

MEETING OF THE  
HARRISON REDEVELOPMENT AGENCY  
TOWN OF HARRISON

**FEBRUARY 9, 2026**  
**1:00 P.M.**

AGENDA

**MEETING** – 318 Harrison Avenue, 3rd Floor, Harrison, NJ

1:00 P.M. – CALL TO ORDER/SUNSHINE NOTICE

PLEDGE OF ALLEGIANCE

ROLL CALL

- APPROVAL OF THE MINUTES OF 11-24-2025
- RESOLUTION APPROVING THE BILL LIST
- RESOLUTION AUTHORIZING THE APPOINTMENT OF A TREASURER FOR CALENDAR YEAR JANUARY 1, 2026 THROUGH DECEMBER 31, 2026
- RESOLUTION DESIGNATING OFFICIAL NEWSPAPERS FOR FISCAL YEAR 2026
- RESOLUTION DESIGNATING OFFICIAL DEPOSITORIES OF FUNDS FOR FISCAL YEAR 2026
- RESOLUTION ADOPTING A CASH MANAGEMENT PLAN FOR FISCAL YEAR 2026
- RESOLUTION APPROVING THE EXECUTION OF AN EASEMENT AGREEMENT WITH LESTER M. ENTIN ASSOCIATES FOR CAPE MAY STREET ACCESS DURING EVENTS AT SPORTS ILLUSTRATED STADIUM
- RESOLUTION AUTHORIZING THE EXTENSION OF THE STADIUM PARKING AGREEMENT WITH ADVANCE REALTY AFFILIATES FOR BLOCK 138.01, LOTS 1.01 AND 1.02 (COMMONLY REFERRED TO AS “ADVANCE BLOCK A”) AND BLOCK 138.02, LOTS 1.01 AND 1.02 (COMMONLY REFERRED TO AS “ADVANCE BLOCK B”)
- RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF HARRISON AND THE HARRISON REDEVELOPMENT AGENCY REGARDING THE OPERATION OF CERTAIN PARKING LOTS DURING RED BULL STADIUM EVENTS
- RESOLUTION ACTING UPON THE REQUEST TO TRANSFER LESS THAN A FIFTY PERCENT (50%) MEMBERSHIP INTEREST IN BLOCK B PARTNERS URBAN RENEWAL I, LLC (BLOCK 138.02 LOT 1.02)

PUBLIC COMMENT  
ADJOURN

MINUTES  
HARRISON REDEVELOPMENT AGENCY MEETING  
MAYOR'S OFFICE CAUCUS ROOM  
318 Harrison Avenue  
Harrison, New Jersey 07029  
1:00 p.m.  
November 24, 2025

PUBLIC STATEMENT

Adequate notice of this meeting was sent to two newspapers and was posted on the bulletin board in compliance with the Open Public Meetings Act.

Chairman James Fife, presiding.

Chairman Fife called the meeting to order at 1:00 p.m. The Pledge of Allegiance was recited and the roll was called.

HRA COMMISSIONERS	PRESENT	ABSENT
James Fife, Chair	✓	
Jesus Carrion	✓	
Daniel Choffo	✓	
Raymond Lucas	✓	
Miguel Simoes		✓
Harold Stahl	✓	

Also Present: James Bruno, Esq., Castano Quigley Cherami, LLC; Andrew Zabiega, Auditor, Samuel Klein and Company, LLP; Michael Higgins, Esq., Castano Quigley Cherami, LLC; Richard Miller, The Pegasus Group LLC; Stuart R. Lederer, Eastone Equities LLC; Paul Kaufman, Esq., DeCotiis, FitzPatrick, Cole & Giblin, LLP; Mary Cushing, HRA.

The first item of business was approval of the minutes for the meeting of October 15, 2025. A motion to approve the minutes was made by Commissioner Stahl and seconded by Commissioner Lucas. A roll call followed with all commissioners present voting aye. The motion was carried.

A motion was then made by Commissioner Lucas to approve bills for payment submitted by Chairman Fife (Resolution No. 1-11-2025). Commissioner Carrion seconded the motion, and a roll call followed with all commissioners present voting aye. The motion was carried.

Then, Commissioner Choffo made a motion to approve Resolution No. 2-11-2025 adopting the Agency Budget for Fiscal Year 2026. Commissioner Lucas seconded the motion, and a roll call followed with all commissioners present voting aye. The motion was carried.

Then, Commissioner Stahl made a motion to approve Resolution No. 3-11-2025 authorizing an amendment to the Redeveloper Agreement with CJUF II Harrison Holdings LLC (Harrison Commons) regarding Parcel 2A at 333 Somerset Street (Block 117.01, Lot 1.06 C0001). Commissioner Choffo seconded the motion, and a roll call followed with all commissioners present voting aye. The motion was carried.

Then, Commissioner Lucas made a motion to approve Resolution No. 4-11-2025 approving Walker & Dunlop Investment Partners, Inc. as the new mortgage lender for the property along Rodgers Blvd South (Block 133, Lots 1.06 and 1.07) and authorizing other actions in connection therewith. Commissioner Choffo seconded the motion, and a roll call followed with all commissioners present voting aye. The motion was carried.

Then, the Chairman directed Ms. Cushing to read into the record the following agenda items: Resolutions Nos. 5-11-2025 authorizing the appointment of an Executive Director for calendar year January 1, 2026 through December 31, 2026; 6-11-2025 adopting rules and regulations for the Fiscal Year 2026; 7-11-2025 adopting a regular schedule of meeting dates for 2026; 8-11-2025 appointing Castano Quigley Cherami LLC as Redevelopment Counsel for 2026; 9-11-2025 appointing Heyer, Gruel & Associates as Planners for 2026; 10-11-2025 appointing Samuel Klein and Company, LLP as Auditors for 2026; and 11-11-2025 approving an extraordinary, unspecifiable service agreement with The Banker Group LLC as Redevelopment Policy Advisor.

