NJRA shall retain all the powers, obligations, and immunities provided by law.

4.7 The Parties acknowledge that the successful completion of each Party's duties hereunder will require cooperation between the Parties. The Parties agree to work cooperatively to achieve the goals of this MOU.

4.8 The recitals appearing before Section 1 are made part of this MOU and are specifically incorporated herein by reference.

**IN WITNESS WHEREOF**, the Parties have executed and delivered this MOU on the date set forth next to their respective signatures below, but effective as of the date set forth above. The Parties agree to accept electronic signatures.

**County of Essex**

\_\_\_\_\_  
By: Brendan W. Gill, Freeholder President

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

**New Jersey Redevelopment Authority**

\_\_\_\_\_  
By: Leslie A. Anderson, President/Chief Executive Officer

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

Attachment: Exhibit A – Essex County Business Emergency Assistance Grant Program  
Exhibit B – Reporting

## **EXHIBIT A**

### **ESSEX COUNTY SMALL BUSINESS LEASE EMERGENCY ASSISTANCE GRANT PROGRAM**

#### **1. Eligible Expenses**

Lease payments

#### **2. Grant Amount**

The Essex County Small Business Lease Emergency Assistance Grant Program will provide grants up to, and not to exceed \$30,000 per applicant.

#### **3. Eligible Businesses**

Commercial tenants located in Essex County currently leasing:

- commercial space in mixed-used buildings
- tenants leasing space in commercial buildings
- store front businesses that lease their space.
- Non-profits entities with the following designations will also be permitted to receive grant funding: 501(c)(3), 501(c)(4), and 501(c)(7).

To be eligible as a small business, the applicant's leased premises must be no more than 7,500 square feet of leasable space. Priority will be given to leased premises of 5,000 square feet or less. Multiple locations leased by the same business shall be aggregated.

#### **4. Ineligible Businesses**

The following types of businesses are not eligible for the grant:

- Home-based businesses
- Franchises with more than one location
- Companies with sub-leases
- Companies with shared spaces
- Businesses with gambling or gaming activities.
- Businesses that conduct or purveyance of "adult" activities, services, and/or products
- Tattoo parlors
- Businesses under any auction or bankruptcy.
- Businesses that have loss due to fire, "lost-of-lease," or are "going-out-of- business,"
- Sales by transient merchants
- Liquor stores, bars
- Vape/tobacco shops

## Ineligible Businesses (cont'd)

- Outdoor Storage
- Any illegal activity; and
- County employees and elected officials, as well as their immediate families, are not eligible to apply.

## 5. **Grant Program Requirements**

The following general requirements must be met to be considered for funding:

1. Businesses must be registered with the Division of Taxation
2. Businesses are ineligible if they have received prior CARES Act funding for lease payments as a result of the COVID19 pandemic
3. Businesses must have been open and operating on or before March 9, 2020 and cannot have been delinquent in lease payments prior to March 9, 2020.



## **EXHIBIT B**

### **REPORTING**

The bi-weekly report on the Essex County Business Emergency Assistance Grant Program shall include:

- total number of applications received, and dollar value requested.
- total number of applications under review and dollar value requested.
- total number of applications declined, and dollar value requested.
- total number of applications approved, and dollar value requested.

## **RESOLUTION #: 20-06**

Approval of a Resolution Approving the  
Execution of a Memorandum of Understanding  
with Passaic County  
November 6, 2020

### **ACTION REQUESTED**

Approval of the execution of a Memorandum of Understanding (MoU) between the County of Passaic and the New Jersey Redevelopment Authority (NJRA) to create a County Program utilizing \$5 million from the County's CRF moneys.

### **BACKGROUND**

The NJRA established a Small Business Emergency Assistance Grant Program to provide short-term operating support to New Jersey small businesses located in 64 distressed urban communities that have been negatively impacted during the declared state of emergency, utilizing appropriated CRF funding, as well as other funds received for that purpose, and NJRA has developed an electronic and manual process to accept and review applications and has gained experience in administering such process. The NJRA Small Business Emergency Assistance Grant Program was oversubscribed and to address the oversubscription to the NJRA Small Business Emergency Assistance Grant Program as well as to increase the availability of funding to small business tenants by expanding certain eligibility criteria, the County has requested assistance with the logistics and processing of applications for a new grant assistance program to be established by the County ("County Program") with specifications attached hereto as Exhibit A.

