

**MINUTES OF THE PATERSON BOARD OF EDUCATION  
SPECIAL MEETING**

November 30, 2020 – 5:45 p.m.  
Remote - Zoom

Presiding: Comm. Kenneth Simmons, President

Present:

Ms. Eileen F. Shafer, Superintendent of Schools  
Ms. Susana Peron, Deputy Superintendent  
Khalifah Shabazz-Charles, Esq., General Counsel  
Boris Zaydel, Esq., Board Counsel

Comm. Vincent Arrington  
Comm. Jonathan Hodges  
Comm. Manuel Martinez, Vice President

Comm. Nakima Redmon  
Comm. Corey Teague

Absent:

Comm. Oshin Castillo-Cruz  
Comm. Joel Ramirez

Comm. Simmons read the Open Public Meetings Act:

The New Jersey Open Public Meetings Act was enacted to insure the right of the public to have advance notice of, and to attend the meetings of the Paterson Public School District, as well as other public bodies at which any business affecting the interest of the public is discussed or acted upon.

In accordance with the provisions of this law, the Paterson Public School District has caused notice of this meeting:

**Special Meeting  
November 30, 2020 at 5:30 p.m.  
Remote - Zoom  
90 Delaware Avenue  
Paterson, New Jersey**

to be published by having the date, time and place posted in the office of the City Clerk of the City of Paterson, at the entrance of the Paterson Public School offices, on the district's website, and by sending notice of the meeting to the Arab Voice, El Diario, the Italian Voice, the North Jersey Herald & News, and The Record.

**DISCUSSION ON THE HINCHLIFFE STADIUM PROJECT**

Comm. Simmons: Just a note to the public that is watching. There are members of the Board that are absent and those members are absent because there is a conflict with the matter that we will be dealing with in tonight's meeting. That's why those Commissioners are absent.

Comm. Hodges: Mr. President, I shall be checking out as well.

Ms. Shabazz-Charles: For what reason?

Comm. Hodges: I'm a member of the Board of Adjustment.

Ms. Shabazz-Charles: You've been involved in all of the discussions. Were you just recently appointed? I'm not familiar when that occurred.

Comm. Hodges: It's come to my attention that I might be in conflict as a member of the Board of Adjustment.

Ms. Shabazz-Charles: I'm just hearing of this now. In the future, I would like if you would let me know that prior to now. I really don't want to ask all of these questions of you here, but I have no choice. Have you been involved with this project on the Board of Adjustment side at all?

Comm. Hodges: No.

Ms. Shabazz-Charles: Is the Board of Adjustment one of the boards where there is a salary or payment associated?

Comm. Hodges: Yes.

Ms. Shabazz-Charles: You said that it's come to your attention, but in what regard? Is it something that you just thought about or an opinion that it is a conflict?

Comm. Hodges: My concern is that since it is a part of the city government, I didn't think I should be participating or voting on anything.

Ms. Shabazz-Charles: Just give me a moment to pull up the statute on that. I apologize to everyone for the delay. As I stated, this is the first that this inquiry is being told to me. The Board of Adjustment, could you give a brief synopsis of what that service entails?

Comm. Hodges: They look at projects that are being brought to the city for approval and they approve or disapprove of the developmental projects. As a citizen member, I vote on those approvals or disapprovals.

Ms. Shabazz-Charles: Just like another member here, if there have been no discussions about that to date, are you able to recuse yourself from it on the city side? If there's been no discussion, are there enough members that you would be able to recuse yourself?

Comm. Hodges: Yes. As an employee of the city I was concerned about that, which is why I've always abstained.

Ms. Shabazz-Charles: It's a stipend salary. Some refer to it as a salary.

Comm. Hodges: Yes, it's a stipend.

Ms. Shabazz-Charles: It's meant to cover your attendance at the meeting.

Comm. Hodges: That's right.

Ms. Shabazz-Charles: Who appointed you to this Board?

Comm. Hodges: Former Councilman Ken Morris.