There being no requests from the public to address the commissioners, a motion to adjourn was made by Commissioner Stahl and seconded by Commissioner Lucas. The vote to adjourn was unanimous, and the meeting was adjourned at 1:18 p.m.

Respectfully submitted,

Gregory Kowalski, Executive Director

## HARRISON REDEVELOPMENT AGENCY

### RESOLUTION APPROVING BILL LIST

#### RESOLUTION NO. 1-2-2026

**BE IT RESOLVED** by the Harrison Redevelopment Agency that the following bills are hereby approved for payment:

**A. Castano Quigley Cherami - Legal**

1.	# 15096	Harrison Commons 2A	Nov 30, 2025	\$ 1,170.00
2.	# 15098	Red Bull Stadium	Nov 30, 2025	\$ 195.00
3.	# 15099	Entin Condemnation	Nov 30, 2025	\$ 780.00
4.	# 15101	Red Bull Stadium	Nov 30, 2025	\$ 97.50
5.	# 15102	Supor Properties	Nov 30, 2025	\$ 97.50
6.	# 15103	Accordia Harrison	Nov 30, 2025	\$ 975.00
7.	# 16303	Harrison Commons 2A	Dec 31, 2025	\$ 633.75
8.	# 16303	Harrison Commons 3	Dec 31, 2025	\$ 97.50
9.	# 16306	Red Bull Stadium	Dec 31, 2025	\$ 292.50
10.	# 16307	Entin Condemnation	Dec 31, 2025	\$ 780.00
11.	# 16308	Red Bull Stadium	Dec 31, 2025	\$ 97.50
12.	# 16309	Supor Properties	Dec 31, 2025	\$ 682.50
13.	# 16310	Accordia Harrison	Dec 31, 2025	\$ 780.00
14.	# 16311	Advance at NOG	Dec 31, 2025	\$ 48.75
15.	# 16312	Advance at SOG	Dec 31, 2025	\$ 292.50
16.	# 16714	Harrison Commons 2A	Jan 31, 2026	\$ 48.75
17.	# 16716	Red Bull Stadium	Jan 31, 2026	\$ 243.75
18.	# 16718	Entin Condemnation	Jan 31, 2026	\$ 1,803.75
19.	# 16720	Red Bull Stadium	Jan 31, 2026	\$ 97.50
20.	# 16721	Supor Properties	Jan 31, 2026	\$ 195.00
21.	# 16722	Accordia Harrison	Jan 31, 2026	\$ 667.20
22.	# 16723	Advance at SOG	Jan 31, 2026	\$ 975.00

**B. Cushing, Mary**

1.	# INV62002689	Reimburse DocuSign Subscription	Dec 9, 2025	\$ 300.00
2.	# 333450-0264	Reimburse USPS Mailing	Dec 12, 2025	\$ 33.40

**C. McManimon, Scotland & Bauman - Legal**

1.	# 252172	Supor Bankruptcy	Nov 30, 2025	\$ 172.50
1.	# 254119	Supor Bankruptcy	Dec 31, 2025	\$ 1,213.20

**D. NJ Advance Media - Advertising**

1.	# 3713385	Notice of Contract Award	Dec 10, 2025	\$ 47.30
1.	# 3713385	Notice of Meeting Dates	Dec 10, 2025	\$ 162.00

**E. Public Service Electric & Gas - Parking**

1.	# MP2580	Stone Dust Paving	Jul 18, 2025	\$ 76,068.80
2.	# 1800003205	Event Parking	Aug 31, 2025	\$ 14,269.49
3.	# 1800003312	Event Parking	Sep 30, 2025	\$ 1,293.48
4.	# 1800004609	Event Parking	Nov 30, 2025	\$ 297.38

**F. SP Kehayes - Environmental**

1. # 1051	Agency Matters	Nov 30, 2025	\$ 507.50
2. # 1049	Harrison Commons	Dec 31, 2025	\$ 290.00

**G. Stack, Coolahan and Stack - Appraisal Services**

1. # 1829	Entin Property	Nov 10, 2025	\$ 6,625.00
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**H. The payroll for the months of December, January and February is hereby approved.**

**ADOPTED:** February 9, 2026

*RECORDED VOTE*

COMMISSIONERS	Moved	Seconded	Yes	No	Abstain	Absent
James Fife, Chair						
Jesus Carrion						
Daniel Choffo						
Raymond Lucas						
Miguel Simoes						
Harold Stahl						

I certify that the above Resolution  
was adopted by the  
Harrison Redevelopment Agency  
on February 9, 2026.

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Gregory P. Kowalski  
Executive Director

**HARRISON REDEVELOPMENT AGENCY**

**RESOLUTION AUTHORIZING THE APPOINTMENT OF A TREASURER  
FOR CALENDAR YEAR JANUARY 1, 2026 THROUGH DECEMBER 31, 2026**

**RESOLUTION NO. \_\_\_\_-2-2026**

**WHEREAS**, the Harrison Redevelopment Agency (the “Agency”) may appoint employees as needed according to rules outlined in N.J.S.A. 40A:12A-12, and the Agency wishes to employ a Treasurer; and

**WHEREAS**, Gregory Goode meets the qualifications to serve as Treasurer; and

**WHEREAS**, the Agency wishes to appoint Mr. Goode as Treasurer for the calendar year January 1, 2026 through December 31, 2026.

**NOW, THEREFORE, BE IT RESOLVED**, the Commissioners of the Harrison Redevelopment Agency do hereby appoint Gregory Goode as Treasurer at an annual salary of \$5,000; and

**ADOPTED:** February 9, 2026

**RECORDED VOTE**

COMMISSIONERS	Moved	Seconded	Yes	No	Abstain	Absent
James Fife, Chair						
Jesus Carrion						
Daniel Choffo						
Raymond Lucas						
Miguel Simoes						
Harold Stahl						

I certify that the above Resolution was adopted by the Harrison Redevelopment Agency on February 9, 2026.