The NJRA will utilize an automated application process to support the County Program, and the County will publicize an application opening date through information on its website, its social media channels, and outreach to the media and stakeholders to make this information available to the public in advance of the application period opening and the County will utilize up to Five Million Dollars (\$5,000,000.00) of funds it received from the CRF for the County Program. The County shall have the sole discretion to determine eligibility and/or criteria for the grants awarded through the County Program.

### **ATTACHMENTS**

Resolution #20-06  
Memorandum dated November 6, 2020  
Memorandum of Understanding (MoU) with Passaic County  
Exhibit A  
Exhibit B

**RESOLUTION #: 20-06**

Approval of a Resolution Approving the Execution of a  
Memorandum of Understanding with Passaic County  
November 6, 2020

**RESOLUTION APPROVING THE EXECUTION OF A MEMORANDUM OF  
UNDERSTANDING BETWEEN WITH PASSAIC COUNTY**

**THE MEMBERS OF THE NEW JERSEY REDEVELOPMENT AUTHORITY** hereby approve the amendment to Memorandum of Understanding (MoU) between the County of Passaic and the New Jersey Redevelopment Authority (NJRA) to create a County Program utilizing \$5 million from the County's CRF moneys.

A copy of this resolution shall be immediately transmitted to the Governor. This resolution shall take effect immediately, but no action authorized herein shall have force and effect until ten (10) days, Saturdays, Sundays and public holidays excepted, after such copy of this resolution has been delivered to the Governor for his approval, unless during such ten-day period, the Governor shall approve the same, in which case, such action shall become effective upon such approval, as provided in the New Jersey Urban Redevelopment Act.

The foregoing is a true copy of a Resolution adopted by the New Jersey Redevelopment Authority at a meeting held on November 6, 2020

VOTE

YES	NO	ABSTAINED
12	0	0



\_\_\_\_\_  
Leslie A. Anderson, Secretary  
New Jersey Redevelopment Authority



# MEMO

**TO:** NJRA Members  
**FROM:** Leslie A. Anderson, President, and CEO  
**DATE:** November 6, 2020  
**RE:** Execution of a Memorandum of Understanding with Passaic County

---

## **ACTION REQUESTED**

Approval of the execution of a Memorandum of Understanding (MoU) between the County of Passaic and the New Jersey Redevelopment Authority (NJRA) to create a County Program utilizing \$5 million from the County's CRF moneys.

## **BACKGROUND**

The NJRA established a Small Business Emergency Assistance Grant Program to provide short-term operating support to New Jersey small businesses located in 64 distressed urban communities that have been negatively impacted during the declared state of emergency, utilizing appropriated CRF funding, as well as other funds received for that purpose, and NJRA has developed an electronic and manual process to accept and review applications and has gained experience in administering such process. The NJRA Small Business Emergency Assistance Grant Program was oversubscribed and to address the oversubscription to the NJRA Small Business Emergency Assistance Grant Program as well as to increase the availability of funding to small business tenants by expanding certain eligibility criteria, the County has requested assistance with the logistics and processing of applications for a new grant assistance program to be established by the County ("County Program") with specifications attached hereto as Exhibit A.

The NJRA will utilize an automated application process to support the County Program, and the County will publicize an application opening date through information on its website, its social media channels, and outreach to the media and stakeholders to make this information available to the public in advance of the application period opening and the County will utilize up to Five Million Dollars (\$5,000,000.00) of funds it received from the CRF for the County Program. The County shall have the sole discretion to determine eligibility and/or criteria for the grants awarded through the County Program.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF PASSAIC  
AND  
THE NEW JERSEY REDEVELOPMENT AUTHORITY**

This **MEMORANDUM OF UNDERSTANDING** ("MOU") was made by and between the County of Passaic ("County") and the NEW JERSEY REDEVELOPMENT AUTHORITY ("NJRA"), an instrumentality of the State of New Jersey (the "State"). The NJRA and the County may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party."

