



New Jersey City University
Board of Trustees
2039 Kennedy Boulevard
Jersey City, NJ 07305-1597
njcu.edu

**New Jersey City University Board of Trustees
PUBLIC MEETING AGENDA**

**September 11, 2023
5:30 P.M.**

Agenda

- I. Welcome newly appointed student trustees and ex officio members (swearing-in)
- II. Roll Call
- III. Reorganization
- IV. Approval of Public Meeting Minutes
- V. Chair's Report
- VI. President's Report
 - A. FY24 Financial Update (B. Kirkpatrick)
- VII. Committee Chair Reports
 - A. Executive Committee (Action Items)
 - 1. Resolution Board Secretary Appointment
 - 2. Resolution to Amend FY 2024 Operating and Capital Budgets
 - 3. Resolution to Ratify University Senate Constitution Amendments
 - 4. Personnel | Compensation Topics
 - New Hires, Temporary Appointments, Temporary to Permanent,
 - 5. Resolution Authorizing State Unclaimed Property Collection
 - 6. Resolution Authorizing DEP Grant
- VIII. Old Business
- IX. New Business
- X. Next Regular Public Meeting – Tuesday, February 20, 2024, to convene in executive session.
- XI. Adjournment

SCHEDULE

- 4:00 p.m. Executive Session
- 5:30 p.m. Public Session – New Jersey City University
2039 John F. Kennedy Boulevard, Jersey City
Hepburn Hall, Gothic Lounge Room 202,

**New Jersey City University
Board of Trustees
June 26, 2023**

Public Session Minutes

ATTENDING:

Mr. Luke Visconti, Chair
Mr. Edward Fowlkes (Zoom)
Mr. James Jacobson
Mr. Carlos Lejnieks (Zoom)
Ms. Alejandra Martinez, *student trustee voting*
Mr. Rafael Perez (Zoom)
Dr. Irene Trowell-Harris (Zoom)
Dr. Edward Whittaker (Zoom)
Mr. Andrés Acebo, Interim President *ex officio*
Ms. Rose Mary Reilly, *Secretary to the Board of Trustees*

Absent - Dr. Steven Chang, Ms. Ashley Pottinger, *student trustee non-voting*

Ms. Reilly welcomed the public who joined at the NJCU Main Campus – Gothic Lounge.

The meeting was called to order at 5:34 PM by Ms. Reilly.

NOTICE OF MEETING

Ms. Reilly noted that the time, date, location and agenda for this meeting were mailed to the Jersey Journal, the Star-Ledger, Office of the Secretary of State, Senate Majority Office, Council of New Jersey State College Locals and the New Jersey Association of State Colleges and Universities on June 21, 2023. Notice of this meeting was also posted on the University's email system and website.

APPROVAL OF MINUTES

The April 24, 2023 meeting minutes were amended to reflect that Mr. Rafael Perez was in attendance. Ms. Reilly requested a motion to approve the Minutes from the April 24, 2023 Board Meeting. The motion was moved by Mr. Jacobson and seconded by Mr. Visconti. (Yes-Mr. Visconti, Mr. Jacobson, Mr. Lejnieks, Ms. Martinez, Mr. Perez, Dr. Trowell-Harris, Dr. Whittaker; No-None; Abstention-None; Absent-Dr. Chang). The motion passed.

CHAIR'S REPORT

Mr. Visconti thanked the members of the Board for their dedicated support of the University's mission, and shared his continued commitment as Chair. Mr. Visconti thanked Mr. Andrés Acebo, Interim President, for his dedication and leadership of the University and the students. Mr. Visconti specifically thanked Mr. Jacobson who is resigning as a Board of Trustee effective July 31, 2023, for his support and dedication as a Trustee over the last 9 years and, he stated will be missed.

INTERIM PRESIDENT'S REPORT

UNIVERSITY UPDATE

Interim President Acebo and CFO Kirkpatrick highlighted the significant work that has been accomplished to reduce a structural operating deficit of nearly \$23M down to approximately \$8.1M in under six months. President Acebo highlighted the community and collaborative work that has been the hallmark of the progress. He noted that there is much more work to do but that the course is set and the destination is mission-focused to drive student success as outlined in the University's framework for long-term financial sustainability, mission focus, and student success. He noted that the University has a plan in action.. He thanked the Board of Trustees for their dedication and support to the students and shared his commitment to the Board of Trustees, faculty and staff, union advocates, and student leaders, to continue to work in partnership and come together and serve the community. President Acebo stated that the University continues the work of addressing financial stresses en route to our long-term sustainability while urging the investment in NJCU's future.

He explained that recent meetings community leaders, alumni, and have reinforced their commitment to NJCU and the students the institution serves and champions. He expressed optimism and confidence that special appropriations would be secured, and that university was on the verge of moving from crisis to recovery. Interim President Acebo additionally reported on the growing partnerships with academic institutions and industry business leaders to enhance opportunities for the NJCU students.

FY23 FINANCIAL UPDATE

Mr. Brian Kirkpatrick, Vice President of Administration and Finance, provided an update on the FY24 proposed budget. He explained that NJCU rightsizing of academic and administrative expenses began in January 2023, but the benefits of these reductions have not yet been fully realized but will continue to be realized in FY24 and beyond. Factors affecting FY24 budget developments are a 6% projected decline in enrollment, continued growth in deferred maintenance costs and needs, operating expenses (non-salary) held at or below FY23 levels, tuition and fee increases capped at 3%, and phased implementation of academic rightsizing plan. All unsigned contract agreements have been omitted from the FY24 budget.

FY24 Proposed Budget below

	General Fund	AFT Increase	Grant Match	Debt Service	Capital Funds	Total Budget
Revenues						
State Appropriations	27,906,000	1,499,350				29,405,350
State Paid Fringe Benefits	18,076,652					18,076,652
Tuition & Fees	82,183,421	-				82,183,421
Institutional Scholarships	(13,200,621)					(13,200,621)
Sales & Services	2,533,713					2,533,713
Other Revenues	3,658,503			533,281		4,191,784
Total	\$ 121,157,668	\$ 1,499,350	\$ -	\$ 533,281		\$ 123,190,299
	General Fund	AFT Increase	Grant Match	Debt Service	Capital Funds	Total Budget
Expenses						
Salaries and Wages	71,473,160	1,499,350	860,001			73,832,511
Staff Benefits	18,076,652		748,925			18,825,577
Supplies, Materials & Equipment	19,209,532		2,200		4,000,000	23,211,732
Services	4,121,022		10,500			4,131,522
Scholarships & Fellowships			65,423			65,423
Debt Service	-			7,342,664		7,342,664
Utilities & Maintenance/Software	3,552,500					3,552,500
Other Expenses	157,233		208,841			366,074
Total	\$ 116,590,099	\$ 1,499,350	\$ 1,895,890	\$ 7,342,664	\$ 4,000,000	\$ 131,328,003
Operating Surplus/Deficit	\$ 4,567,570	\$ -	\$ (1,895,890)	\$ (6,809,383)	\$ (4,000,000)	\$ (8,137,703)

FY23 to FY24 Budget Comparison

	FY 2023 Approved Budget	FY 2024 Proposed Budget	Change in Dollars	% Increase/ Decrease
Revenues				
State Appropriations	33,913,000	29,405,350	(4,507,650)	-13.29%
State Paid Fringe Benefits	19,400,000	18,076,652	(1,323,348)	-6.82%
Tuition & Fees	82,830,872	82,183,421	(647,451)	-0.78%
Institutional Scholarships	(14,000,000)	(13,200,621)	799,379	-5.71%
Sales & Services	2,500,000	2,533,713	33,713	1.35%
Other Revenues	4,242,230	4,191,784	(50,446)	-1.19%
Total	\$ 128,886,103	\$ 123,190,299	\$ (5,695,804)	-4.42%
	FY 2023 Approved Budget	FY 2024 Proposed Budget	Change in Dollars	% Increase/ Decrease
Expenses				
Salaries and Wages	79,074,505	73,832,511	(5,241,995)	-6.63%
Staff Benefits	19,968,562	18,825,577	(1,142,985)	-5.72%
Debt Service	7,338,041	7,342,664	4,623	0.06%
Operating Expenses	35,171,995	31,327,251	(3,844,744)	-10.93%
Total	\$ 141,553,103	\$ 131,328,003	\$ (10,225,101)	-7.22%
Operating Surplus/Deficit	\$ (12,667,000)	\$ (8,137,703)	\$ 4,529,297	35.76%