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Gregory P. Kowalski  
Executive Director

**HARRISON REDEVELOPMENT AGENCY**

**RESOLUTION DESIGNATING OFFICIAL NEWSPAPERS FOR FISCAL YEAR 2026**

**RESOLUTION NO. \_\_\_\_-2-2026**

**WHEREAS**, there is a need to designate the official newspapers of the Harrison Redevelopment Agency for Fiscal Year 2026.

**NOW THEREFORE, BE IT RESOLVED** by the Harrison Redevelopment Agency that the official newspapers of the Harrison Redevelopment Agency for Fiscal Year 2026 shall be as follows:

**THAT**, the Observer, 39 Seeley Avenue, Kearny, New Jersey; the Bergen Record, 1 Garret Mountain Plaza, Woodland Park, New Jersey; and the Star-Ledger, One Gateway Center, Newark, New Jersey, be and they are hereby designated the official newspapers of the Harrison Redevelopment Agency for a term of one year from January 1, 2026, to December 31, 2026.

**ADOPTED:** February 9, 2026

**RECORDED VOTE**

COMMISSIONERS	Moved	Seconded	Yes	No	Abstain	Absent
James Fife, Chair						
Jesus Carrion						
Daniel Choffo						
Raymond Lucas						
Miguel Simoes						
Harold Stahl						

I certify that the above Resolution was adopted by the Harrison Redevelopment Agency on February 9, 2026.

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Gregory P. Kowalski  
Executive Director

**HARRISON REDEVELOPMENT AGENCY**

**RESOLUTION DESIGNATING OFFICIAL DEPOSITORIES OF FUNDS FOR FISCAL YEAR 2026**

**RESOLUTION NO. \_\_\_\_-2-2026**

**WHEREAS**, there is a need to designate depositories for the funds of the Harrison Redevelopment Agency.

**NOW THEREFORE, BE IT RESOLVED** by the Harrison Redevelopment Agency that Citizens Bank, Crown Bank, Bank of America, Valley National Bank, Kearny Bank, Schuyler Savings Bank, and State of NJ Cash Management Fund, be and are hereby designated as the official depositories of funds for the Harrison Redevelopment Agency for Fiscal Year 2026; and

**BE IT FURTHER RESOLVED** that Gabriela V. Simoes Dos Santos, Chief Financial Officer of the Town of Harrison/Custodian of Funds, be and is hereby authorized and directed to open and maintain bank accounts at those institutions on an as needed basis;

**BE IT FURTHER RESOLVED** that the signatories on all accounts of the Harrison Redevelopment Agency shall be as follows:

1. Mayor James A. Fife, Chairman
2. Gregory P. Kowalski, Executive Director
3. Gabriela V. Simoes Dos Santos, Chief Financial Officer of the Town of Harrison

**BE IT FURTHER RESOLVED** that two (2) signatures shall be required on all checks or other transactions.

**ADOPTED:** February 9, 2026

**RECORDED VOTE**

COMMISSIONERS	Moved	Seconded	Yes	No	Abstain	Absent
James Fife, Chair						
Jesus Carrion						
Daniel Choffo						
Raymond Lucas						
Miguel Simoes						
Harold Stahl						

I certify that the above Resolution was adopted by the Harrison Redevelopment Agency on February 9, 2026.

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Gregory P. Kowalski  
Executive Director



**HARRISON REDEVELOPMENT AGENCY**

**RESOLUTION ADOPTING A CASH MANAGEMENT PLAN FOR FISCAL YEAR 2026**

**RESOLUTION NO. \_\_\_\_-2-2026**

**WHEREAS**, pursuant to amendments to N.J.S.A. 40A:5-14, *et seq.*, the State of New Jersey Local Fiscal Affairs Law, the governing body of each local unit is required to adopt a Cash Management Plan; and

**WHEREAS**, the Treasurer has submitted such a plan to the Chairman and Commissioners of the Harrison Redevelopment Agency, which fulfills all of the requirements of N.J.S.A. 40A:5-14, *et seq.*

**NOW, THEREFORE, BE IT RESOLVED** by the Commissioners of the Harrison Redevelopment Agency of the Town of Harrison, Hudson County, New Jersey, as follows:

**THAT**, the Cash Management Plan presented by the Treasurer is hereby adopted;

**THAT**, this plan shall currently have a duration of twelve (12) months, commencing on January 1, 2026;  
and

**THAT**, the Executive Director is directed to provide copies of this Resolution to the Director of Local Government Services, the Auditor, and the Treasurer.

**ADOPTED:** February 9, 2026

**RECORDED VOTE**

COMMISSIONERS	Moved	Seconded	Yes	No	Abstain	Absent
James Fife, Chair						
Jesus Carrion						
Daniel Choffo						
Raymond Lucas						
Miguel Simoes						
Harold Stahl						

I certify that the above Resolution was adopted by the Harrison Redevelopment Agency on February 9, 2026.

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Gregory P. Kowalski  
Executive Director

**CASH MANAGEMENT PLAN OF THE HARRISON REDEVELOPMENT AGENCY,  
IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY**

**I. STATEMENT OF PURPOSE**

This Cash Management Plan (the “Plan”) is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits (“Deposits”) and investment (“Permitted Investments”) of certain public funds of the Harrison Redevelopment Agency pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to ensure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the marked value of such Deposits or Permitted Investments.

**II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN**

A. The Plan is intended to cover the deposit and/or investment of the following funds and accounts of the Harrison Redevelopment Agency:

1. Current Fund
2. Redeveloper Escrow Funds

**III. DESIGNATION OF OFFICIALS OF THE HARRISON REDEVELOPMENT AGENCY  
AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN**

The Treasurer of the Harrison Redevelopment Agency (the “Designated Official”) is hereby authorized and directed to deposit and/or invest the funds referred to in the Plan. Prior to making any such Deposits or any Permitted Investments, such officials of the Harrison Redevelopment Agency are directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgement kept on file with such officials.