**PREAMBLES**

**WHEREAS**, due to the increase in the number of novel coronavirus ("COVID-19") cases in New Jersey, the surrounding region, and across the globe, the Governor of the State of New Jersey issued Executive Order No. 103 declaring a public health emergency and a state of emergency in the State of New Jersey (the "State") on March 9, 2020, allowing for certain executive actions to respond to the increasing amount of COVID-19 cases in the State; and

**WHEREAS**, beginning on March 16, 2020, and to the present time, the Governor has issued multiple Executive Orders to deal with the COVID-19 Pandemic, including the restriction of business activities; and

**WHEREAS**, as a result of the actions taken by the Governor and by states throughout the United States, the U.S. economy and the State economy are suffering losses which are being compared to more than occurred in the Great Depression of the 1930s, and the number of people filing for unemployment insurance both in the State and nationally has reached levels never before seen; and

**WHEREAS** the long-term and short-term capital markets have experienced significant deterioration in value and volatility, which can affect the liquidity and results of operations of companies in the State and the State economy as a whole; and

**WHEREAS**, in response to the COVID-19 Pandemic, Congress enacted the "Coronavirus Aid, Relief and Economic Security Act," P.L. 116-136, codified at 134 Stat. 281 (the "CARES Act"), which provides, among other things, some fiscal relief to the states through the Coronavirus Relief Fund ("CRF"); and

**WHEREAS** the County received funds from the federal government under the CARES Act, which monies must be used in conformance with the requirements of the CARES Act; and

**WHEREAS**, the NJRA established a Small Business Emergency Assistance Grant Program to provide short-term operating support to New Jersey small businesses located in 64 distressed urban communities that have been negatively impacted during the declared state of emergency, utilizing appropriated CRF funding, as well as other funds received for that purpose, and NJRA has developed an electronic and manual process to accept and review applications and has gained experience in administering such process; and

**WHEREAS** the NJRA Small Business Emergency Assistance Grant Program was oversubscribed; and

**WHEREAS**, to address the oversubscription to the NJRA Small Business Emergency Assistance Grant Program as well as to increase the availability of funding to small business tenants by expanding certain eligibility criteria, the County has requested assistance with the logistics and processing of applications for a new grant assistance program to be established by the County ("County Program") with specifications attached hereto as Exhibit A, and wholly incorporated herein; and

**WHEREAS**, the NJRA will utilize an automated application process to support the County Program, and the County will publicize an application opening date through information on its website, its social media channels, and outreach to the media and stakeholders to make this information available to the public in advance of the application period opening; and

**WHEREAS** the County will utilize up to Five Million Dollars (\$ 5,000,000.00) of funds it received from the CRF for the County Program; and

**WHEREAS**, the County shall have the sole discretion to determine eligibility and/or criteria for the grants awarded through the County Program; and

**WHEREAS**, pursuant to this MOU, the Parties wish to set forth their understandings with respect to establishing and implementing the County Program.

**NOW, THEREFORE**, the County and the NJRA agree as follows:

Section 1. County Program

Upon execution of this Agreement, the County anticipates establishing the County Program, as described in Exhibit A, utilizing \$ 5 million from the County's CRF moneys ("County Funds") to be used in a manner consistent with the terms of this MOU. Upon five days of execution of this MOU, the County will transfer all County Funds to the NJRA, and the NJRA will hold the County Funds in a separate bank account that the NJRA will maintain exclusively for the County's behalf to be used for the County Program.

Section 2. Responsibilities of the County

2.1 The County shall be solely responsible for determining the award of grants to businesses economically impacted by the COVID-19 pandemic that are located in the County, using County Funds through the County Program. The County will make all final decisions regarding grant acceptances and grant declinations.

NJRA Board Meeting

November 6, 2020

2.2 The County will be solely responsible for approving the form of all notices and the grant agreement.

2.2 The County will be solely responsible for any appeals process, for ensuring sufficient funds are set aside to cover successful appeals, and for making final administrative determinations on any applicant appeals.

2.3 The County will be solely responsible for tracking the amounts of the approved award and ensuring sufficient County Funds are available for all approved awards.

2.4 The County shall pay to NJRA upon execution of this MOU an administrative fee of 2% of the County Funds.

2.5 The County represents that the County Funds are moneys received by the County from the CRF. The County acknowledges that it is solely responsible for the decision to use the County Funds for the County Program, including, but not limited to, responding to any audit or request for action by the U.S. Department of the Treasury, or any other governmental agency or entity, arising from the County's decision to expend the County Funds under the County Program. The County may not rely on the NJRA for any representation that the County Program complies with requirements applicable to the CRF, including the requirement to expend the County Funds by the CRF deadline, or other federal law, regulation, rule, guidance, or other governmental requirement. The County acknowledges that it is solely responsible for the repayment of the County Funds to the U.S. Department of the Treasury, or any other governmental entity, if such department or entity finds that County Program specifications do not comply with any requirement applicable to the CRF or other federal law, regulation, rule, guidance, or other governmental requirement.