Year End Financial Data

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
REVENUES	Audited	Audited	Audited	Budget	Proposed Budget
Tuitions & Fees	99,034,000	96,878,000	92,545,000	82,831,000	82,183,000
Auxiliary Enterprises	3,591,000	1,703,000	2,927,000	2,500,000	2,534,000
Less Institutional Scholarships	(9,576,000)	(10,717,000)	(14,293,000)	(14,000,000)	(13,201,000)
Federal, State & Private Grants	4,544,000	4,262,000	6,265,000		1,499,000
State Appropriation	21,532,000	26,692,000	30,924,000	33,913,000	27,906,000
State Paid Fringe Benefits	24,258,000	25,777,000	23,916,000	19,400,000	18,077,000
Stimulus Funds	5,523,000	27,187,000	16,747,000	-	-
All Other Revenue	3,661,000	1,140,000	3,722,000	4,242,000	4,192,000
Total Revenue	152,567,001	172,922,000	162,753,000	128,886,000	123,190,000
EXPENSES	Audited	Audited	Audited	Budget	Proposed Budget
Salaries and Wages	92,439,000	83,840,000	88,581,000	79,075,000	73,833,000
Fringe Benefits	23,745,000	26,363,000	22,348,000	19,961,000	18,826,000
Insurance	499,000	424,000	478,000	469,000	470,000
Utilities	2,894,000	2,728,000	3,273,000	4,850,000	4,350,000
Other Non-Personnel Expense	27,979,000	26,717,000	23,623,000	20,970,000	23,744,000
CARES/HEERF Direct Payments	3,894,000	6,582,000	7,183,000	5,751,000	
Bad Debt & Other Student Aid	3,626,000	3,461,000	2,284,000	-	
Interest on Debt	6,421,000	5,972,000	6,246,000	-	
Depreciation	10,554,000	10,559,000	10,529,000	10,477,000	10,105,000
Total Expenses	\$ 172,051,000	\$ 166,646,000	\$ 164,545,000	\$ 141,553,000	\$ 131,328,000
Surplus/Deficit	\$ (19,483,999)	\$ 6,276,000	\$ (1,792,000)	\$ (12,667,000)	\$ (8,138,000)

Capital Maintenance Items

Building	Request	Justification	Estimated Cost
Rossey Hall	HVAC Infrastructure Replacement of Air Cooled Chiller Assembly and Components	30 yr.+ Steam Chiller requires replacement. NJCU is currently renting an air-cooled chiller for 128k annual. Aged HVAC infrastructure is causing unhealthy conditions for our students, faculty, and staff when optimal temps cannot be managed.	\$ 1,250,000
Hepburn Hall	Boiler - Deaerator Tank Assembly	Jurisdictional Violations issued due to 30 yr.+ deaerator tank requires replacement. Certificates of Operation cannot be issued until the violation(s) are resolved	700,000
Hepburn Hall	Refurbish High Pressure Water Tube Boiler#2 and Sub-Assemblies and Controls	Jurisdictional violations are pending due to failure of high pressure steam boilers - NJCU is required to operate a primary and secondary boiler with additional backups.	2,000,000
Hepburn Hall	Steam and Condensate Underground Piping from Boiler Plant to Supplied Buildings	Jurisdictional Violations are pending due to underground steam and condensate piping- NJCU is required to ensure compliance with FM Global concerns for lack of or no heat to building that can potentially cause freeze exposure and property damages.	800,000
Campus-Wide	HVAC Building Management System (BMS) - Upgrades and Repairs - data and mechanical	Aged HVAC infrastructure is causing unhealthy conditions for our students, faculty, and staff when optimal temps cant be managed - upgrades in infrastructure will avoid break-downs	2,000,000
Campus-Wide	Elevator Infrastructure Upgrades - Campus Wide - complete refurbish	Risk of ADA Violations can happen due to aged infrastructure causing several elevators to break-down making repairs difficult due to obsolete parts.	3,000,000
Guarini Library	HVAC Infrastructure Replacement of Air Cooled Chiller Assembly and Components	Aged HVAC infrastructure is causing unhealthy conditions for our students, faculty, and staff when optimal temps cant be managed - upgrades in infrastructure will avoid break-downs	1,250,000
Rossey Hall Library	HVAC Infrastructure Replacement of Air Cooled Chiller Assembly and Components	Aged HVAC infrastructure is causing unhealthy conditions for our students, faculty, and staff when optimal temps cant be managed - upgrades in infrastructure will avoid break-downs	1,000,000
Resident Halls	Vodra Hall, Co-Op Hall, and West Campus Village - Capital Infrastructure Upgrades	HVAC, mechanical, elevators, and furniture require upgrades and replacement due to both age and breakdowns.	10,000,000
		Total	\$ 22,000,000

REQUESTS TO SPEAK

The following individuals requested to speak at the public session of the board and were called forward by Ms. Reilly:

Interim President shared a message from Assemblywoman Angela McKnight who was unable to attend as she was in Trenton working on the State budget and advocating for NJCU. She shared her support of NJCU as the university has been essential to education in Jersey City for almost a century, providing thousands of residents with a quality, affordable public education.

Assemblywoman McKnight noted that NJCU has a long-standing mission to promote higher education and ensure access to education to as broad a population as possible.

Assemblywoman Annette Chaparro addressed the Board. Advocating for NJCU, she shared the importance for the State to support NJCU wholeheartedly, and not just put a band-aid on it. She noted that 60% of the students are from Hudson County, and 60% are from Latino, Black, and Brown families. She stressed we cannot add to their struggles, and stressed that Interim President Acebo is doing everything in his power to fix what was left behind and doing an amazing job.

AFT Local President Barbara Hildner addressed the Board, recognizing Interim President Acebo's efforts in bringing the Faculty, Staff and Unions together to work collectively on the priorities of the University.

Dr. Gloria Boseman addressed the Board and shared her ongoing concern regarding the need to increase minority faculty hires.

EXECUTIVE COMMITTEE

Ms. Reilly put forward the request to approve the action items, which included Faculty and Professional Staff Reappointments, and Managerial and Professional Staff New Hires, as of June 2023. The motion was moved by Mr. Visconti and seconded by Mr. Jacobson (Yes-Mr. Visconti, Mr. Jacobson, Mr. Lejnieks, Ms. Martinez, Mr. Perez, Dr. Trowell-Harris, Dr. Whittaker; No-None; Abstention-None; Absent-Dr. Chang). The motion passed.

1. Personnel | Compensation Topics

Managerial Regular Appointments

Jonelle Knox, Assistant Provost for Student Success and Retention
VP Academic Affairs
Salary: \$ 130,000
Effective: 6/12/2023

Joseph Yeck, Director, Event Services
VP Student Affairs
Salary: \$ 85,000.00
Effective: 7/1/2023

Managerial Temporary Appointments

Patricia Altomonte, Associate Vice President, Finance
VP Administration & Finance
Salary: \$ 155,000
Effective: 6/5/2023

Brian Kirkpatrick, Vice President for Administration and Finance
VP Administration & Finance
Salary: \$250,000
Effective: 5/22/2023

Ira Thor, Associate Vice President Marketing & Communications
Marketing & Communications
Salary: \$141,450.00
Effective: 5/1/2023

Professional Staff Regular Appointments

Lawrence Ladutke, Director, Development
Development
Salary: \$ 127,622.42
Effective: 7/1/2023

Tatiana Reyes, Asst Director Graduate Admissions (Prof Serv Specialist 2)
Admissions
Salary: \$ 69,984.76
Effective: 4/24/2023

Leonard Williams, Associate Director, Male Initiatives (Correction to start date)
Campus Life
Salary: \$96,640.50
Effective: 5/8/2023

Professional Staff Temporary Appointments

Brendan Guzman, Head Men's Coach– Prof Serv Spec 3
Athletics
Salary: \$60,454.95
Effective: 5/22/2023

Ms. Reilly put forward the request to approve the NJCU Resolution Regarding Squier Hall License Agreement. The motion was moved by Mr. Jacobson and seconded by Mr. Visconti (Yes-Mr. Visconti, Mr. Jacobson, Mr. Lejnieks, Ms. Martinez, Mr. Perez, Dr. Trowell-Harris, Dr. Whittaker; No-None; Abstention-None; Absent-Dr. Chang). The motion passed.

NEW JERSEY CITY UNIVERSITY

RESOLUTION REGARDING SQUIER HALL LICENSE AGREEMENT

WHEREAS: In August 2021, New Jersey City University (“University”) opened its Fort Monmouth Campus, located in Oceanport, New Jersey. The Fort Monmouth Campus maintains Squier Hall, a state-of-the-art facility featuring 15 classrooms, a nursing education center, a cybersecurity computer lab, and other spaces; and

WHEREAS: RWJ BARNABAS HEALTH, INC. (“RWJBH”) has expressed its interest in the use of a portion of the Squier Hall facilities. The University and RWJBH seek to enter into a License Agreement for said use, which includes (among other items) an initial 5 year term, a 5 year option to renew, and RWJBH monthly payments to the University; and

WHEREAS: RWJBH further seeks to begin its use of the building in the late Summer/Fall 2023; and now be it therefore

RESOLVED: That the New Jersey City University Board of Trustees, on June 26, 2023, does hereby approve and authorize that the University President negotiate and execute a license agreement with RWJBH, and any and all other agreements/documents in furtherance of the License Agreement and to effectuate its purpose.



Secretary to the Board of Trustees

June 26, 2023

Ms. Reilly put forward the request to approve the NJCU Resolution Authorizing the University to Negotiate and Seek Approval to Monetize Existing Ground Lease Interest. The motion was moved by Mr. Jacobson and seconded by Mr. Visconti (Yes-Mr. Visconti, Mr. Jacobson, Mr. Lejnieks, Ms. Martinez, Mr. Perez, Dr. Trowell-Harris, Dr. Whittaker; No-None; Abstention-None; Absent-Dr. Chang). The motion passed.