**IV. DESIGNATION OF DEPOSITORIES**

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds deferred to in the Plan, including any Certificates of Deposit which are not otherwise invested in Permitted Investments as provided for in the Plan:

1. CITIZENS BANK
2. BANK OF AMERICA
3. VALLEY NATIONAL BANK
4. KEARNY BANK
5. CROWN BANK
6. SCHUYLER SAVINGS BANK
7. STATE OF NJ CASH MANAGEMENT FUND, Bank of America

All such depositories shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgement to the Designated Official(s) referred to in Section III above.

**V. AUTHORIZED INVESTMENTS**

A. Except otherwise specifically provided for herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

- (1) Bonds or other obligations to the United States of America or obligations guaranteed by the United States of America;
- (2) Government money market mutual funds;
- (3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
- (4) Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
- (5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by Local Units;
- (6) Local government investment pools;
- (7) Deposits with the State of New Jersey Cash Management Fund established pursuant to Section 1 of P.L. 1977, c.281 (c.52:18A-90.4); or
- (8) Agreements for the repurchase of fully collateralized securities if:
  - (a) The underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection A;
  - (b) The custody of collateral is transferred to a third party;
  - (c) The maturity of the agreement is not more than 30 days;
  - (d) The underlying securities are purchased through a public depository as defined in Section 1 of P.L. 1970, c.236 (c.17:9-41); and

- (e) A master repurchase agreement providing for the custody and security of collateral is executed.

For purposes of the above language, the terms “government money market mutual fund” and “local government investment pool” shall have the following definitions:

GOVERNMENT MONEY MARKET MUTUAL FUND. An investment company investment trust:

- (a) which is registered with the Securities and Exchange Commissioner under the “Investment Company Act of 1940,” 15 U.S.C. sec. 80a-1 *et seq.*, and operated in accordance with 17 C.F.R. sec. 270.2a-7;
- (b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U. S. Government securities; and
- (c) which has:
  - (i) attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or
  - (ii) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the “investment Advisors Act of 1940,” 15 U.S.C. sec. 89b-1 *et seq.*, with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of \$500 million.

LOCAL GOVERNMENT INVESTMENT POOL An investment pool:

- (a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- (b) which is rated in the highest category by a nationally recognized statistical rating organization;
- (c) which is limited to U. S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U. S. Government securities;
- (d) which is in compliance with rules adopted pursuant to the “Administrative Procedure Act,” P.L. 1968, c.410 (c.52:14B-1 *et seq.*) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;
- (e) which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable

net asset value; and

- (f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been Registered continuously for a period of at least two years pursuant to Section 9 of P.L. 1967 c.9 (c.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and repost daily to the Federal Reserve Bank of New York its position in and borrowing on such U. S. Government securities.

B. Notwithstanding the above authorization, the monies on hand in the following funds and accounts shall be further limited as to maturities or specific investments.

#### **VI. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGEMENT OF RECEIPT OF PLAN**

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the Harrison Redevelopment Agency, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the Harrison Redevelopment Agency to assure that there is no unauthorized use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve securities shall be executed by a “delivery versus payment” method to ensure that such Permitted Investments are either received by the Harrison Redevelopment Agency or by a third-party custodian prior to or upon the release of the Harrison Redevelopment Agency’s funds.

To assure that all parties with whom the Harrison Redevelopment Agency deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing and all such parties shall acknowledge the receipt of the Plan in writing, a copy of which shall be on file with the Designated Official(s).

#### **VII. REPORTING REQUIREMENTS**

A. In compliance with N.J.S.A. 54:4-73, the collector shall, on the first day of each month report collections to the governing body of the municipality. Additional reports will be provided to the governing body as requested.

B. On the fifteenth day of each month during which this Plan is in effect, the Designated Official(s) referred to in Section III hereof shall supply to the governing body of the Harrison Redevelopment Agency a written report of any Deposits or Permitted

Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

- (1) The name of any institution holding funds of the Harrison Redevelopment Agency as a Deposit or a Permitted Investment.
- (2) The amount of securities or Deposits purchased or sold during the immediately preceding month.
- (3) The class or type of securities purchased or Deposits made.
- (4) The book value of such Deposits or Permitted Investments.
- (5) The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity; this report shall provide an accrual of such earnings during the immediately preceding month.
- (6) The fees incurred to undertake such Deposits or Permitted Investments.
- (7) The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.
- (8) All other information which may be deemed reasonable from time to time by the governing body of the Harrison Redevelopment Agency.

#### **VIII. TERM OF PLAN**

This Plan shall be in effect from January 1, 2026 to December 31, 2026. Attached to this Plan is a resolution of the governing body of the Harrison Redevelopment Agency approving this Plan for such period of time. The Plan may be amended from time to time. To the extent that any amendment is adopted by the Council, the Designated Official is directed to supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.

**HARRISON REDEVELOPMENT AGENCY**

**RESOLUTION APPROVING THE EXECUTION OF AN EASEMENT AGREEMENT  
WITH LESTER M. ENTIN ASSOCIATES FOR CAPE MAY STREET ACCESS  
DURING EVENTS AT SPORTS ILLUSTRATED STADIUM**

**RESOLUTION NO. \_\_\_\_-2-2026**

**WHEREAS**, the Harrison Redevelopment Agency (“HRA”) is the owner of a parcel of land adjacent to Sports Illustrated Stadium, formerly known as the Red Bull Arena (the “Stadium”); which is currently used as a handicapped parking lot (the “HRA Lot”); and

**WHEREAS**, the HRA wishes to obtain an easement from Lester M. Entin Associates (“Entin”) for access over Entin’s adjoining property to connect the HRA lot with Cape May Street; and

**WHEREAS**, Entin has agreed to grant an easement to the Agency for this purpose.

**NOW, THEREFORE, BE IT RESOLVED** by the Commissioners of the Harrison Redevelopment Agency that:

1. The HRA is authorized to enter into an easement agreement with Entin substantially in the form attached hereto, with such changes as may be deemed needed by the HRA Attorney and approved by the Chairman of the Agency.
2. The Chairman is authorized to execute the Easement Agreement and to take all other steps necessary to effectuate the purposes of this Resolution.