Ms. Shabazz-Charles: According to the Code of Ethics, it does indicate that no board member shall act in his or her official capacity where he has a direct or indirect financial or personal involvement that might reasonably be expected to impair his or her independence of judgment. It also goes on to say no board member shall undertake any employment or service, whether compensated or not, which might reasonably be expected to prejudice his or her independence of judgment in the exercise of official duties. In my legal opinion, you have outlined that you are concerned that it may be perceived that your relationship and stipend would be perceived that way. Obviously, recusal is the safest form, but I do obviously want to caution you. I'm not certain how long you've been on, but I just want to caution that recusal does require being involved in any discussions regarding this. Based on who you've told me appointed you, I know you have been on for some time. Did you vote on the initial lease? This is back as an amendment.

Comm. Hodges: I don't remember if I did or not. I might have.

Ms. Shabazz-Charles: I can start by saying I do not believe this would be a conflict in light of your ability to recuse yourself on the city side of it. However, with these things there is a portion that deals with your comfort and so I don't want to undermine that as well. If you've been involved and voted previously, I believe that would have been appropriate and continues to be. But if you have been given some other reason, maybe a conflict, then I can give you my opinion, but of course the ultimate decision would be yours.

Comm. Hodges: That's my concern. I don't want to do anything that would in any way appear to be a conflict. I did not know and now it's come to my attention that might be a possibility. If there are only four members, the President can invoke the doctrine of necessity.

Ms. Shabazz-Charles: Under certain circumstances. I would have to get some very definitive legal information from the developers regarding timeline. One of the circumstances to invoke that is that we are unable to address this at a later meeting when we can have a quorum. Essentially, that doctrine is only used when more than a quorum of the members has a conflict, which to my understanding is not the case.

Ms. Williams: Five members do not have a conflict.

Ms. Shabazz-Charles: Thank you.

Comm. Simmons: It looks like we now have a total of six members on, if I'm not mistaken.

Ms. Shabazz-Charles: Yes, it looks that way as well.

Ms. Williams: Dr. Hodges voted yes on the last Hinchcliffe Stadium resolution, which was June 3, 2019.

Ms. Shabazz-Charles: Again, I've rendered my legal opinion, which is in light of what has already occurred and your ability to abstain. I want to be clear because we often use abstentions in place of recusal and they are really two different things. A recusal is

not being involved in any of the discussions on or off the record, formal or informal, as well as the vote. That is a recusal. An abstention is really just that. Often, it's used as if they were just recusing themselves, but an abstention can be done for other reasons that aren't due to conflict. My opinion in light of your ability to recuse yourself, I believe that you can proceed. I would caution that if you believe it's a conflict based on your more intimate understanding of what you do, Dr. Hodges, and I'm just finding this out now so I have to shoot off the hip, and having a better in-depth knowledge of what you're doing, then by all means you should really not even participate in this meeting.

Comm. Hodges: I don't even know. I'm just assuming that since I'm on the Board of Adjustment. That was just an assumption that came to my attention.

Ms. Shabazz-Charles: Understood.

Comm. Hodges: I have no idea what to do.

Ms. Shabazz-Charles: As I've stated, I believe that if it comes before you, you should recuse yourself from the city side. Based on your appointment, if it wasn't by the Mayor, there doesn't appear to be any direct or indirect financial interest that you are obtaining if you choose to vote on this. You've already voted. I'm assuming you are the type of person that believes if you are not able to have independence of judgment based on your capacity or knowledge, then by all means you should not. If you don't, I think it would be very fair to say there's no reason to believe that your vote on this is being prejudiced because of your position. That is me having to give you this advice with the limited information that I have. If you believe there's more in-depth analysis that's needed, then I would recommend that you recuse yourself. I can only give you the information based on what just came before me now because I didn't have knowledge that you were on the Board of Adjustment.

Comm. Hodges: I'm trying to decide.

Ms. Shabazz-Charles: Based on the way you feel, and if this is one of those things that would be played back later, it appears to me that you have concern and that's completely fine. I've given you my legal opinion, but ultimately people will make an analysis into your perspective. The way this is moving forward it appears there's concern. I would say in light of our conversation and some of your hesitance, and I understand why, then you should recuse yourself.

Comm. Hodges: Alright, I recuse myself.