NEW JERSEY CITY UNIVERSITY

RESOLUTION AUTHORIZING THE UNIVERSITY TO SEEK APPROVAL FROM THE NEW JERSEY STATE HOUSE COMMISSION TO DIVEST ITSELF FROM CERTAIN GROUND LEASES

WHEREAS: Pursuant to N.J.S.A. 52:20-1 et seq., the New Jersey State House Commission (“Commission”) controls the sale and leasing of state owned properties; and

WHEREAS: New Jersey City University (“University”) is currently the landlord pursuant to the terms of two (2) ground leases: one is for property located at 23 University Place (Block 2) in Jersey City and the other is for property located at 26 University Place (Block 3) in Jersey City (the properties are aka Rivet 1 and Rivet 2); and

WHEREAS: In light of recent fiscal issues, the University now seeks to monetize the 2 ground leases by divesting itself of these 2 ground leases and selling the properties; and

WHEREAS: The University also seeks to gain approval for these transactions from the Commission; and now therefore be it

RESOLVED: That the Board of Trustees of the University approve and authorize the President and other necessary University personnel to take all necessary steps to request and obtain approval from the Commission.



Secretary to the Board of Trustees

June 26, 2023

Ms. Reilly put forward the request to approve the NJCU Resolution Authorizing an Amended Lease Agreement with University Academy Charter School. The motion was moved by Mr. Visconti and seconded by Mr. Jacobson; (Yes-Mr. Visconti, Mr. Jacobson, Mr. Lejnieks, Ms. Martinez, Mr. Perez, Dr. Trowell-Harris, Dr. Whittaker; No-None; Abstention-None; Absent-Dr. Chang). The motion passed.

NEW JERSEY CITY UNIVERSITY

RESOLUTION AUTHORIZING AN AMENDED LEASE AGREEMENT WITH UNIVERSITY ACADEMY CHARTER SCHOOL

WHEREAS: The New Jersey City University (“University”) entered into a Lease Agreement for property located at 275 West Side Avenue, in Jersey City, New Jersey with University Academy Charter School (“Charter School”) in May 2002; and

WHEREAS: The University also entered into an Affiliation Agreement with the Charter School on December 8, 2014; and

WHEREAS: It does not appear that the 2003 Lease Agreement has been amended; and

WHEREAS: The University now seeks to negotiate and amend the Lease Agreement with the Charter School; and now therefore be it

RESOLVED: That the Board of Trustees of the University approve and authorize the University President to negotiate and execute an Amended Lease Agreement with University Academy Charter School, and any and all other agreements/documents in furtherance of the Amended Lease Agreement and to effectuate its purpose.



Secretary to the Board of Trustees

June 26, 2023

FINANCE AND AUDIT COMMITTEE

Ms. Reilly put forward the request to approve the NJCU Resolution Establishing Tuition and Fee Rates for the 2023/2024 Academic Year. The motion was moved by Mr. Jacobson and seconded by Mr. Visconti (Yes-Mr. Visconti, Mr. Jacobson, Mr. Lejnieks, Ms. Martinez, Mr. Perez, Dr. Trowell-Harris, Dr. Whittaker; No-None; Abstention-None; Absent-Dr. Chang). The motion passed.

**NEW JERSEY CITY UNIVERSITY
RESOLUTION ESTABLISHING TUITION AND FEE RATES FOR THE
2023/2024 ACADEMIC YEAR**

WHEREAS: The State Colleges and Universities have been authorized to establish tuition and fee rates and set rates for room and board; and

WHEREAS: The tuition and fee increases are contingent on the final approved State budget; and

WHEREAS: The Finance and Audit Committee has reviewed the tuition and fee rate increases and fiscal year 2024 budget and recommended adoption; and

WHEREAS: The Board adopts a tuition and fee increase of three (3) percent and a room and board increase of up to three (3) percent for the 2023/2024 academic year; and

WHEREAS: The Board also adopts the proposed new program fees appended hereto for the 2023/2024 academic year; and be it therefore

RESOLVED: That the New Jersey City University Board of Trustees on June 26, 2023 hereby approves the tuition and fee rate structure, as attached to this resolution, for the 2023/2024 academic year.



Secretary to the Board of Trustees
June 26, 2023





New Jersey City University
Board of Trustees
2039 Kennedy Boulevard Jersey
City, NJ 07305-1597 njcu.edu

NOTICE OF PUBLIC HEARING
FY2024 Tuition and Fees Schedule
Monday, April 24, 2023 @ 3:00 p.m.
Gilligan Student Union Building Multi-Purpose Room C

Recommendation:

That for the FY2024, the Board of Trustees adopts one of the following tuition and fees schedules and authorize the Administration to implement and administer a budget based upon the approved schedule, State appropriations and such other sources of funding which the University may receive. The tuition and fees schedules recommendation for consideration by the Board of Trustees anticipate scenarios of no increase or from a 1% to 3% increase in tuition. Proposed new program and course fees will also be presented. The schedules are attached.

Individuals that wish to present testimony on the proposed tuition and fee increases for FY2024 will have an opportunity during the meeting. In accordance with established University policy, individuals must a request to speak form accessible at <https://www.njcu.edu/about/administration-governance/board-trustees/speakerrequest-form>. A copy of the terms for addressing New Jersey City University's Board of Trustees may be obtained at the following link: <https://www.njcu.edu/about/administration-governance/board-trustees/termsaddressing-new-jersey-city-universitys-board-trustees>. Please specify FY2024 Tuition and Fee Hearing as the subject.

The hearing is held in compliance with the requirements of the New Jersey Higher Education Restructuring Act of 1994. The Board of Trustees will act on the FY2024 tuition and fees proposals at its meeting on June 26, 2023.

Joseph Scott, Chair Board of Trustees

New Jersey City University
FY2024 Tuition and Fee Hearing
 Rate Increase Scenarios for Fiscal Year 2024
 Prepared by: Office of Budget & Planning

TUITION CATEGORY	FY23 Actual		FY24 Potential 1.0% Increase		FY24 Potential 2.0% Increase		FY24 Potential 3.0% Increase	
	In-state	Out-of-state	In-state	Out-of-state	In-state	Out-of-state	In-state	Out-of-state
Undergraduate Tuition								
Tuition Per Credit	\$ 446.15	\$ 799.50	\$ 450.61	\$ 807.50	\$ 455.07	\$ 815.49	\$ 459.53	\$ 823.49
Tuition Per Semester	\$ 6,691.80	\$ 11,991.45	\$ 6,758.72	\$ 12,111.36	\$ 6,825.64	\$ 12,231.28	\$ 6,892.55	\$ 12,351.19
Accelerated Nursing								
Tuition Per Semester	\$11,733.45	\$16,187.35	\$11,850.78	\$16,349.22	\$11,968.12	\$16,511.10	\$12,085.45	\$16,672.97
Nursing Fee Per Semester	1,343.75	1,343.75	1,357.19	1,357.19	1,370.63	1,370.63	1,384.06	1,384.06
Graduate On-site								
Tuition Per Credit	\$ 797.70	\$ 1,271.80	\$ 805.68	\$ 1,284.52	\$ 813.65	\$ 1,297.24	\$ 821.63	\$ 1,309.95
Graduate Online								
Tuition Per Credit	\$ 797.70	\$ 797.70	\$ 805.68	\$ 805.68	\$ 813.65	\$ 813.65	\$ 821.63	\$ 821.63
DSc. Security Studies								
Tuition Per Credit	\$ 1,149.85	\$ 1,149.85	\$ 1,161.35	\$ 1,161.35	\$ 1,172.85	\$ 1,172.85	\$ 1,184.35	\$ 1,184.35
Tuition Per Semester	6,898.85	6,898.85	6,967.84	6,967.84	7,036.83	7,036.83	7,105.82	7,105.82
Program Fee Per Credit	114.25	114.25	115.39	115.39	116.54	116.54	117.68	117.68
Program Fee Per Semester	685.45	685.45	692.30	692.30	699.16	699.16	706.01	706.01
Ed.D. Educational Technology Leadership								
Tuition Per Credit	\$ 1,149.85	\$ 1,149.85	\$ 1,161.35	\$ 1,161.35	\$ 1,172.85	\$ 1,172.85	\$ 1,184.35	\$ 1,184.35
Tuition Per Semester	6,898.85	6,898.85	6,967.84	6,967.84	7,036.83	7,036.83	7,105.82	7,105.82
Program Fee Per Credit	114.25	114.25	115.39	115.39	116.54	116.54	117.68	117.68
Program Fee Per Semester	685.45	685.45	692.30	692.30	699.16	699.16	706.01	706.01
Ed.D. Community College Leadership								
Tuition Per Credit	\$ 1,012.95	\$ 1,012.95	\$ 1,023.08	\$ 1,023.08	\$ 1,033.21	\$ 1,033.21	\$ 1,043.34	\$ 1,043.34
Program Fee Per Credit	\$ 49.00	\$ 49.00	\$ 49.49	\$ 49.49	\$ 49.98	\$ 49.98	\$ 50.47	\$ 50.47
Mandatory Fees								
Student Activity Fee Per Credit	3.00	3.00	3.03	3.03	3.06	3.06	3.09	3.09
Student Activity Fee Per Semester	90.15	90.15	91.05	91.05	91.95	91.95	92.85	92.85
Housing								
West Campus Village - Double	\$ 5,492.60	\$ 5,492.60	\$ 5,547.53	\$ 5,547.53	\$ 5,602.45	\$ 5,602.45	\$ 5,657.38	\$ 5,657.38
West Campus Village - Single	6,089.50	6,089.50	6,150.40	6,150.40	6,211.29	6,211.29	6,272.19	6,272.19
Vodra & CO-OP - Double	4,666.35	4,666.35	4,713.01	4,713.01	4,759.68	4,759.68	4,806.34	4,806.34
Vodra - Single	5,492.60	5,492.60	5,547.53	5,547.53	5,602.45	5,602.45	5,657.38	5,657.38
Meal Plans								
G1	\$ 2,407.40	\$ 2,407.40	\$ 2,431.47	\$ 2,431.47	\$ 2,455.55	\$ 2,455.55	\$ 2,479.62	\$ 2,479.62
G5	2,407.40	2,407.40	2,431.47	2,431.47	2,455.55	2,455.55	2,479.62	2,479.62