**ADOPTED:** February 9, 2026

**RECORDED VOTE**

COMMISSIONERS	Moved	Seconded	Yes	No	Abstain	Absent
James Fife, Chair						
Jesus Carrion						
Daniel Choffo						
Raymond Lucas						
Miguel Simoes						
Harold Stahl						

I certify that the above Resolution was adopted by the Harrison Redevelopment Agency on February 9, 2026.

\_\_\_\_\_  
Gregory P. Kowalski  
Executive Director

## **EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** is made this \_\_\_\_ day of February 2026, by and between **LESTER M. ENTIN ASSOCIATES**, a New Jersey Limited Liability Company, having a mailing address of P.O. Box 1700, Livingston, New Jersey 07090 (“Grantor”) and the **HARRISON REDEVELOPMENT AGENCY**, having an office at 318 Harrison Avenue, Harrison, New Jersey 07029 (“Grantee”)

**WHEREAS**, Grantor is the Owner of certain premises situated in the Town of Harrison, County of Hudson and State of New Jersey known as Lot 2.02, Block 169 on the tax map of said Town of Harrison, which is depicted on the survey attached as Exhibit A (the “Grantor Parcel”); and

**WHEREAS**, Grantee is the owner of property adjacent to the western portion of the Grantor Parcel known as Lot 1.03 Block 174 on the tax map of the Town (the “Grantee Parcel”), which currently serves as a handicapped parking lot (the “Handicapped Lot”) for events at the Sports Illustrated Stadium, formerly known as the Red Bull Arena (the “Stadium”); and

**WHEREAS**, Grantor has agreed to grant to Grantee an easement that includes ingress and egress rights over a portion of land on the Grantor Parcel, as described by metes and bounds and depicted on the survey attached as Exhibit B (hereinafter referred to as the “Easement Area”).

**NOW, THEREFORE**, for good and valuable consideration provided by the Grantee as set forth in this Easement Agreement, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, it is agreed as follows:

**1.     Easement.** Subject to the limitations in paragraph 2 below Grantor hereby grants, for the benefit of the Grantee, its successors and assigns, and their respective tenants, licenses, contractors, agents and invitees, an exclusive easement on, in and over the Easement Area, for



ingress and egress by pedestrians and vehicles to the Handicapped Lot. Grantee shall have the right to construct sidewalks, parking and driveways and related installations (such as fences, curbing and drainage systems) on, over, under and through the Easement Area, at the Grantee's sole cost and expense.

**2. Grant of Easements and Terms and Conditions of Easements.**

a. In connection with the driveway to be constructed by Grantee to connect the Handicapped Lot to the Cape May Street Northwesterly Extension (the "Driveway") the Grantee shall reconstruct the fence at the top of the Driveway to include a gate which shall be opened only on days when events are scheduled at the Stadium to regulate and control access to the Easement Area. The Grantee shall periodically provide a list of Stadium Events to the Grantor.

b. During all times that the Driveway gate is opened the Grantee shall, at no costs to the Grantor, arrange for a traffic control officer (which may or not be a police officer) to be placed at the base of the Driveway and at the southern end of the Northwesterly Extension of Cape May Street where it meets with the main portion of Cape May Street. These traffic control officers shall direct traffic in the Easement Area to ensure traffic safety and to minimize any impact upon truck access to/from the Grantor Parcel during Stadium events

c. The Grantee shall be responsible for the proper maintenance of and the making of all necessary repairs in the Easement Area in accordance with all applicable laws, the terms and provisions of this Agreement (the "**Maintenance Obligations**"). For the avoidance of doubt, the Maintenance Obligations shall include the removal of snow and ice from the parking lot and sidewalk areas as required by applicable laws and any necessary utility repairs. In performance of these Maintenance Obligations, Grantee shall (i) obtain any and all required licenses, permits and

consents (and pay any and all fees with respect thereto) prior to performing any such Maintenance Obligations, (ii) perform such Maintenance Obligations in a prompt, safe and efficient manner, consistent with good construction practice, (iii) when performing such Maintenance Obligations, take such precautions as may be necessary or appropriate to prevent damage or injury to persons or property (iv) upon completion of any work, restore the Easement Area where the work was performed to its former condition with all debris removed, subject to the local laws.

**3. No Public Benefit.**

a. Nothing contained herein shall be in any way construed as a declaration for public use of any portion of the Easement Area. The easement rights created herein and the agreements made herein are for the sole purpose of allowing (i) pedestrian passage on, over and through such Easement Area; (ii) vehicular access on, over and through the Easement Area for all vehicles using the Handicapped Lot on the Grantee Parcel; and (iii) access on, over and through the Easement Area for police, fire and any other emergency vehicles.

b. In consideration for this easement granted to the Grantee, the Grantee shall at all times allow pedestrian access over the Handicapped Lot for employees and visitors to the Grantor Parcel.

c. The easement rights created herein shall run with and be appurtenant to the respective Grantor Parcel and the Grantee Parcel as the case may be, and shall be for the benefit of (i) the guests, invitees, and licensees of such benefited owners and (ii) the tenants and occupants of such benefited owner and the guests, invitees and licensees of such tenants and occupants. In addition, the rights granted to Grantee hereunder may be exercised by the Town of Harrison and/or the Hudson County Improvement Authority, which owns the land under the Stadium.

4. **Enforcement.** This Easement Agreement may be enforced by the parties hereto, their respective heirs, personal representatives, successors and assigns, and any and all persons, partnerships, firms or corporations hereafter claiming under them.