Ms. Shabazz-Charles: I would ask that in the future for anyone, if these kinds of conversations can occur before the meeting so I can have the benefit of doing proper research and getting appropriate information so that I can provide a full and thorough legal analysis, especially on something as important as ethical obligations.

Comm. Hodges: Right. Do you have six members now?

Ms. Shabazz-Charles: Yes.

Comm. Teague: Yes, I'm on now.

Comm. Hodges: I'll recuse myself just to make sure. I have announced that I work for the city in the past. That is my standing. Apparently, I'll be clearer in the future. I'll recuse myself now.

Ms. Shabazz-Charles: No problem. These are things that I'm sure people have known. I just wasn't aware of that, but understood.

Comm. Simmons: Thank you. We will move forward. Before we get to public comments, I did ask Assemblywoman Sumter to join us to just give us a synopsis of the project from the state level. As you know, this is now the district, the city, and there's some involvement from the state level as well. Assemblywoman, if you will.

Assemblywoman Shavonda Sumter: Sure. Thank you so much, Commissioner, for allowing me to join your meeting. Good evening, everyone. I'm Assemblywoman Shavonda Sumter. I want to first thank each of you for your service during this time of pandemic for not only our children but our families and our educators during this time. You're doing a fabulous job. Continue the good work in keeping us safe. My purpose tonight is to share with you the hard work that has occurred on the state level for over 10 years with regard to Hinchcliffe Stadium and the surrounding areas. I will not take up much of your time with the history lesson on how we got here, but I would like to share a vision for our future and where we go from here. This body is the lynchpin for the restoration and revitalization of the stadium. Senator Pou, Assemblyman Wimberly and I have fought tirelessly in Trenton for an opportunity to restore this project that serves as an eyesore of dreams yet long forgotten. In fact, Paterson was written into the Economic Incentive Program since 2010, with very limited success for a sizable project that stood to be revitalized for an entire section of the city. President Obama designated the Great Falls as a national park and we have visitors from across the world coming to see our Great Falls, but yet see this blight of the Hinchcliffe Stadium in that surrounding footprint. Having students paint over the graffiti on the walls and worrying about the safety of visitors due to the blight is something that we can fix by 2022. In fact, if we are fortunate, if schools resume in the fall of 2021, the students may very well see construction happening at that site. We're almost there. Trust me, in Trenton just a couple of weeks ago, Assemblyman Wimberly, Senator Pou and I were doing another appeal for the extension because the pandemic had progress stalled. These funds have been dedicated, earmarked, fought for and continue to be something that we are fighting to make sure Paterson has access to. We pulled together a number of different dollars because we've tried everything since I've been in office in 2012, from talking to SBDA to see if we can connect it to a school with the school redevelopments with Don Bosco. We found out that was a no-go. From talking to the city to see if it could be part of a project for the city. The city didn't have all of the money. Talking to our federal representatives, Congressman Pascrell, he fought for the federal parks funding side and we see that work being done now. On the state level, we've dedicated funds from urban parks, from the New Jersey Mortgage and Finance Agency construction tax credits, as well as pilot funds from the city. The ball is in your court now. You are it. We have seriously worked hard since 2010 on these efforts in making sure these funds stayed with Paterson for the benefit of Patersonians and for generations to come. It is my commitment to you all today to continue to work with you in partnership to make sure that we see this project through. Not only that, but that the state is in fact a partner. Governor Murphy has been supportive of this project. This project has also gone through the New Jersey Economic Development Authority, before the City Council and back to your Board. We are here today solely because we need the extension and I'm appealing to you as a state representative who has fought on the state level to make sure these funds remain with Paterson for this project to be done that's of a sizable size for our children and our children's children to enjoy. My children are 21 and 22 now so that's still hard to accept and I'm not pushing for grandchildren. It truly is important that we all do our part. I really want to thank you for the few moments that you allowed me to join this meeting to make this appeal. I made the appeal in 2019

and I'm making the appeal now to you again as a partner. I will end with this. This is one of those projects where you actually have the federal government, the state government, the county government, and the city government all on the same page and that took a lifetime of work. We want to continue to be your partner and I'm here for you if you need me. Commissioner, I'm not sure if there are any questions for me.