Film Stock and Development Fee

Start Date: Fall 2023

Initiator: Professor Marcin Ramocki. Chair, Department of Media Arts

Rationale:

Historically, the Media Arts Department budget covered student consumables in film production courses. This includes the procurement and development of 16mm film stock. Given the decline in departmental budgets over the past few years, the Media Arts Department can no longer guarantee coverage of these items. In Fall 2022, this delayed the purchase of film stock, which negatively impacted the student experience. Going forward, film production courses will include a film stock and development fee.

There are three courses in the catalog, for which this new fee will apply:

1. MEDI 312 Film Production 1 (3 Credits)

This course introduces 16mm film production to students. Students learn the theoretical and practical applications of reflex viewing and focusing, editing, and montage through a progression of lecture/discussions and exercises of increasing complexity.

Pre-Requisite(s): MEDI 110 and MEDI 210

Fee: \$75.00 per student

2. MEDI 333 Film Production 11 (3 Credits)

This course is an advanced production course in which students create a sound sync movie. Students have the opportunity to explore the potential of sound on film and to discover the possibilities of manipulating time and space through the editing process. A major emphasis will be placed on the technical and aesthetic problems involved in lighting design, pre-production planning and post-production editing. Professional, standard 16mm equipment is used in all phases of production.

Pre-Requisite(s): MEDI 110 Foundations of Media Design, MEDI 210 Audio Production, and MEDI 312 Film Production 1

Fee: 75.00 per student

3. **MEDI 417 Advanced Cinematography: Film Practicum (3 Credits)**

This is an advanced seminar designed to expand the filmmakers' skill in budgeting, production management, lighting, cinematography, filters, gels and various film stocks. Technical aspects from choice of lens to roles and responsibilities of the camera crew are examined.

Pre-Requisite(s): MEDI 110 MEDI 210 and MEDI 312.

Fee: \$40.00 per student

The basis for the proposed course fees is as follows: In MEDI 312 and MEDI 333, a students' average consumption of film is a little over one roll (which costs \$65 per roll). In MEDI 417, students work on a film collaboratively, with film stock and development costs of about \$560.00. The fees should go into effect beginning with the Fall 2023 term.

Chemistry Department

The Chemistry Department would like to raise the fees of CHEM 1105, General Chemistry I Recitation/Laboratory (2 credits), CHEM 1106 Chemistry II Recitation/Laboratory (2 credits), and CHEM 2207 Organic Chemistry I Laboratory (1 credit) to \$50.00 to match the fees for other Chemistry courses. These courses were inadvertently left off last year's list.

This change would go into effect in Fall 2023.

Music, Dance, and Theatre

MDT is not requesting an increase in fees. Instead of calling the Applied Music fee a "piano accompaniment fee," the department would like to change the name to "Applied Music Fee." The fee will remain at \$260. The name change would go into effect in Fall 2023.

The name change applies to the following courses:

MDT 122 Applied Music I MDT

123 Applied Music I I

MDT 222 Applied Music III

MDT 223 Applied Music IV

MDT 322 Applied Music V

MDT 323 Applied Music VI

MDT 324 Applied Music ^../I

MDT 422 Applied Music Vil

MDT 423 Applied Music Vil

MDT 424 Applied Music Vill

MDT 425 Applied Music Vill

MDT 621 Graduate Applied Music Major I

MDT 622 Graduate Applied Music Major I I

MDT 623 Graduate Applied Music Major III

MDT 629 Graduate Applied Music Major IV

Ms. Reilly put forward the request to approve the NJCU Resolution of Bid Advertising Annual Waivers for Fiscal Year 2024. The motion was moved by Mr. Visconti and seconded by Mr. Jacobson (Yes-Mr. Visconti, Mr. Jacobson, Mr. Lejnieks, Ms. Martinez, Mr. Perez, Dr. Trowell-Harris, Dr. Whittaker; No-None; Abstention- None; Absent-Dr. Chang). The motion passed.



Office of the Vice President of Administration and Finance

TO: Members of the Finance and Audit Committee

FROM: Brian Kirkpatrick, Vice President of Administration and Finance

DATE: June 12, 2023

RE: Fiscal Year 2024 Waivers of Advertising

The New Jersey State College Contracts Law requires that the University advertise for bids on all contracts for goods and services which exceed \$100,000. Exceptions may be authorized by the Board of Trustees under certain circumstances such as establishing contracts with vendors that are sole source providers and it is not practicable for the University to bid, or for the existence of proprietary products. In the last several years, in order to make the waiver process more efficient, the University requested pre-approval of the bid advertising waivers anticipated for the fiscal year.

The University is requesting approval of the waivers that are required for fiscal year 2024. Attached is a list of anticipated waivers and associated amounts from fiscal year 2023, the total amount of purchase orders issued and the related amounts expended, as well as a brief justification and the estimated expenditure for fiscal year 2024. While this list includes all anticipated waivers at this time, it is possible that additional waiver requests may be submitted during the course of the fiscal year if needed.

The University continues to proactively evaluate existing purchasing contracts to seek additional opportunities for bidding where feasible. It is the University's intent to continue to test the choice of vendors that we engage contractually by seeking alternate bids whenever possible.

NEW JERSEY CITY UNIVERSITY

RESOLUTION OF BID ADVERTISING ANNUAL WAIVERS FOR FISCAL YEAR 2024

WHEREAS: Pursuant to the New Jersey State Contracts Law (NJSA 18A: 64-52 et seq.) the University must advertise for bids on all contracts for goods and services which exceed \$100,000 except under circumstances specified in the statute where bids may be waived; and

WHEREAS: As permitted by the statute, the University seeks authorization of the Board of Trustees to contract without bidding with vendors that the University expects to do business within Fiscal Year 2024 because there are no alternatives and/or the State allows for waivers; and

WHEREAS: Whenever and wherever possible, the University intends to test the appropriateness of dealing with any given contract vendor by seeking alternate bids for the goods and services with other vendors, if available; and

WHEREAS: The University is requesting a bid advertising waiver for the attached list of such vendors and estimated expenditure amounts for Fiscal Year 2024 which will help ensure the continued efficient operation of the University; and be it therefore

RESOLVED: That the Board of Trustees of New Jersey City University on this 26th day of June 2023 does hereby approve the attached list of bid advertising waivers for Fiscal Year 2024.



Secretary to the Board of Trustees

June 26, 2023

Ms. Reilly put forward the request to approve the NJCU Resolution Regarding the Fiscal Year 2024 Budget. The motion was moved by Mr. Jacobson and seconded by Mr. Visconti (Yes-Mr. Visconti, Mr. Jacobson, Mr. Lejnieks, Ms. Martinez, Mr. Perez, Dr. Trowell-Harris, Dr. Whittaker; No-None; Abstention-None; Absent-Dr. Chang). The motion passed.

NEW JERSEY CITY UNIVERSITY

RESOLUTION REGARDING THE FISCAL YEAR 2024 BUDGET

WHEREAS: State Colleges and Universities have been authorized to establish revenue, expense, and capital budget projections for the FY24; and

WHEREAS: The New Jersey City University Board of Trustees on June 26, 2023, approved the tuition rates, room and board rates, and rates for other fees for the 2023/2024 academic year; and

WHEREAS: The University prepared its operating and capital budgets for FY24 based on projected State appropriation and tuition and fee increases, which projects total operating revenues and expenses and capital expenditures as outlined in the attached FY24 budget proposal; and

WHEREAS: The Board of Trustees has reviewed the FY24 budget projections at its June 26, 2023 meeting and recommends adoption; and

WHEREAS: The University will provide regular financial updates throughout the fiscal year to the Board of Trustees and recommend any necessary adjustments in furtherance of cost containment strategies; now be it therefore

RESOLVED: That the New Jersey City University Board of Trustees on June 26, 2023 does hereby approve the FY24 Operating and Capital Budgets.