### Section 3. Responsibilities of the NJRA

3.1 The NJRA shall build out an automated application process that is equipped to handle what is expected to be substantial demand and application activity.

3.2 The NJRA shall begin accepting applications for the County Program immediately upon approval of this MOU by the NJRA Board and execution of this MOU.

3.3 The NJRA will make its best efforts to publicize the County Program application opening date through its marketing team. Notwithstanding this provision, the NJRA assumes no obligation to satisfy any legal notice requirements that the County may have.

3.4 The NJRA will provide the use of its Call Center and interpreters.

3.5 The NJRA shall process and evaluate all applications and make an initial eligibility recommendation in accordance with the County's program specifications attached hereto as Exhibit A. Once those initial recommendations are provided to the County, the County will be solely responsible for making final determinations on which applicants to accept or deny. Final determinations will be communicated on an ongoing basis by the County to the NJRA as well as to all applicants. All applicants that are declined will receive written notice from the County on how to submit an appeal.

3.6 Upon receipt from the County of a final determination on an approved applicant, the NJRA will send the grant agreement to the applicant and will wire funds directly to the grantee upon receipt of the fully executed grant agreement from the County, using County Funds it is holding on the County's behalf.

3.7 The NJRA will continue processing applications submitted by businesses located wholly or partially within the County until the earlier of: (a) the County notifies NJRA to cease processing applications, (b) either NJRA or the County terminates this MOU under Section 4.1, (c) no more applications are available to process, or (d) all County Funds have been disbursed.

3.8 Once the County concludes all appeals submitted by applicants, all applications have been processed pursuant to Section 3.7, and all disbursements have been processed for all approved applicants, NJRA shall return any unused portion of the funds within a reasonable period of time.

3.9 The NJRA shall provide the requisite staff and support required to implement the County Program.

3.10 The NJRA shall inform the County when the NJRA starts disbursing County Funds. Thereafter, the NJRA shall submit a bi-weekly report to the County in the form attached as Exhibit B.

#### Section 4. General Provisions

4.1 Termination and Amendments. This MOU may be modified or extended only by prior written agreement by the Parties. This MOU may be terminated by either the NJRA or the County upon thirty (30) days' prior written notice to the other Party.

4.2 This MOU is being entered into for the sole purpose of evidencing the mutual understanding and intention of the Parties.

4.3 There are no third-party beneficiaries of this MOU.

4.4 Notice should be provided to the following addresses:

New Jersey Redevelopment Authority  
Leslie A. Anderson  
President/CEO  
150 West State Street  
Trenton, NJ 08625  
landerson@njra.us  
(609) 278-5171

Anthony DeNova, III  
County Administrator  
County of Passaic  
401 Grand Street, 2<sup>nd</sup> floor  
Paterson, NJ 07505  
973-881-4405  
adenova@passaiccountynj.org

NJRA Board Meeting  
November 6, 2020



4.5 The Effective Date of this MOU shall be the later of the date executed by the Parties below. The term of this MOU shall be for one (1) year from the Effective Date. This MOU may be extended by agreement of the Parties.

4.6 The County and the NJRA shall retain all the powers, obligations, and immunities provided by law.

4.7 The Parties acknowledge that the successful completion of each Party's duties hereunder will require cooperation between the Parties. The Parties agree to work cooperatively to achieve the goals of this MOU.

4.8 The recitals appearing before Section 1 are made part of this MOU and are specifically incorporated herein by reference.

**IN WITNESS WHEREOF**, the Parties have executed and delivered this MOU on the date set forth next to their respective signatures below, but effective as of the date set forth above. The Parties agree to accept electronic signatures.

**County of Passaic**

\_\_\_\_\_  
By: Cassandra Lazzara, Freeholder Director

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

**New Jersey Redevelopment Authority**

\_\_\_\_\_  
By: Leslie A. Anderson, President/Chief Executive Officer

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

Attachment: Exhibit A – NJRA/Passaic County Business Emergency Assistance Grant Program  
Exhibit B – Reporting

## **EXHIBIT A**

### **PASSAIC COUNTY BUSINESS EMERGENCY ASSISTANCE GRANT**

#### **1. Eligible Expenses**

Lease Payments

#### **2. Grant Amount**

The Passaic County Business Emergency Assistance Grant Program will provide grants up to, and not to exceed \$20,000 per applicant.

#### **3. Eligible Businesses**

Commercial tenants located in Passaic County currently leasing commercial space in mixed-used buildings, tenants leasing space in commercial buildings, and store front businesses that lease their space. Multiple locations leased by the same business shall be aggregated.