5. **Term** This Easement Agreement shall remain in effect for so long as the Stadium remains in operation.

6. **Severability.** If any part or provision of this document is held by a court to be invalid or illegal, the validity of the remaining parts or provisions shall not be affected, and they shall remain in full force and effect and binding upon the parties hereto.

7. **Notices.** All notices required or permitted to be given hereunder, and all documents required or permitted to be delivered hereunder shall be in writing, and shall be deemed to have been given or delivered forty-eight (48) hours after being deposited as certified or registered mail in the United States mails, postage prepaid, return receipt requested, to the address of the owner to be notified as set forth in the beginning of the Easement Agreement or, at such address in the United States of America as such owner of the Grantor Parcel or Grantee Parcel may designate from time to time by notice as required hereunder. Notices sent to Grantor of the dates/times of events at the Stadium may also be made by email to [marc@lmeassoc.com](mailto:marc@lmeassoc.com) and [jen@lmeassoc.com](mailto:jen@lmeassoc.com).

8. **Waiver.** No party hereto shall be deemed to have waived the exercise of any right or remedy existing hereunder unless such waiver is made expressly and in writing. Without limiting the generality of the foregoing, no delay or omission by any party hereto in exercising such right or remedy shall be deemed to constitute a waiver with respect to other instances involving the exercise of such right or remedy or with respect to other such rights or remedies.

9. **Applicable Law.** This Easement Agreement shall be given effect, and shall be construed in accordance with, the laws of the State of New Jersey.

10. **Limitation on Liability.** The rights and obligations set forth in this Easement Agreement shall run with the applicable lands which are benefited and burdened and shall be binding upon all future owners of said lands, their successors and assigns. The liabilities of the parties to this Easement Agreement for any breach of any of the terms, covenants or conditions of this Easement Agreement, shall be limited to their respective interests in the Grantor Parcel or the Grantee Parcel, as the case may be.

11. **Representation Regarding Ownership and Enforceability.**

a. Grantee represents to Grantor that all requisite official action has been taken by Grantee prior to execution of this Agreement and that the signatories representing the Grantee have been duly authorized and empowered to execute this Agreement.

b. Grantor represents that it is the sole owner of the Grantor Parcel, that it is lawfully seized and possessed of the Grantor Parcel, and that no other party is needed to join in this Agreement in order to vest in the Grantee the Easement granted by this Agreement. Upon Grantee's request, Grantor shall request proper subordinations from parties holding liens encumbering the lands, postponing and subordinating their interest(s) to the Easement granted by this Agreement.

12. **Insurance.**

a. Grantee shall maintain, or cause to be maintained, during the entire term of this Agreement, public liability insurance naming Grantor as an additional insured insuring against property damage or for personal injury within the Easement Area. Such liability policy or policies shall (i) list Grantor as an additional insured; (ii) be issued by a company or companies licensed to

do business in New Jersey; and (iii) have limits of liability of not less than \$3,000,000 per occurrence and \$5,000,000 in aggregate.

b. Grantee shall indemnify and save harmless Grantor from and against any and all claims or demands in connection with any occurrence, accident, injury to person(s) or property damage arising out of Grantee's exercise of its rights hereunder, and from and against any and all costs and expenses relating thereto. Each party shall give prompt notice to the other of any such claims or demands.

13. **Counterpart Signatures.** This Agreement may be executed in counterparts, which when taken together shall constitute one agreement.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the dates set forth in the acknowledgements below to be effective as of the day and year first above written.

**LESTER M. ENTIN ASSOCIATES**

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

**HARRISON REDEVELOPMENT AGENCY**

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



**STATE OF NEW JERSEY, COUNTY OF HUDSON   SS:**

I CERTIFY that on \_\_\_\_\_, 2026 James A. Fife, Chairman of the Harrison Redevelopment Agency, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached Easement Agreement,
  - (b) was authorized to and did execute this Easement Agreement as an authorized Officer of Harrison Redevelopment Agency, the entity named in this Easement Agreement; and
  - (c) executed this Easement Agreement as the act of the entity.
- \_\_\_\_\_

**STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_ SS:**

I CERTIFY that on \_\_\_\_\_, 2026, \_\_\_\_\_, a partner of Lester M. Entin Associates, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached Easement Agreement,
  - (b) was authorized to and did execute this Easement Agreement as a duly authorized partner of Lester M. Entin Associates, the entity named in this Easement Agreement; and
  - (c) executed this Easement Agreement as the act of the entity.
- \_\_\_\_\_

**EXHIBIT A**

**Survey of Grantor Parcel**



**EXHIBIT B**

**Description of Easement Area**

**HARRISON REDEVELOPMENT AGENCY**

**RESOLUTION AUTHORIZING THE EXTENSION OF THE STADIUM PARKING AGREEMENT  
WITH ADVANCE REALTY AFFILIATES  
FOR BLOCK 138.01, LOTS 1.01 AND 1.02 (COMMONLY REFERRED TO AS “ADVANCE BLOCK A”)  
AND BLOCK 138.02, LOTS 1.01 AND 1.02 (COMMONLY REFERRED TO AS “ADVANCE BLOCK B”)  
BETWEEN THE TOWN OF HARRISON AND THE HARRISON REDEVELOPMENT AGENCY**

**RESOLUTION NO. \_\_\_\_-2-2026**

**WHEREAS**, the Harrison Redevelopment Agency (the “HRA”) needs to continue its parking agreement with affiliates of Advance at Harrison, LLC (“Advance”) in order to provide spectator parking in the vicinity of the Sports Illustrated Stadium (formerly known as the Red Bull Arena); and

**WHEREAS**, Advance is willing to continue to allow the use of Advance property for parking pursuant to the terms of the agreement entered into between the parties and the February 5, 2026 letter amendment (the “Letter Amendment”) attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the Commissioners of the Harrison Redevelopment Agency that:

1. The Chairman is hereby authorized to execute and ratify the Letter Amendment to the Parking Agreement substantially in the form attached hereto and to take and any other action and/or execute any other document needed to effectuate the purpose of the parking agreement between the HRA and Advance.