Secretary to the Board of Trustees

June 26, 2023

MISSION COMMITTEE

Ms. Reilly put forward the request to approve the NJCU Resolution Regarding the Departmental Mergers. The motion was moved by Mr. Visconti and seconded by Mr. Jacobson Jacobson (Yes- Mr. Visconti, Mr. Jacobson, Mr. Lejnieks, Ms. Martinez, Mr. Perez, Dr. Trowell-Harris, Dr. Whittaker; No-None; Abstention-None; Absent- Dr. Chang). The motion passed.

NEW JERSEY CITY UNIVERSITY

RESOLUTION

Merging the Department of Health Science and the Department of Fitness, Exercise, and Sport Science and the Merger of the Department of Philosophy and Religion and the Department of History

WHEREAS: The Board of Trustees of New Jersey City University has general supervision over New Jersey City University (“University”) and has authority in matters involving the programs and degree levels to be offered by the University consistent with the University’s programmatic mission and institutional plan, N.J.S.A. 18A:64-1 and -6; and

WHEREAS: Consistent with the mission of the University to provide a diverse population with an excellent university education and the institutional strategic plan which provides for the development of academic programs of the highest quality; and

WHEREAS: Each academic department is responsible for designing, creating, and scheduling courses, recommendation of staffing, monitoring the quality of instruction, recruiting students, encouraging professional development activities, evaluating faculty, and revising course offerings as needed; and

WHEREAS: The University recommends the merger of the Department of Health Science and the Department of Fitness, Exercise, and Sport Science to become the Department of Population Health and Exercise Science; and

WHEREAS: The University recommends the merger of the Department of Philosophy and Religion and the Department of History, to become the Department of History, Philosophy and Religion; and

WHEREAS: The University Senate has considered and, on November 16, 2022, approved the merger of the Department of Health Science and the Department of Fitness, Exercise, and Sport Science to become the Department of Population Health and Exercise Science; and

WHEREAS: The University Senate has considered and, on November 16, 2022, approved the merger of the Department of Philosophy and Religion and the Department of History, to become the Department of History, Philosophy and Religion; and be it therefore

RESOLVED: That the Board of Trustees of New Jersey City University on June 26, 2023, hereby approves the merger of the Department of Health Science and the Department of Fitness, Exercise, and Sport Science and the merger of the Department of Philosophy and Religion and the Department of History, to become the Department of History, Philosophy and Religion.



Secretary to the Board of Trustees
June 26, 2023

Ms. Reilly put forward the request to approve the NJCU Resolution Granting Professor Emeritus Status to Dr. Carrie Robinson. The motion was moved by Mr. Visconti and seconded by Mr. Jacobson Jacobson (Yes-Mr. Visconti, Mr. Jacobson, Mr. Lejnieks, Ms. Martinez, Mr. Perez, Dr. Trowell-Harris, Dr. Whittaker; No-None; Abstention-None; Absent-Dr. Chang). The motion passed.



**NEW JERSEY CITY UNIVERSITY
RESOLUTION GRANTING PROFESSOR EMERITUS STATUS**

WHEREAS: Pursuant to New Jersey City University (“University” or “NJCU”) personnel policies, board bylaws, and prevailing statutory authority, the Board of Trustees upon recommendation of the Faculty and Professional Staff Affairs Committee of the University Senate, the Senior Vice President and Provost, and President of the University may provide emeritus/emerita status to a retired professor should it desire to recognize meritorious performance; and

WHEREAS: The University Mission Committee of the Board of Trustees has endorsed the recommendation of Professor Carrie Robinson, for her exceptional scholarship and service to NJCU and the profession of Education.

RESOLVED: That the Board of Trustees of New Jersey City University on this 26th day of June 2023 hereby designates Dr. Carrie Robinson as Professor Emerita of New Jersey City University with all the rights, duties, and privileges thereunto appertaining.

A handwritten signature in black ink, appearing to read "DM Reilly", is written above a horizontal line.

Secretary to the Board of Trustees
June 26, 2023

Ms. Reilly put forward the request to approve the NJCU Resolution Granting the Distinguished Faculty Award to Dr. Sabine Roehr. The motion was moved by Mr. Jacobson and seconded by Mr. Visconti Jacobson (Yes-Mr. Visconti, Mr. Jacobson, Mr. Lejnieks, Ms. Martinez, Mr. Perez, Dr. Trowell-Harris, Dr. Whittaker; No-None; Abstention-None; Absent-Dr. Chang). The motion passed.

**NEW JERSEY CITY UNIVERSITY
RESOLUTION GRANTING DISTINGUISHED FACULTY AWARD**

WHEREAS: Pursuant to New Jersey City University (“University” or “NJCU”) personnel policies, board bylaws, and prevailing statutory authority, the Board of Trustees upon recommendation of the Faculty and Professional Staff Affairs Committee of the University Senate, Senior Vice President and Provost, and President of the University; may provide faculty members a Distinguished Service Award to a retired professor, who has demonstrated commitment to the University, its mission and its students, should it desire to recognize meritorious performance; and

WHEREAS: The University Mission Committee of the Board of Trustees has endorsed the recommendation of Professor Sabine Roehr for her outstanding research, teaching, and service as a faculty member at NJCU.

RESOLVED: That the Board of Trustees of New Jersey City University on this 26th day of June 2023 hereby designates Dr. Sabine Roehr as Distinguished Faculty of New Jersey City University with all the rights, duties, and privileges thereunto appertaining.



Secretary to the Board of Trustees
June 26, 2023

NOMINATION AND GOVERNANCE COMMITTEE

Ms. Reilly put forward the request to approve the NJCU Resolution to Adopt Amended Board of Trustees Bylaws. The motion was moved by Mr. Lejnieks and seconded by Mr. Jacobson Jacobson (Yes-Mr. Visconti, Mr. Jacobson, Mr. Lejnieks, Ms. Martinez, Mr. Perez, Dr. Trowell-Harris, Dr. Whittaker; No-None; Abstention- None; Absent-Dr. Chang). The motion passed.

NEW JERSEY CITY UNIVERSITY

RESOLUTION TO ADOPT AMENDED BYLAWS

WHEREAS: The New Jersey City University (“NJCU”) Board of Trustees (“Board of Trustees”) is authorized under law to exercise such powers, rights and privileges that are incident to the proper government of the University; and

WHEREAS: The Bord of Trustees has previously exercised its powers where necessary or appropriate to adopt and amend its By-Laws from time to time; and

WHEREAS: Amendment of the By-Laws is necessary and appropriate to conform to sound practices; and now be it

RESOLVED: That the Board of Trustees, on June 26, 2023, does hereby amend and adopt its By-Laws as appended to this resolution.



Secretary to the Board of Trustees
June 26, 2023

**BY-LAWS of the BOARD OF TRUSTEES
of
NEW JERSEY CITY UNIVERSITY**

Article I

Name and Seal

The official name of this body shall be “The Board of Trustees of New Jersey City University”, hereinafter called the “Board”.

The Board shall adopt a seal whose custody shall be in the Secretary of the Board.

Article II

Offices

The principal office of the Board shall be located on the campus of New Jersey City University, Jersey City, New Jersey, hereinafter called the “University”. Such other offices as needed for the conduct of its business may from time to time be designated by the Board.

Article III

Duties and Powers

The Board is established pursuant to N.J.S.A. 18A:3B-6 and 18A:64-6 and 7 of the New Jersey Statutes, the State College Autonomy Laws (P.L.1986, c.42, 43), the Higher Education Restructuring Act (P.L. 1994, c.48), Statewide Governance Reforms 2010 (P.L. 2009, c.308), the “State College Statute” and all other laws pertaining thereunto or which may be enacted relative to this Article. It shall generally have control and management of all affairs of the University and shall exercise all such powers and such lawful acts and things necessary or expedient in the control and management of the affairs of the University as are not by statute or by these By- Laws, otherwise to be exercised. The Board may adopt such rules and regulations for the conduct of its meetings and management of the University as it may deem proper, not inconsistent with said laws.

Article IV

Membership

Section 1. Public Members: In accord with the State College Statute, the Board shall be comprised of a minimum of seven and a maximum of 15 voting members who shall be appointed by the Governor with the advice and consent of the Senate. Terms of office for appointed members shall be for six years. Vacancies are filled in the same manner as original appointments for the remainder of unexpired terms. Each member shall serve until the member’s successor shall have been

appointed. An appointed member of the Board may resign as a member of the Board by providing the written resignation to the Governor and the Chair of the Board. The Chair of the Board shall notify the other members of the Board and the President of the resignation.

Section 2. President: The President of the University serves on the Board *ex officio*, without vote.

Section 3. Student Representative Members: Two full-time, regularly matriculated students in good academic standing, who are 18 years of age or older, and citizens of the United States, shall be elected to the Board by the Student Government Organization and serve subject to the conditions outlined in NJSA 18A:64-3.1.