#### **4. Ineligible Businesses**

The following types of businesses are not eligible for the grant:

- Home-based businesses
- Franchises with more than one location
- Companies with sub-leases
- Companies with shared spaces
- Businesses with gambling or gaming activities.
- Businesses that conduct or purveyance of “adult” activities, services, and/or products
- Tattoo parlors
- Businesses under any auction or bankruptcy.
- Businesses that have loss due to fire, “lost-of-lease,” or are “going-out-of-business,”
- Sales by transient merchants.

## Ineligible Businesses (cont'd)

- Liquor stores, bars
- Vape/tobacco shops
- Outdoor Storage.
- Any illegal activity; and
- County employees and elected officials, as well as their immediate families, are not eligible to apply.

## 5. **Grant Program Requirements**

The following general requirements must be met to be considered for funding:

- Businesses must be registered with the Division of Taxation
- Businesses are ineligible if they have received prior CARES Act funding for lease payments as a result of the COVID19 pandemic
- Businesses must have been open and operating on or before March 9, 2020 and cannot have been delinquent in lease payments prior to March 9, 2020.
-

## **EXHIBIT B**

### **REPORTING**

The bi-weekly report on the Passaic County Business Emergency Assistance Grant Program shall include:

- total number of applications received, and dollar value requested.
- total number of applications under review and dollar value requested.
- total number of applications declined, and dollar value requested.
- total number of applications approved, and dollar value requested.

**RESOLUTION #: 20-07**

Approval of a Resolution Approving the Execution of a  
Memorandum of Understanding with Ocean County  
November 6, 2020

**ACTION REQUESTED**

Approval of the execution of a Memorandum of Understanding (MoU) between the County of Ocean and the New Jersey Redevelopment Authority (NJRA) to create a County Program utilizing \$7 million from the County's CRF moneys.

**BACKGROUND**

The NJRA established a Small Business Emergency Assistance Grant Program to provide short-term operating support to New Jersey small businesses located in 64 distressed urban communities that have been negatively impacted during the declared state of emergency, utilizing appropriated CRF funding, as well as other funds received for that purpose, and NJRA has developed an electronic and manual process to accept and review applications and has gained experience in administering such process. The NJRA Small Business Emergency Assistance Grant Program was oversubscribed and to address the oversubscription to the NJRA Small Business Emergency Assistance Grant Program as well as to increase the availability of funding to small business tenants by expanding certain eligibility criteria, the County has requested assistance with the logistics and processing of applications for a new grant assistance program to be established by the County ("County Program") with specifications attached hereto as Exhibit A.

The NJRA will utilize an automated application process to support the County Program, and the County will publicize an application opening date through information on its website, its social media channels, and outreach to the media and stakeholders to make this information available to the public in advance of the application period opening and the County will utilize up to Seven Million Dollars (\$7,000,000.00) of funds it received from the CRF for the County Program. The County shall have the sole discretion to determine eligibility and/or criteria for the grants awarded through the County Program.

**ATTACHMENTS**

Resolution #20-07  
Memorandum dated November 6, 2020  
Memorandum of Understanding (MoU) with Ocean County  
Exhibit A  
Exhibit B

**RESOLUTION #: 20-07**

Approval of a Resolution Approving the Execution of a  
Memorandum of Understanding with Ocean County  
November 6, 2020

**RESOLUTION APPROVING THE EXECUTION OF A MEMORANDUM OF  
UNDERSTANDING BETWEEN WITH OCEAN COUNTY**

**THE MEMBERS OF THE NEW JERSEY REDEVELOPMENT AUTHORITY** hereby approve the amendment to Memorandum of Understanding (MoU) between the County of Ocean and the New Jersey Redevelopment Authority (NJRA) to create a County Program utilizing \$7 million from the County's CRF moneys.

A copy of this resolution shall be immediately transmitted to the Governor. This resolution shall take effect immediately, but no action authorized herein shall have force and effect until ten (10) days, Saturdays, Sundays and public holidays excepted, after such copy of this resolution has been delivered to the Governor for his approval, unless during such ten-day period, the Governor shall approve the same, in which case, such action shall become effective upon such approval, as provided in the New Jersey Urban Redevelopment Act.