Comm. Simmons: Do any of the Commissioners have questions for Assemblywoman Sumter?

Comm. Martinez: No question, just a heartfelt thank you for everything that you and your colleagues on the state legislature side have been doing for this project. Thank you.

Assemblywoman Sumter: Thank you, Comm. Martinez.

Comm. Simmons: I echo those same sentiments. Thank you for joining us tonight and giving us a little more insight on where this project has come from. Again, thank you.

Assemblywoman Sumter: Thank you for allowing me to take up a few minutes of your time and for being truly conscientious in the work that you do. I truly and sincerely appreciate each and every one of you.

Comm. Simmons: Thank you. Before we move into public comments, are there any speakers?

Mr. Zaydel: There are none.

Comm. Simmons: Do I still need to open and close it?

Ms. Shabazz-Charles: Yes.

## **PUBLIC COMMENTS**

**It was moved by Comm. Martinez, seconded by Comm. Redmon that the Public Comments portion of the meeting be opened.**

Comm. Teague: Can I make a statement really quickly? This is one of the things that have always concerned me. People were trying to inbox me today.

Comm. Simmons: Should we do it now or should we let him do it while public comments are open? I'm just trying to clarify.

Ms. Shabazz-Charles: That question was for me?

Comm. Simmons: Yes. I guess he wants to make a statement in regards to what's on the agenda tonight. Can he do it now or should I wait until public portion is open?

Ms. Shabazz-Charles: You can open public portion and then the Commissioner can make his statement.

Comm. Redmon: Mr. President, we have to withdrawal our motion because public portion is actually open, isn't it?

Comm. Simmons: No, we didn't get to roll call yet.

**On roll call all members voted in the affirmative. The motion carried.**

Comm. Hodges: Should I be participating in this at all?

Ms. Shabazz-Charles: You should actually log off so there's no question as to whether or not you participated in the discussion in any way shape or form since this is the only item on the agenda for today.

Comm. Hodges: I can still be a member of the public and listen to the meeting.

Ms. Shabazz-Charles: Sure, you can do that.

Comm. Hodges: I'm just going to mute myself then.

Comm. Simmons: There aren't any speakers, but Comm. Teague had a statement.

Comm. Teague: Just a statement. It's not about the project. It's just about the fact that folks will flood your inbox with complaints and then when it's time to actually come before the Board, they don't find the time to do it. For the people that seem to be so concerned, why don't you show up at the Board meetings and make your comments known there? That's all I'm going to say. They'll flood your inbox with all of these ridiculous concerns. A lot of them have no merit. Then when it's time to really come before the Board, they are nowhere to be found. That's all I want to say about that.

**It was moved by Comm. Martinez, seconded by Comm. Teague that the Public Comments portion of the meeting be closed. On roll call all members voted in the affirmative. The motion carried.**

## **RESOLUTION FOR A VOTE**

Comm. Simmons: I will entertain a motion to approve item No. 1 on the agenda. Do you want to do that now or do you want to do that during discussion?

Comm. Martinez: I defer to our legal advisor. I thought you were putting it on the floor.

Comm. Simmons: I was.

Ms. Shabazz-Charles: This is actually the appropriate way to address. Put it on the floor and then we can go through any issues during discussion.

### **Resolution No. 1**

WHEREAS, THE SCHOOL DISTRICT OF THE CITY OF PATERSON, as landlord, leased certain real property commonly known as Hinchliffe Stadium, an approximately 5.64 acre tract of land located at 186-218 Maple Street, Paterson, New Jersey (Block 801, Lot 6) (the "Stadium") to the City of Paterson, as tenant, pursuant to a certain Lease dated June 8, 2010; and

WHEREAS, a developer has proposed to preserve and rehabilitate the Stadium and to also develop an abutting lot (Block 801, Lot 7) with housing with a multi-layered financing strategy including, but not limited to, New Jersey EDA ERG State Tax Credits; and

WHEREAS, both Lot 6 and Lot 7 in Block 801 are owned by the School District of The City of Paterson, New Jersey; and