Section 4. Trustee *Emeritus*: Upon leaving Board membership, a trustee who has provided distinguished service to the University shall be eligible for nomination to the honorary status of Trustee *Emeritus*. Election to the honorary Trustee *Emeritus* status shall be by majority vote of the Board upon nomination by the Executive Committee. A Trustee *Emeritus* shall serve in the honorary status for a term of three years and may be re-elected without limit. The status is non-voting with regard to the Board's official actions. However, a Trustee *Emeritus* may be invited to public Board meetings and functions, be eligible for appointment by the Chair to serve on Board advisory special committees, and be called upon to serve the Board and President in an advisory capacity on matters where the individual's interest, experience and expertise will best serve the University. The number of Trustees *Emeritus* is at the Board's discretion and the honor will be reserved solely for individuals who have served a full six year term and who have attained a significant record of distinguished service.

Section 5. Non-Voting Faculty Representative Member: The University Senate President shall appoint one (1) full-time tenure track faculty member to serve consistently as a Non-Voting Faculty Member to the Board. The Faculty Representative shall serve the general interest of the University and is invited to participate with the Trustees in deliberations at the public meetings of the Board to provide a broad educational perspective to the business before the Board.

The Faculty Representative does not represent any particular organization, department, or college of the University, but presents his/her individual views as a professional and an educator. In making an appointment of Faculty Representative, the University Senate President shall seek an individual who has demonstrated great commitment to the advancement of the University, professional distinction in his/her field of study, and a broad and balanced view of educational issues important to the University.

The University Senate President may appoint him/herself as the Faculty Representative.

Once appointed, the Faculty Representative serves a one-year term that runs concurrently with the term of the University Senate President and shall be a non-voting member.

Section 6. Non-Voting Alumni Representative Member: The President of the Alumni Association shall serve as the one (1) Non-Voting Alumni Member to the Board. As the Alumni Representative, the President of the Alumni Association is invited to participate with the Trustees in deliberations at the public meetings of the Board. The Alumni Representative shall be a non-voting member.

Section 7. President, NJCU Foundation: The President of the NJCU Foundation shall serve on the Board *ex officio*, without vote.

Section 8. Board Member Attendance: Trustees are expected to attend all meetings of the Board. No Trustee may be absent from two (2) or more public Board meetings per year (July 1 – June 30) without written approval of the Board Chair. Two unexcused or unapproved absences in violation of this provision will constitute sufficient cause to seek removal of the Trustee by the Governor in accordance with the provision of N.J.S.A 18A:64-3. Removal shall be requested/sought by the Board Chair, in writing to the Governor, with notification of the unexcused absences.

Article V

Meetings

Section 1. Regular, Executive and Special Meetings: Meetings of the Board shall be held at the principal office of the Board or any other place which the Chair or a majority of the Board may from time to time designate. There shall be a regular meeting of the Board in September and at such other times as the Board may designate each year. All meetings shall be conducted in accordance with the “Open Public Meetings Act”.

There shall be executive meetings of the Board preceding the regular meetings provided that notice has been given subject to the provisions of the “Open Public Meetings Act”. Other public or executive meetings shall be held whenever called by the Chair. The Chair shall call a special public meeting of the Board whenever requested in writing by any five Trustees to do so. Forty- eight hours’ notice shall be given to each Trustee by the Secretary of the Board for each meeting of the Board whether regular, special, or executive. Such notice may be given by mail, telegram, telephone, by other telephonic or electronic means or in person. An executive meeting may be held on the same day as a public meeting and vice-verse: provided, however, that the notice requirements of these By-Laws and the provisions of the “Open Public Meetings Act” shall have been met.

Section 2. Quorum: When the full voting membership of the Board is an even number, quorum for the transaction of Board business shall be one half of the voting members of the Board plus two. When the full voting membership of the Board is an uneven number quorum for the transaction of Board business shall be a majority of the voting members of the Board plus one. The Trustees participating in any meeting, if less than a quorum, may adjourn any meeting from time to time until such quorum shall be constituted.

All questions coming before the Board shall be determined and decided by a majority vote of those participating in the meeting and eligible to vote, except as may otherwise be expressly provided in the State College Statutes; or except that in the fixing of salaries and the employment or termination of employment, transfer or dismissal of any personnel of the University, a majority vote of the whole number of the Board shall be required.

Each Trustee shall be entitled to one vote at all meetings of the Board except the voting student

Trustee whose right to vote is limited by law and the second student Trustee who has been appointed as a non-voting Trustee.

Section 3. Notification: At least forty-eight hours' notice of special and regular public meetings shall be posted on official bulletin boards, filed with the New Jersey Secretary of State, and given to the news media. Such notice is to be in writing and set forth the time, date, and place and purpose of the meeting. **The Jersey Journal** published in the City of Jersey City and **The Star Ledger** published in the City of Newark are designated as the newspapers to receive such notices.

Upon the affirmative vote of three quarters of the members present, the Board may hold a meeting notwithstanding the failure to provide adequate notice if: such meeting is required in order to deal with matters of such urgency and importance that a delay for the purpose of providing adequate notice would be likely to result in substantial harm to the public interest; and the meeting is limited to discussion of and acting with respect to such matters of urgency and importance; and notice of such meeting is provided as soon as possible following the calling of such meeting by posting of the same in the public place described above, and also by notifying the two newspapers designated above by telephone, telegram, or by delivering a written notice of same to such newspapers, either the Board could not reasonably have foreseen the need for such meeting at a time when adequate notice could have been provided; or although the Board could reasonably have foreseen the need for such meeting at a time when adequate notice could have been provided; it nevertheless failed to do so.

No official action and no binding action shall be taken by the Board at any meeting other than a public meeting of which notice has been given as required in these By-Laws.

Section 4. Voidable Acts: Any action taken by the Board at a meeting which does not conform with the provisions of these By-Laws and other applicable law shall be voidable in a proceeding in lieu of prerogative writ in the Superior Court, which proceeding may be brought by any person within 45 days after the action sought to be voided has been made public; provided, however, that the Board may take corrective or remedial action by acting *de novo* at a public meeting held in conformity with the "Open Public Meetings Act" and other applicable laws regarding any action which may otherwise be voidable pursuant to this section; and provided further that any action for which advanced published notice of at least 48 hours is provided as required by law shall not be voidable solely for failure to conform with any notice required.

Section 5. Agenda and Procedures: An agenda for each regular, special, or executive meeting of the Board shall be prepared by the Chair of the Board upon the advice and after consultation with the President of the University, and a copy thereof shall be furnished to each member of the Board by ordinary mail at least forty-eight hours prior to the meeting for which it is prepared. Items not on the agenda may be added thereto by a majority vote of the Board.

Unless otherwise directed by a majority vote of the Board, the following order of business shall be followed at each meeting of the Board:

1. Roll Call
2. Consideration of the minutes of the last regular or special meeting of the Board and the approval or amendment thereof
3. Communications

4. Report of Officers of the Board
5. Report of the University President
6. Report of Standing Committees
7. New Business
8. Statements and questions from the public
9. Adjournment

Unless otherwise directed by a majority vote of the Board, all public and executive meetings of the Board shall be conducted in accordance with the parliamentary procedures prescribed in the latest edition of the manual known as **Roberts Rules of Order**.

Section 6. Rules and Regulations: The Board shall from time to time, after consultation with the President of the University and also, as appropriate, with representatives of the faculty and the students, make and promulgate such rules and regulations, not inconsistent with statutory provisions, as may be necessary and proper for the administration and operation of the University, and to implement laws, rules and regulations.

Section 7. Registration to Speak at Public Comment Period at Public Meetings. Members of the public who wish to speak during the public comment period of NJCU's public Board meeting should register to speak no less than one (1) business day prior to the meeting date. To accommodate as many speakers as possible, comments will be limited to **three** minutes per person.

Article VI

Officers

Section 1. Officers: The Board shall organize annually during the month of September each year and elect officers as may be necessary. There shall be a Chair and a Vice- Chair. Upon election by a majority of the voting members of the Board participating in the public meeting, the Chair and the Vice-Chair shall begin two-year terms in office and shall serve until their successors are elected or until they are removed with or without cause by vote of a majority of the full Board. Removal from office with or without cause shall be by resolution of the Board approved by a two-thirds majority vote of the full voting membership of the Board.

An officer shall be ineligible to serve more than two consecutive two-year terms in a given office. Should there be a vacancy in the Office of Chair of the Board during a two-year term, the Vice-Chair, provided the Vice-Chair consents, shall become the Chair of Board for the unexpired term. Subject to the foregoing, a vacancy in an office during a two-year term, shall be filled in the same manner as the original election for the unexpired term only. The Board may elect such other officers and fix their terms as it may from time to time require. Notwithstanding the provisions of this Section, the Board may, upon recommendation of the Personnel, Compensation, Nominations and Governance Committee of the Board, waive the period of ineligibility to serve in an office provided the waiver is approved by resolution of the Board by at least a two-thirds majority vote of the full voting membership of the Board.