The foregoing is a true copy of a Resolution adopted by the New Jersey Redevelopment Authority at a meeting held on November 6, 2020

VOTE

YES	NO	ABSTAINED
12	0	0



\_\_\_\_\_  
Leslie A. Anderson, Secretary  
New Jersey Redevelopment Authority



# MEMO

**TO:** NJRA Members

**FROM:** Leslie A. Anderson, President, and CEO

**DATE:** November 6, 2020

**RE:** Execution of a Memorandum of Understanding with Ocean County

---

## **ACTION REQUESTED**

Approval of the execution of a Memorandum of Understanding (MoU) between the County of Ocean and the New Jersey Redevelopment Authority (NJRA) to create a County Program utilizing \$7 million from the County's CRF moneys.

## **BACKGROUND**

The NJRA established a Small Business Emergency Assistance Grant Program to provide short-term operating support to New Jersey small businesses located in 64 distressed urban communities that have been negatively impacted during the declared state of emergency, utilizing appropriated CRF funding, as well as other funds received for that purpose, and NJRA has developed an electronic and manual process to accept and review applications and has gained experience in administering such process. The NJRA Small Business Emergency Assistance Grant Program was oversubscribed and to address the oversubscription to the NJRA Small Business Emergency Assistance Grant Program as well as to increase the availability of funding to small business tenants by expanding certain eligibility criteria, the County has requested assistance with the logistics and processing of applications for a new grant assistance program to be established by the County ("County Program") with specifications attached hereto as Exhibit A.

The NJRA will utilize an automated application process to support the County Program, and the County will publicize an application opening date through information on its website, its social media channels, and outreach to the media and stakeholders to make this information available to the public in advance of the application period opening and the County will utilize up to Seven Million Dollars (\$7,000,000.00) of funds it received from the CRF for the County Program. The County shall have the sole discretion to determine eligibility and/or criteria for the grants awarded through the County Program.



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF OCEAN  
AND  
THE NEW JERSEY REDEVELOPMENT AUTHORITY**

This **MEMORANDUM OF UNDERSTANDING** ("MOU") made by and between the County of Ocean ("County") and the NEW JERSEY REDEVELOPMENT AUTHORITY ("NJRA"), an instrumentality of the State of New Jersey (the "State"). The NJRA and the County may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party."

**PREAMBLES**

**WHEREAS**, due to the increase in the number of novel coronavirus ("COVID-19") cases in New Jersey, the surrounding region, and across the globe, the Governor of the State of New Jersey issued Executive Order No. 103 declaring a public health emergency and a state of emergency in the State of New Jersey (the "State") on March 9, 2020, allowing for certain executive actions to respond to the increasing amount of COVID-19 cases in the State; and

**WHEREAS**, beginning on March 16, 2020, and to the present time, the Governor has issued multiple Executive Orders to deal with the COVID-19 Pandemic, including the restriction of business activities; and

**WHEREAS**, as a result of the actions taken by the Governor and by states throughout the United States, the U.S. economy and the State economy are suffering losses which are being compared to more than occurred in the Great Depression of the 1930s, and the number of people filing for unemployment insurance both in the State and nationally have reached levels never before seen; and

**WHEREAS** the long-term and short-term capital markets have experienced significant deterioration in value and volatility, which can affect the liquidity and results of operations of companies in the State and the State economy as a whole; and

**WHEREAS**, in response to the COVID-19 Pandemic, Congress enacted the "Coronavirus Aid, Relief and Economic Security Act," P.L. 116-136, codified at 134 Stat. 281 (the "CARES Act"), which provides, among other things, some fiscal relief to the states through the Coronavirus Relief Fund ("CRF"); and

**WHEREAS** the County received funds from the federal government under the CARES Act, which monies must be used in conformance with the requirements of the CARES Act; and

**WHEREAS**, the NJRA established a Small Business Emergency Assistance Grant Program to provide short-term operating support to New Jersey small businesses located in 64 distressed urban communities that have been negatively impacted during the declared state of emergency, utilizing appropriated CRF funding, as well as other funds received for that purpose, and NJRA has developed an electronic and manual process to accept and review applications and has gained experience in administering such process; and

**WHEREAS** the NJRA Small Business Emergency Assistance Grant Program was oversubscribed; and

**WHEREAS**, to address the oversubscription to the NJRA Small Business Emergency Assistance Grant Program as well as to increase the availability of funding to small business tenants by expanding certain eligibility criteria, the County has requested assistance with the logistics and processing of applications for a new grant assistance program to be established by the County ("County Program") with specifications attached hereto as Exhibit A, and wholly incorporated herein; and

**WHEREAS**, the NJRA will utilize an automated application process to support the County Program, and the County will publicize an application opening date through information on its website, its social media channels, and outreach to the media and stakeholders to make this information available to the public in advance of the application period opening; and

**WHEREAS** the County will utilize up to Seven Million Dollars (\$7,000,000.00) of funds it received from the CRF for the County Program; and

**WHEREAS**, the County shall have the sole discretion to determine eligibility and/or criteria for the grants awarded through the County Program; and

**WHEREAS**, pursuant to this MOU, the Parties wish to set forth their understandings with respect to establishing and implementing the County Program.