WHEREAS, in an amended lease agreement dated October 19, 2019, the School District of the City of Paterson and the City of Paterson amended the June 8, 2010 Lease in order to facilitate the said Rehabilitation of the Stadium and the development of the abutting Lot 7; and

WHEREAS, the amended lease agreement states the School District of the City of Paterson shall have the duty to offer the City of Paterson the right to acquire fee simple title to Lot 7 for one (1) dollar, by quitclaim deed; and

WHEREAS, the City of Paterson wishes to acquire fee simple title to Lot 7 for one (1) dollar, by quitclaim deed; and

WHEREAS, pursuant to the amended lease agreement, the City of Paterson has obtained a developer to preserve, rehabilitate, operate and maintain Hinchliffe Stadium; and

WHEREAS, the City of Paterson wishes to assign its rights to the developer, known as Hinchliffe Master Urban Renewal Associates, L.P., a New Jersey limited liability; and

WHEREAS, the School District of the City of Paterson and Hinchliffe Master Urban Renewal Associates, L.P. wish to enter into a lease for Hinchliffe Stadium; and

NOW, THEREFORE, BE IT RESOLVED that the SCHOOL DISTRICT OF THE CITY OF PATERSON hereby approves the Purchase and Sales Agreement, Option to Purchase Lease Hold Interest, and Amended and Restated Lease as respectively, Exhibit A, Exhibit B, and Exhibit C and authorizes the Superintendent of the School District of the City of Paterson to execute and the counsel to the School District of the City of Paterson to attest the Superintendent's signature and for said designees to take all actions necessary or desirable to implement the said Agreements.

**It was moved by Comm. Martinez, seconded by Comm. Redmon that Resolution No. 1 be adopted by the Board.**

Comm. Simmons: Madam General Counsel, you sent out an email to Board members earlier highlighting the questions that were asked in the last meeting and there were some responses. Do you just want to touch on that?

Ms. Shabazz-Charles: Responses from Board members or responses to the questions?

Comm. Simmons: Responses to the questions.

Ms. Shabazz-Charles: Yes, I will touch on that briefly. Obviously, after reading this document several times a day, although I sent out the document previously, I thought it would be helpful to send the sections highlighted that address some of the issues that were raised. I tried to go through it. Are there any members of the Board who due to their schedule haven't had an opportunity to review the email? Or even if you did, do you have any questions about the way that it was outlined?

Comm. Teague: No. It was pretty self-explanatory and I think you sent it out twice.