Section 2. Chair: The Chair shall, when present, preside at all meetings of the Board. The Chair shall be the Chief Executive of the Board and shall perform all duties commonly incident to his/her

office and shall have general supervision of the affairs of the Board, subject to the approval of the Board. The President of the University shall be the Chief Executive Officer of the University and shall attend all meetings of the Board but the Chairperson of the Board shall continue as the Chief Executive Officer of the Board. The Chair, Vice Chair, or Secretary shall sign all reports, documents and/or instruments of any nature required to be filed or executed by law by or on behalf of the Board. The Board may delegate and vest in the President authorization to sign documents on behalf of the Board pursuant to the policies of the Board and State law. The Chair shall also report to the Board from time to time all matters coming to his notice, relating to the interests of the University and the Board, that should be brought to the attention of the Board.

Section 3. Vice Chair: The Vice Chair shall have and exercise all the powers and duties of the Chair in case of his/her absence or inability to act, and shall perform such other duties as may be prescribed from time to time, by the Board.

Section 4. Secretary: The Secretary to the Board is a non-trustee member of the President's staff who shall be appointed by the President, subject to the approval of the Board. The Secretary shall attend all meetings of the Board and shall cause to be recorded all votes and minutes of all public proceedings in a book to be kept for that purpose. The Secretary shall give or cause to be given notice of all meetings of the Board and shall affix the seal of the Board to all documents that may require it and shall have charge of the seal of the Board and such other books and papers as the Board may prescribe, and shall make such reports to the Board as it may request and shall prepare and file, or cause to be prepared and filed, such reports or statements as may be required by law upon authorization from the Board. The Secretary shall cause to be forwarded to the Archival Section of the University library a copy of the minutes, and to any others as required from time to time by the Board after such minutes have been approved by the Board.

Article VII

Committees

Section 1. Standing Committees: At a minimum the Board shall create standing committees as required by the Statewide Governance Reforms 2010 (P.L.2009, c.308). The required committees have executive; audit; compensation; and nominations and governance responsibilities. The Board shall have the power to create additional standing committees which shall report directly to the Board to aid it in carrying on its business. The existence, duties and functions of standing committees may be abolished, changed, altered or added to, and new and additional standing committees may be created by the Board from time to time at its discretion and in compliance with State law. Each committee shall have a written charter and minutes must be taken at all committee meetings. The following standing committees are hereby created:

1. Executive Committee
2. Finance and Audit Committee
3. Nominations and Governance Committee
4. University Mission Committee
5. University Business, Planning and Infrastructure Committee

The Chair of the Board shall, immediately after his/her designation as such, appoint the members and designate the Chair of each standing committee, which committee membership shall be less than a quorum of the full voting membership of the Board. The voting members of the standing committees shall each be members of the Board. The Chair of the Board may, in consultation with and upon recommendation of the President, appoint to a standing committee or other committees established by the Board advisory members to augment the committee where necessary or appropriate for the conduct of committee business provided that such advisory members shall have no vote nor be counted for purposes of the establishment of a committee quorum. The Chair of the Board shall be a member *ex officio* of each standing committee. The specific tasks to be carried out by each of the standing committees shall be included in the charter of each committee. The Board Chair may assign from time to time specific tasks on an *ad hoc* basis. The President of the University shall be a member *ex officio* of each standing committee.

Section 2. Administrative, Faculty and Student Committees: The Board shall have the power to authorize the President of the University to create administrative, faculty and student committees in accordance with procedures established in cooperation with such groups, respectively, for the purpose of assisting in carrying on the business and functions of the University.

Article VIII

Amendments

These By-Laws may be amended, altered, repealed or added to in any manner not inconsistent with the laws of the State of New Jersey by the affirmative vote of majority of the Board at any public meeting of the Board, provided that a copy of the proposed amendment has been furnished to each member of the Board by the Board Secretary at least 10 days before the meeting at which the vote upon said amendment is to be had.

BY-LAWS
of
THE BOARD OF TRUSTEES
of
NEW JERSEY CITY UNIVERSITY

adopted 11/89
amended 1994
amended 1998
amended 2010
amended 02/11
amended 09/17
amended 06/18
amended 6/23

BOT Public Session Minutes, June 26, 2023

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OLD BUSINESS

Nothing to report.

NEW BUSINESS

Nothing to report.

NEXT MEETING

The next Board meeting will be held on September 12, 2023. Ms. Reilly requested a motion for the board to move into executive session prior to the public session in order to discuss confidential personnel matters and contractual matters. The motion was moved by Mr. Visconti and seconded by Mr. Lejnieks Jacobson (Yes-Mr. Visconti, Mr. Jacobson, Mr. Lejnieks, Ms. Martinez, Mr. Perez, Dr. Trowell-Harris, Dr. Whittaker; No-None; Abstention-None; Absent-Dr. Chang). The motion passed.

The minutes of the executive session will become available to the public when there is no longer a need for confidentiality regarding these matters.

ADJOURNMENT

There being no further business to come before the Board, Ms. Reilly requested a motion for the board to adjourn the meeting. The motion was moved by Mr. Visconti and seconded by Mr. Jacobson Jacobson (Yes-Mr. Visconti, Mr. Jacobson, Mr. Lejnieks, Ms. Martinez, Mr. Perez, Dr. Trowell-Harris, Dr. Whittaker; No-None; Abstention-None; Absent-Dr. Chang). The motion passed and the meeting was adjourned.

Respectfully submitted,



Secretary to the Board of Trustees
June 26, 2023

NEW JERSEY CITY UNIVERSITY

RESOLUTION AFFIRMING DESIGNATION OF A SECRETARY TO THE BOARD OF TRUSTEES

WHEREAS: Pursuant to Article VI of the New Jersey City University (“NJCU”) Board of Trustees (“Board of Trustees”) By-Laws, the Board shall organize annually during the month of September each year and elect officers as may be necessary; and

WHEREAS: The By-Laws further provide that a Secretary to the Board shall be appointed by the President and that the Secretary be a non-trustee member of the President’s staff; and

WHEREAS: Rose Mary Reilly is currently a non-trustee member of the President’s staff; and

WHEREAS: Interim President Andres Acebo now seeks to exercise such powers, rights and privileges that are given to him under the By-Laws and appoints Rose Mary Reilly as Secretary to the Board of Trustees; and now be it

RESOLVED: That the Board of Trustees, on September 11, 2023, does hereby affirm Interim President Acebo’s designation and appointment of Rose Mary Reilly to be Secretary to the Board of Trustees.

NEW JERSEY CITY UNIVERSITY

**RESOLUTION AMENDING THE FISCAL YEAR 2024
OPERATING AND CAPITAL BUDGET**

WHEREAS: State Colleges and Universities have been authorized to establish revenue, expense, and capital budget projections for the FY24; and

WHEREAS: The New Jersey City University (“University”) Board of Trustees on June 26, 2023, approved the tuition rates, room and board rates, and rates for other fees for the 2023/2024 academic year; and

WHEREAS: The University prepared its operating and capital budgets for FY24 based on projected State appropriation and tuition and fee increases, which projected total operating revenues and expenses and capital expenditures as outlined in its FY24 budget proposal; and

WHEREAS: The Board of Trustees reviewed the FY24 budget projections at its June 26, 2023, public meeting and adopted same; and

WHEREAS: The University has successfully continued its right-sizing measures structural operating deficit reduction efforts, which reduced its initial deficit of \$22.7 million (as of 1/2023) to \$8.1 million (as of 6/2023) s FY2024; and

WHEREAS: Since July 1, 2023, the University has continued its collaborative implementation of its recovery and revitalization framework for long-term financial sustainability, mission focus, and student success which realized additional recurring revenue in-lays and finalizing of right-sizing measures that further reduce the structural operating deficit down to approximately \$6.1 million (as of 8/23); and

WHEREAS: the reduction in the University’s deficit excludes any institutional stabilization funding secured in the FY24 State of New Jersey Budget Appropriation (totaling \$10 million) or the full increase to the University’s outcomes based funding allocation ; and

WHEREAS: The University will continue to provide regular financial updates throughout the fiscal year to the Board of Trustees and recommend any necessary adjustments in furtherance of cost containment strategies; and now be it

RESOLVED: That the New Jersey City University Board of Trustees, on September 11, 2023, does hereby approve the Amended FY24 Operating and Capital Budgets as appended hereto.