**NOW, THEREFORE**, the County and the NJRA agree as follows:

Section 1. County Program

Upon execution of this Agreement, the County anticipates establishing the County Program, as described in Exhibit A, utilizing \$7 million from the County's CRF moneys ("County Funds") to be used in a manner consistent with the terms of this MOU. Upon five days of execution of this MOU, the County will transfer all County Funds to the NJRA, and the NJRA will hold the County Funds in a separate bank account that the NJRA will maintain exclusively for the County's behalf to be used for the County Program.

## Section 2. Responsibilities of the County

2.1 The County shall be solely responsible for determining the award of grants to businesses economically impacted by the COVID-19 pandemic that are located in the County, using County Funds through the County Program. The County will make all final decisions regarding grant acceptances and grant declinations.

2.2 The County will be solely responsible for approving the form of all notices and the grant agreement.

2.2 The County will be solely responsible for any appeals process, for ensuring sufficient funds are set aside to cover successful appeals, and for making final administrative determinations on any applicant appeals.

2.3 The County will be solely responsible for tracking the amounts of the approved award and ensuring sufficient County Funds are available for all approved awards.

2.4 The County shall pay to NJRA upon execution of this MOU an administrative fee of 2% of the County Funds.

2.5 The County represents that the County Funds are moneys received by the County from the CRF. The County acknowledges that it is solely responsible for the decision to use the County Funds for the County Program, including, but not limited to, responding to any audit or request for action by the U.S. Department of the Treasury, or any other governmental agency or entity, arising from the County's decision to expend the County Funds under the County Program. The County may not rely on the NJRA for any representation that the County Program complies with requirements applicable to the CRF, including the requirement to expend the County Funds by the CRF deadline, or other federal law, regulation, rule, guidance, or other governmental requirement. The County acknowledges that it is solely responsible for repayment of the County Funds to the U.S. Department of the Treasury, or any other governmental entity, if such department or entity finds that County Program specifications do not comply with any requirement applicable to the CRF or other federal law, regulation, rule, guidance, or other governmental requirement.

## Section 3. Responsibilities of the NJRA

3.1 The NJRA shall build out an automated application process that is equipped to handle what is expected to be substantial demand and application activity.

3.2 The NJRA shall begin accepting applications for the County Program immediately upon approval of this MOU by the NJRA Board and execution of this MOU.

3.3 The NJRA will make its best efforts to publicize the County Program application opening date through its marketing team. Notwithstanding this provision, the NJRA assumes no obligation to satisfy any legal notice requirements that the County may have.

3.4 The NJRA will provide the use of its Call Center and interpreters.

3.5 The NJRA shall process and evaluate all applications and make an initial eligibility recommendation in accordance with the County's program specifications attached hereto as Exhibit A. Once those initial recommendations are provided to the County, the County will be solely responsible for making final determinations on which applicants to accept or deny. Final determinations will be communicated on an ongoing basis by the County to the NJRA as well as to all applicants. All applicants that are declined will receive written notice from the County on how to submit an appeal.

3.6 Upon receipt from the County of a final determination on an approved applicant, the NJRA will send the grant agreement to the applicant and will wire funds directly to the grantee upon receipt of the fully executed grant agreement from the County, using County Funds it is holding on the County's behalf.

3.7 The NJRA will continue processing applications submitted by businesses located wholly or partially within the County until the earlier of: (a) the County notifies NJRA to cease processing applications, (b) either NJRA or the County terminates this MOU under Section 4.1, (c) no more applications are available to process, or (d) all County Funds have been disbursed.

3.8 Once the County concludes all appeals submitted by applicants, all applications have been processed pursuant to Section 3.7, and all disbursements have been processed for all approved applicants, NJRA shall return any unused portion of the funds within a reasonable period of time.