Ms. Shabazz-Charles: Yes. I sent it to make sure that everyone received it. I wanted to also send it to the PPS staff email because I know people check that one most. If there are no questions, I tried to make it as simple as possible just to touch briefly on the items. We dealt with one of the questions that was asked regarding how long the term will be. As we've discussed already, it's 75 years dating back to 2009. I know there were concerns about environmental issues. I outlined the sections that deal with the environmental and how this is an 'as is' lease. The base rent. I know we keep using the word profit share, revenue share because it's easier to grapple with. As my partner has outlined, that's not the appropriate term. It's base rent and additional rent. I outlined where it was highlighted that after all operating expenses, if there are any additional profits the landlord would receive that as additional rent. I do think this is an opportunity to outline based on what we expect for this. We aren't talking about large sums of money, but to the extent there is any net profit that would go in additional rent. That's under base rent, section 4. Another question that came up under section 7 is about rehab, maintenance, and repair. I pointed out that section because I know there were a lot of questions as to who is responsible for this. It outlines the tenant shall preserve, rehabilitate, operate, and maintain lease premises such that it may be used primarily for entertainment, cultural, and recreational activities. I believe that outlines who is responsible for the maintenance, repair, and the rehab of it. However, as my partner outlined, we do want to get into the mindset of knowing there still should be some money that we budget towards it in case there are times where there's a dispute, we need to fix something immediately, or we need to address. When I use the word fix, I feel like I use that loosely. Someone raised an example. If there is an event all day Sunday and 9 a.m. there's gym for Monday and we are of the belief that the field isn't at the level it should be for that event and we take exception to the way it was addressed, the reality is initially we're probably going to bear the expense of addressing it from Sunday night until Monday morning. I think as good attorneys it's our obligation to tell you that like any deal we should plan for the 'just-in-case' moments. Those are things that when we discuss putting some money aside in the budget for that we should, but that does not alleviate what the lease agreement outlines, which is who's responsible for that. There's also been discussion about putting money in the budget for the future. Our hope is that in 15 years or whenever financially feasible, we're able to have enough money set aside to continue to operate this building so that we don't have to go out and find someone else to do it. When we've had discussion about who's responsible, I think some things have got a bit merged in what the lease says, which is that the tenant is responsible for the day-to-day rehabilitation, operation and maintenance of the property. The only time we have responsibility, which is also outlined under section 7F, is where it says we are responsible for any and all litter, trash and cleanup, both before and after we use it. Things that are outside of the norm, such as if we have a football game and someone puts graffiti in the middle of the field, we are responsible. Your everyday care of the field is the responsibility of the tenant. Anything beyond your regular wear and tear, if something gets vandalized while we are using it or some other subtenant is using it, they would be responsible. We are not responsible for the wear and tear. I want to make sure that is completely outlined. In section 7 in several paragraphs it outlines our usage, which is the 180 days. On June 1 of each calendar year we have to provide the 180 days that we desire to use the property and we are always given first choice in the event there are conflicts. Section 18 deals with the right to cure. I know there were some questions asked about circumstances where if we feel that the tenant isn't doing their part. That section deals with how they do have a 30-day right to cure. If not, they would be in breach of this lease agreement and we would be entitled to be reimbursed for any out-of-pocket costs or just outline they're in breach. Section 24 deals with the compliance and environmental laws. I know that question was asked which basically outlines that the tenant is responsible for all known environmental issues with the

property being sold 'as is.' The last point was the Joint Advisory Board. I think that Board, albeit advisory, would be the best mechanism to deal with some of the day-to-day issues that are possible to occur. I wanted to outline that. As far as the questions that were asked, I tried to answer those as well. I know there's been an inquiry into whether or not an additional lane to the track can be done. I was told this had been looked at and worked out by the developers on several occasions. They've made every effort they could to try and get this done, but based on what it would require it really is just cost prohibitive to do. As it stands, I believe the stadium is regulation for football, baseball, and soccer. It would not be for track. We've already talked about the additional rent. However, I know we do have a representative from the development on the call and I'd like for him to still address this at the end. I would say there was some confusion about the restaurant. I think that's a big point to discuss. As I outlined, it was never our understanding that the restaurant was part of the revenue sharing as the attorneys, which is why the contract was drafted the way it was initially. I believe there was a discussion that occurred at the last meeting where it appeared that wasn't in fact the case and the restaurant was part of the additional rent component. After going through it in more detail, we were advised that essentially due to COVID and the way it's impacting the restaurant industry, that's not something that is on the table. In reviewing the prior lease, it wasn't on the table then. I believe that was always something that was going to be a good faith effort of the developer and the city when they try to bring someone in to operate it. It was never a definitive guarantee for the obvious business reasons. If a restaurant owner comes in and says he's willing to operate this and they do that solely, the ability to get someone to agree to giving the district half of their proceeds, while possible and while I believe that the developer and the city were attempting to find someone who was interested in that, that was never part of the initial language in the lease agreement and it is not at this point. I would say the 180 days we've already discussed at length with everyone as to why it is 180 days. However, to the extent that the stadium is needed for more, I've been assured that shouldn't be an issue and can be addressed through the Advisory Board. The parking has also been something that I was asked to look into. My understanding is that there will be a parking garage. If I'm misspeaking, please address it when you speak, Mr. Adolfo-Wilson. I believe the parking garage is meant to have 350 spots and approximately 50-75 will be for the residents of the senior building. To the extent that there are very large gatherings, 8,000 to 10,000 people, the reality is parking will be problematic. Again, I believe through the advisory committee we should be able to enter into some other memorandum of understanding to help to accommodate those situations, maybe the use of trolleys. There is nothing that can be definitively placed in this lease agreement relative to parking because that area where the parking garage is located is owned by the city. Those were all the questions that I wrote down. I tried to put together a brief synopsis to have everyone not have to read the entire lease and remember everything they read throughout the pages. If there are no questions related to that, I would say since we do have a developer on the line if anyone has any more in-depth questions, this would be a great time to ask the developer or Mr. Powell.