**ADOPTED:** February 9, 2026

**RECORDED VOTE**

COMMISSIONERS	Moved	Seconded	Yes	No	Abstain	Absent
James Fife, Chair						
Jesus Carrion						
Daniel Choffo						
Raymond Lucas						
Miguel Simoes						
Harold Stahl						

I certify that the above Resolution was adopted by the Harrison Redevelopment Agency on February 9, 2026.

---

Gregory P. Kowalski  
Executive Director

1430 US Hwy. 206  
Bedminster, NJ 07921

February 5, 2026

Harrison Redevelopment Agency  
318 Harrison Avenue  
Harrison, NJ 07029

Re: Parking Lot Agreement

Dear Sirs:

With respect to that certain "AGREEMENT BETWEEN BLOCK A PARTNERS URBAN RENEWAL I, LLC, BLOCK B PARTNERS RENEWAL I, LLC AND THE HARRISON REDEVELOPMENT AGENCY FOR THE USE OF BLOCK 138.01, LOT 1 (LOT A) AND BLOCK 138.02 LOT 1 (LOT B) PROPERTY AS A PARKING LOT" (the "2019 Parking Lot Agreement"), as previously modified by way of letter agreement between the Harrison Redevelopment Agency and Block A Partners Urban Renewal I, LLC and Block B Partners Urban Renewal I, LLC dated August, 2020 (the "Letter Amendment," which, with the 2019 Parking Lot Agreement, constitutes the "Agreement"), the undersigned, on behalf of Block A Partners Urban Renewal 1, LLC and Block A Partners Urban Renewal 2 LLC, as well as Block B Partners Urban Renewal 1, LLC and Block B Partners Urban Renewal 2 LLC, for good and valuable consideration, agrees as follows:

1. The Term of Agreement relative only to Lot A shall be extended to December 31, 2028.
2. The Term of Agreement relative only to Lot B shall be extended through December 31, 2026; provided however, that Advance may, in its sole and absolute discretion, upon twenty-four hours prior written notice to the HRA, terminate this Agreement as it relates to Lot B.
3. The first sentence in paragraph 2(i) is amended to state: "The HRA shall obtain a policy of General Commercial Liability insurance written on Insurances Services Office (ISO) occurrence Form CG 00 11 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/complicated operations, any liability assumed under an insured contract (including the tort liability of another assumed in a business contract) under which Advance Realty Development, LLC; Advance Capital Partners, LLC; Padco Management, Inc.; Advance at Harrison, LLC; Advance at Harrison Urban Renewal 1, LLC; Block A Partners Urban Renewal 1, LLC; Block A Partners Urban Renewal 2, LLC; Block B Partners Urban Renewal 1, LLC; Block B Partners Urban Renewal 2, LLC; Block D Partners Urban Renewal LLC; Block E Partners Urban Renewal LLC; Block F Partners Urban Renewal LLC, and their respective members, partners, subsidiaries, successors, assignees, and mortgagees, and any other parties identified by Advance in the discretion of Advance are named as additional insureds (collectively, the "Indemnitees"), and such policies shall provide

coverage that is primary without contribution for any insurance or self insurance that may be carried by any Indemnatee or other person.”

4. Paragraph 5 is amended in its entirety to state: "In addition to any rights of Advance to terminate upon breach by HRA of this Agreement and provided that Advance has filed an application for site plan approval relating to Lot A with the Town of Harrison Planning Board, Advance may, upon a minimum of sixty (60) days' prior written notice to HRA, modify this Agreement (on one or more occasions) to reduce the area of the Parking Lot or terminate this Agreement. HRA's obligations hereunder, with the exception of payment, shall survive any termination."
5. A copy of any notice to the HRA shall be sent to:  
Castano Quigley Cherami, LLC  
7 Giralda Farms  
Madison, NJ 07940
6. All other terms of the Agreement shall remain unchanged.

Capitalized terms used in this letter shall have the same meaning attributed to them in the Agreement.

BLOCK A PARTNERS URBAN RENEWAL 1, LLC

By: \_\_\_\_\_  
Daniel Cocozziello

BLOCK A PARTNERS URBAN RENEWAL 2, LLC

By: \_\_\_\_\_  
Daniel Cocozziello

BLOCK B PARTNERS URBAN RENEWAL 1, LLC

By: \_\_\_\_\_  
Daniel Cocozziello

BLOCK B PARTNERS URBAN RENEWAL 2, LLC

By: \_\_\_\_\_  
Daniel Cocozziello

ACCEPTED AND AGREED:  
HARRISON REDEVELOPMENT AGENCY

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

James A. Fife, Chairman

**HARRISON REDEVELOPMENT AGENCY**

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT  
BETWEEN THE TOWN OF HARRISON AND THE HARRISON REDEVELOPMENT AGENCY  
REGARDING THE OPERATION OF CERTAIN PARKING LOTS  
DURING RED BULL STADIUM EVENTS**

**RESOLUTION NO. \_\_\_\_-2-2026**

**WHEREAS**, in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et seq.* (the “Redevelopment Law”), the Town of Harrison (the “Town”) has designated certain parcels of land adjacent to and to the south of the NJ Transit/Amtrak and PATH railroad lines as an area in need of redevelopment (the “Redevelopment Area”); and

**WHEREAS**, the Town has designated the Harrison Redevelopment Agency (the “Agency”), a duly established instrumentality of the Town, as the “Redevelopment Entity” (as such term is defined in the Redevelopment Law) to implement the Redevelopment Plan; and

**WHEREAS**, as part of implementation of the various redevelopment projects, the Agency has entered into an agreement with Advance at Harrison, LLC ("Advance") for the use of certain real property owned by Advance as parking lots during Red Bulls Stadium events; and

**WHEREAS**, additional spaces were needed to satisfy prior agreements, the Agency has entered into an agreement with Public Service Electric and Gas Company ("PSEG") for the use of certain real property owned by PSEG as parking lots during Red Bulls Stadium events; and

**WHEREAS**, the Agency and the Town wish to enter into an interlocal agreement pursuant to the Interlocal Services Act, N.J.S.A. 40A:65-1, *et seq.*, for the Town to operate the parking lots, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the Commissioners of the Harrison Redevelopment Agency that:

1. The Interlocal Agreement with the Agency for the operation of parking lots attached hereto is hereby approved.
2. The Chairman and/or Executive Director are hereby authorized to execute the Interlocal Agreement and to take any and all other action needed to effectuate the purposes of this Resolution.