3.9 The NJRA shall provide the requisite staff and support required to implement the County Program.

3.10 The NJRA shall inform the County when the NJRA starts disbursing County Funds. Thereafter, the NJRA shall submit a bi-weekly report to the County in the form attached as Exhibit B.

#### Section 4. General Provisions

5.14.1 Termination and Amendments. This MOU may be modified or extended only by prior written agreement by the Parties. This MOU may be terminated by either the NJRA or the County upon thirty (30) days' prior written notice to the other Party.

5.24.2 This MOU is being entered into for the sole purpose of evidencing the mutual understanding and intention of the Parties.

5.34.3 There are no third-party beneficiaries of this MOU.

5.44.4 Notice should be provided to the following addresses:

New Jersey Redevelopment Authority  
Leslie A. Anderson  
President/CEO  
150 West State Street  
Trenton, NJ 08625  
landerson@njra.us  
(609) 278-5171

County of Ocean  
Julie N. Tarrant, Comptroller/CFO  
101 Hooper Avenue  
Toms River, NJ 08753  
(732) 929-2148  
jtarrant@co.ocean.nj.us

5.54.5 The Effective Date of this MOU shall be the later of the date executed by the Parties below. The term of this MOU shall be for one (1) year from the Effective Date. This MOU may be extended by agreement of the Parties.

5.64.6 The County and the NJRA shall retain all the powers, obligations and immunities provided by law.

5.74.7 The Parties acknowledge that the successful completion of each Party's duties hereunder will require cooperation between the Parties. The Parties agree to work cooperatively to achieve the goals of this MOU.

5.84.8 The recitals appearing before Section 1 are made part of this MOU and are specifically incorporated herein by reference.

**IN WITNESS WHEREOF**, the Parties have executed and delivered this MOU on the date set forth next to their respective signatures below, but effective as of the date set forth above. The Parties agree to accept electronic signatures.

**County of Ocean**

\_\_\_\_\_  
By Joseph H. Vicari, Freeholder Director

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

**New Jersey Redevelopment Authority**

\_\_\_\_\_  
By: Leslie A. Anderson,  
President/Chief Executive Officer

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

NJRA Board Meeting  
November 6, 2020  
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Attachment: Exhibit A – Ocean County Business Emergency Assistance Grant Program  
Exhibit B – Reporting

## **EXHIBIT A**

### **OCEAN COUNTY SMALL BUSINESS LEASE EMERGENCY ASSISTANCE GRANT PROGRAM**

#### **1. Eligible Expenses**

Lease Payments

#### **2. Grant Amount**

The Ocean County Small Business Lease Emergency Assistance Grant Program will provide grants up to, and not to exceed \$25,000 per applicant.

#### **3. Eligible Businesses**

Commercial tenants located in Ocean County currently leasing commercial space in mixed-used buildings, tenants leasing space in commercial buildings, and store front businesses that lease their space. Non-profits entities with the following designations will also be permitted to receive grant funding: 501(c)(3), 501(c)(4), and 501(c)(7).

To be eligible as a small business, the applicant's leased premises must be less than 7,000 square feet of leasable space. Multiple locations leased by the same business shall be aggregated.

#### **4. Ineligible Businesses**

The following types of businesses are not eligible for the grant:

- Home-based businesses
- Franchises with more than one location
- Companies with sub-leases
- Companies with shared spaces
- Businesses with gambling or gaming activities
- Businesses that conduct or purveyance of "adult" activities, services, and/or products
- Tattoo parlors
- Businesses under any auction or bankruptcy
- Businesses that have loss due to fire, "lost-of-lease," or are "going-out-of-business,"
- Sales by transient merchants
- Liquor stores, bars

### Ineligible Businesses (cont'd)

- Vape/tobacco shops
- Outdoor Storage
- Any illegal activity; and
- County employees and elected officials, as well as their immediate families, are not eligible to apply.

### **5. Grant Program Requirements**

The following general requirements must be met to be considered for funding:

- Businesses must be registered with the Division of Taxation
- Businesses are ineligible if they have received prior CARES Act funding for lease payments as a result of the COVID19 pandemic
- Businesses must have been open and operating on or before March 9, 2020 and cannot have been delinquent in lease payments prior to March 9, 2020.



## **EXHIBIT B**

### **REPORTING**

The bi-weekly report on the Ocean County Business Emergency Assistance Grant Program shall include:

- total number of applications received, and dollar value requested.
- total number of applications under review and dollar value requested.
- total number of applications declined, and dollar value requested.
- total number of applications approved, and dollar value requested.