Comm. Simmons: Does any Board members have any questions for Mr. Adolfo-Wilson?

Comm. Arrington: I want to thank you, Khalifah, for the hard work. The responses were very detailed and it answered all of the questions I had.

Comm. Martinez: I'll echo that too, Vince. Thank you to Khalifah, Calvin, and everyone. I don't want to be preemptive in offering across the board thanks so I'll just say thank you to Khalifah and Calvin for everything you've done to provide clarity around this.

Comm. Teague: I forgot what the saying was, but this is what true leadership is. When you're taking part in something that is going to continue to grow even after we're gone, this is something that our children and our great-grandchildren are going to be able to carry on. This is legacy-building right here. This is what we're doing tonight. We are going to be impacting generations to come in a positive way. This is big.

Comm. Redmon: I agree with Comm. Teague.

Comm. Arrington: Great job, Comm. Teague.

Comm. Simmons: If there's no more un-readiness, roll call.

**On roll call all members voted as follows:**

Comm. Arrington: My vote is yes. This is a win for the children of Paterson.

Comm. Martinez: I was going to go into a long diatribe, but I'm not going to. Yes.

Comm. Redmon: My answer is yes and I'm happy to see that this project is moving forward. Congratulations to the Board of Education and also to the City of Paterson.

Comm. Teague: Yes. Paterson for the past few months has been the center of so much negativity, but it's good to be a part of some positive news.

Comm. Simmons: Yes, absolutely.

**The motion carried.**

**OTHER BUSINESS**

Ms. Shafer: Mr. President, if I could just say something at this point. I, too, want to just say thank you to the Board for asking some difficult questions. Thank you to Khalifah and her staff for providing the information. This is a great day, not only for the City of Paterson, but more so for the children currently in Paterson and those students in the future. For far too long they have not had an arena like this to be able to play in. It's really going to give them something to look forward to. We're also going to be able to provide some equity across the board for our students rather than us going to other places that have stadiums like this. Now folks are going to come and there will be some equity. As Superintendent, I certainly appreciate the Board in voting for this. Khalifah, thank you for bringing clarity to the whole situation so that we can move it forward!

Comm. Martinez: Mr. President, if can just jump in. To our Superintendent and everyone on her staff, a huge thanks for leading us through this. Kenny, phenomenal job! As our President, you led us right through this. Thank you to all the Commissioners who voted in favor. Thank you, Khalifah and Kenny, and everyone on the other side. Everyone involved. The administration and the municipal side, thank you. This is now real. This is tangible. This is something that our kids in future generations are actually going to be able to participate and experience. Instead of hearing and thinking about Hinchcliffe in some mythical way, where Negro League baseball stars played and where these great Eastside/Kennedy games took place, they are actually going to get to experience it for themselves and feel it and touch it and smell it. For that, I'm grateful and happy to be a part of this. Thank you to everyone, Kenny, Eileen, and everyone. Again, job well done! Thank you all.

Comm. Simmons: Thank you, everyone. Thank you, Board members. As the Superintendent said, you asked some difficult questions. The Board has done its' due diligence and the folks on the other side were able to answer the questions. This has come a long way. I remember sitting in a committee meeting a few years ago, a joint committee meeting with the Board and the city government, to even talk about the possibility of this project. Here we are today making it possible. I'm looking forward to the shovels going into the ground and even more I'm looking forward to the completion of the project. Thank you, everyone involved. Let's continue to work together, as Assemblywoman Sumter said, because we will be coming back to discuss this more as the project moves forward. If no one has anything to add for the good and the welfare, I'll entertain a motion to adjourn.

## **ADJOURNMENT**

**It was moved by Comm. Martinez, seconded by Comm. Arrington that the meeting be adjourned. On roll call all members voted in the affirmative. The motion carried.**

The meeting was adjourned at 6:33 p.m.