**ADOPTED:** February 9, 2026

**RECORDED VOTE**

COMMISSIONERS	Moved	Seconded	Yes	No	Abstain	Absent
James Fife, Chair						
Jesus Carrion						
Daniel Choffo						
Raymond Lucas						
Miguel Simoes						
Harold Stahl						

I certify that the above Resolution was adopted by the Harrison Redevelopment Agency on February 9, 2026.

\_\_\_\_\_  
Gregory P. Kowalski  
Executive Director

## **INTERLOCAL SERVICES AGREEMENT**

### **BY AND BETWEEN THE HARRISON REDEVELOPMENT AGENCY AND THE TOWN OF HARRISON (together, the “Parties”)**

**WHEREAS**, in accordance with the procedures set forth in the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et seq.* (the “Redevelopment Law”), the Town of Harrison, in the County of Hudson, (the “Town”) has designated certain parcels of land adjacent to and to the south of the NJ Transit/Amtrak and PATH railroad lines as an area in need of redevelopment (the “Redevelopment Area”); and

**WHEREAS**, in accordance with the procedures set forth in the Redevelopment Law, the Town has adopted a plan, dated October 2003, as amended (the “Redevelopment Plan”) for the redevelopment of the Redevelopment Area; and

**WHEREAS**, the Town has designated the Harrison Redevelopment Agency (the “Agency”), a duly established instrumentality of the Town, as the “redevelopment entity” (as such term is defined in the Redevelopment Law) to implement the Redevelopment Plan; and

**WHEREAS**, the Agency has entered into an Agreement (the “Advance Agreement”) with Block A Partners Urban Renewal 1, LLC and Block B Partners Urban Renewal 1, LLC (“Advance”) for the use as a parking lot of certain parcels of land in the Redevelopment Area owned by Advance (the “Advance Lots”) for Red Bull Arena events, a copy of which is attached hereto; and

**WHEREAS**, the Agency has entered into an Agreement (the “PSEG Agreement”) with Public Service Electric and Gas Company (“PSEG”) for the use as a parking lot of certain parcels of land in the Redevelopment Area owned by PSEG (the “PSEG Lot”) for Red Bull Arena events, a copy of which is attached hereto; and

**WHEREAS**, the Town and the Agency wish to enter into an interlocal services pursuant to the Interlocal Services Act, N.J.S.A. 40A:65-1, *et seq.*, to assist the Agency with operating the above-mentioned lots; and

**WHEREAS**, on \_\_\_\_\_, the Town adopted a resolution, attached hereto, consenting to the execution of this Agreement by the Town; and

**WHEREAS**, on \_\_\_\_\_, the Agency adopted a resolution, attached hereto, authorizing the execution of this Agreement by the Agency.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **ARTICLE I**

### **Representation and Warranties**

#### **Section 101.** Representation and Warranties of the Agency and Town.

A. The Redevelopment Area has been duly designated in accordance with the process set forth in the Redevelopment Law.

B. The Redevelopment Plan has been duly adopted in accordance with the process set forth in the Redevelopment Law.

C. The Town has duly created the Agency pursuant to the Redevelopment Law and duly designated the Agency as the redevelopment entity to implement the Redevelopment Plan in accordance with the process set forth in the Redevelopment Law

D. The Agency has entered into an Agreement with Advance for the use of the Advance Lots for Red Bull Arena events, a copy of which is attached hereto.

E. The Agency has entered into an Agreement with PSEG for the use of the PSEG Lot for Red Bull Arena events, a copy of which is attached hereto.

## **ARTICLE II**

### **Obligations of the Parties**

**Section 201.** The Town shall operate the Advance Lots during Red Bull Arena events and pay Advance its share of the parking fees collected pursuant to the Advance Agreement, and remit to the Agency an amount not to exceed \$80,000 annually for 2026 and 2027, subject to the availability of said funds from the net parking fees collected, after paying all related expense, including Advance's share. The Town and the Agency shall split evenly any net parking fees collected up to \$160,000 annually, and the Town shall keep any net parking fees collected over \$160,000 annually.

**Section 202.** The Town shall operate the PSEG Lot during Red Bull Arena events and pay PSEG any fees incurred from operation of the PSEG Lot pursuant to the PSEG Agreement. The Town shall keep any net parking fees collected after paying all related expense.

**Section 203.** This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.

**Section 204.** person or entity other than the Parties shall have any right, benefit or obligation under this Agreement as a third-party beneficiary or otherwise.

**Section 205.** This Agreement shall be interpreted in accordance with its fair meaning and shall not be interpreted in favor of any particular Party. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any portion of this Agreement. The Parties have each participated in the negotiation and drafting of this Agreement with representation by counsel and such other advisers as they have deemed appropriate.



**IN WITNESS WHEREOF**, the Parties here caused this Agreement to be duly executed by their respective authorized officers as of the date first set forth above.

Attest

THE HARRISON REDEVELOPMENT AGENCY

\_\_\_\_\_

By: \_\_\_\_\_  
Gregory P. Kowalski, Executive Director

Attest:

THE TOWN OF HARRISON

\_\_\_\_\_

By: \_\_\_\_\_  
James A. Fife, Mayor