Budget Adjustments as of August 31, 2023

Description	Fiscal Year 2024 Unbudgeted Savings	Fiscal Year 2025 Budget Savings	One Time Cash Savings - Prior Years
Unclaimed Property State of NJ	\$ -	\$ -	\$ 347,000
Ground rent Block 2 Rivet 2	295,896	295,896	320,554
UACS rent increase	220,265	794,828	
Bank of America sweep accounts 4.5%	412,500	495,000	
RWJ BH license agreement	416,667	510,000	
Additional structural salary savings	1,165,000	TBD	
Fringe benefit non salary adjustment	350,000		
Subtotal	2,860,327	2,095,724	667,554
Net OBA funding of \$3.8M less \$1.5M already included in budget	2,307,000		
Stabilization aid	10,000,000		
Total	\$ 15,167,327	\$ 2,095,724	\$ 667,554

9/7/2023

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Year End Financial Data

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
REVENUES	Audited	Audited	Audited	Budget	Proposed Budget
Tuitions & Fees	99,034,000	96,878,000	92,545,000	82,831,000	82,183,000
Auxiliary Enterprises	3,591,000	1,703,000	2,927,000	2,500,000	2,534,000
Less Institutional Scholarships	(9,576,000)	(10,717,000)	(14,293,000)	(14,000,000)	(13,201,000)
Federal, State & Private Grants	4,544,000	4,262,000	6,265,000		1,499,000
State Appropriation	21,532,000	26,692,000	30,924,000	33,913,000	27,906,000
State Paid Fringe Benefits	24,258,000	25,777,000	23,916,000	19,400,000	18,077,000
Stimulus Funds	5,523,000	27,187,000	16,747,000	-	-
All Other Revenue	3,661,000	1,140,000	3,722,000	4,242,000	4,192,000
Total Revenue	152,567,001	172,922,000	162,753,000	128,886,000	123,190,000
EXPENSES	Audited	Audited	Audited	Budget	Proposed Budget
Salaries and Wages	92,439,000	83,840,000	88,581,000	79,075,000	73,833,000
Fringe Benefits	23,745,000	26,363,000	22,348,000	19,961,000	18,826,000
Insurance	499,000	424,000	478,000	469,000	470,000
Utilities	2,894,000	2,728,000	3,273,000	4,850,000	4,350,000
Other Non-Personnel Expense	27,979,000	26,717,000	23,623,000	20,970,000	23,744,000
CARES/HEERF Direct Payments	3,894,000	6,582,000	7,183,000	5,751,000	
Bad Debt & Other Student Aid	3,626,000	3,461,000	2,284,000	-	
Interest on Debt	6,421,000	5,972,000	6,246,000	-	
Depreciation	10,554,000	10,559,000	10,529,000	10,477,000	10,105,000
Total Expenses	\$ 172,051,000	\$ 166,646,000	\$ 164,545,000	\$ 141,553,000	\$ 131,328,000
Surplus/Deficit	\$ (19,483,999)	\$ 6,276,000	\$ (1,792,000)	\$ (12,667,000)	\$ (8,138,000)

9/7/2023

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FY 2024 Adjusted Budget

	FY 2024	FY 2024	FY 2024	FY 2024	FY 2024
	Approved Budget	Budget Adjustments	Adjusted Budget	Unbudgeted State Funding	Proposed Budget
REVENUES					
Tuitions & Fees	\$ 82,183,000	\$ (2,500,000)	\$ 79,683,000	\$ -	\$ 79,683,000
Auxiliary Enterprises	2,534,000	1,346,000	3,880,000		3,880,000
Less Tuition Wavers and Discounts	(13,201,000)	2,500,000	(10,701,000)		(10,701,000)
Federal, State & Private Grants	1,499,000		1,499,000		1,499,000
State Appropriation	26,406,000		26,406,000		26,406,000
State Stabilization Funds	-		-	10,000,000	10,000,000
State Paid Fringe Benefits	18,077,000	(291,250)	17,785,750		17,785,750
OBA Payments	1,500,000		1,500,000	2,307,000	3,807,000
All Other Revenue	4,192,000		4,192,000		4,192,000
Total Revenue	123,190,000	1,054,750	124,244,750	12,307,000	136,551,750
EXPENSES	Approved Budget	Budget Adjustments	Adjusted Budget	Unbudgeted State Funding	Proposed Budget
Salaries and Wages	73,832,511	(1,165,000)	72,667,511		72,667,511
Fringe Benefits	18,825,577	(641,250)	18,184,327		18,184,327
Insurance	470,000		470,000		470,000
Utilities	4,350,000		4,350,000		4,350,000
Other Non-Personnel Expense	23,744,615		23,744,615		23,744,615
Depreciation	10,105,000		10,105,000		10,105,000
Total Expenses	131,327,703	(1,806,250)	129,521,453	-	129,521,453
Surplus/Deficit	\$ (8,137,703)	\$ 2,861,000	\$ (5,276,703)	\$ 12,307,000	\$ 7,030,297

9/7/2023

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NEW JERSEY CITY UNIVERSITY

RESOLUTION RATIFYING UNIVERSITY SENATE CONSITUTION AMENDMENTS

WHEREAS: New Jersey City University's (the "University") University Senate and Administration have dutifully worked to enhance and strengthen shared governance at New Jersey City and to ensure that the voices of all stakeholders and constituents inform the university deliberations, mission focus, and pursuit of academic excellence and student success; and

WHEREAS: The University Senate has promulgated proposed amendments to its constitution to intentional engage representation from adjunct faculty, ensure transparency in the charge and composition of standing and ad hoc committees, and strengthen shared governance and deliberative informed servant leadership of the University's mission by explicitly enshrining the principles of shared governance in university senate constitution; and

WHEREAS: Recently, the Board amended, at the recommendation of Interim President Acebo, its bylaws to strengthen the unequivocal alignment of shared governance values and principles by establishing ex officio membership to the Board of Trustees a tenured faculty representative at the June 26, 2023 public meeting of the Board of Trustees; and now be it

RESOLVED: That the New Jersey City University Board of Trustees, on September 11, 2023, does hereby ratify the amendments to the University Senate Constitution as appended hereto.

**CONSTITUTION
Of the University Senate
Of New Jersey City University**

PREAMBLE: To provide members of the academic community of New Jersey City University with a participatory role in decision-making and in the governance of the University, consonant with their respective functions and different degrees of expertise and in accordance with recognized principles of academic freedom and shared governance, we hereby establish the University Senate of New Jersey City University.

ARTICLE I: FUNCTIONS, POWERS, AND DEFINITIONS

Section 1. Functions and Powers

The Senate:

- a. Shall initiate policy and has the right to discuss and review all University policies which may affect its academic and educational objectives, subject to approval by the President and Board of Trustees of the University.
- b. Shall study and discuss problems referred to it and, where appropriate, make recommendations to the administration.
- c. Shall serve as a channel of communication and orderly cooperation among faculty, professional staff, students, alumni, the administration, and the Board of Trustees.
- d. Shall promptly receive requested information appropriate to its objectives from any member of the University community.
- e. Through its appropriate search committees, shall advise the Administration on the selection of administrative personnel at the level of dean. By its significant participation on appropriate committees, shall advise the Administration on the selection of administrative personnel at the level of vice president and above and on the retention of administrative personnel at the level of dean and above.
- f. By its significant participation on appropriate committees, shall advise the Board of Trustees on the selection and retention of a president.
- g. Shall have the right to express itself formally on any matter concerning the welfare of the University and its various components and transmit its recommendations to the appropriate authorities.
- h. Shall have the right to discuss with the President and other appropriate University administrators all actions taken by the Senate.

Section 2. Definitions

- a. Faculty are University employees whose major job function is instruction and/or research.
- b. Professional Staff are those non-managerial administrative employees whose major job function is the administrative guidance and support of programs and activities at the University.
- c. Students are those community members who are officially enrolled in courses at the University.
- d. Alumni are those individuals who have earned a degree or certification from the University.
- e. Administration generally refers to managerial personnel with responsibility for major units at the University. Specifically, this category includes, but is not limited to: directors, assistant and associate deans, deans, assistant and associate vice presidents, vice presidents, and the president.
- f. Academic departments are those units at the University whose primary function is instruction. As such, these units could be called departments, programs, centers, and/or institutes.

ARTICLE II: MEMBERSHIP

Section 1. Categories of Senators

- a. The constituency of the Senate consists of the faculty, professional staff, students, and alumni of New Jersey City University.
- b. The faculty shall elect two categories of senators: departmental and at-large senators. They shall serve two-year terms.
 - (1) Each instructional department, and the faculties of the Congressman Frank J. Guarini Library and the A. Harry Moore Laboratory School, and those area studies/centers that meet criteria as established by the Senate, shall elect by secret ballot one senator and one alternate from their full-time faculties.
 - (2) Eleven (11) at-large senators shall be elected by the faculty from their number. Each academic department shall be entitled to nominate two of its members for the at-large senator positions. The immediate past president of the Senate shall also be a senator-at-large.

- (3) Adjunct faculty shall elect representatives from their number, one from each college or school in the University. Adjunct faculty members who have taught at the University for at least three semesters during the previous three calendar years are eligible to serve.
- c. The professional staff shall elect four senators and four alternates from their number. They shall serve two-year terms.
- d. The alumni association shall elect one senator and one alternate from their number. They shall serve two-year terms.
- e. The students shall elect two categories of senators: class and at-large senators. They shall serve one-year terms.
 - (1) The freshman, sophomore, junior, and senior class presidents shall serve as senators. The vice president/secretary of each class shall serve as alternate.
 - (2) Full-time undergraduate students shall elect four senators-at-large and four alternates from their number.
 - (3) Part-time students shall elect one senator-at-large and one alternate from their number.
 - (4) Graduate students shall elect one senator-at-large and one alternate from their number.
- f. Vacancies in the aforementioned categories shall be filled by the constituency involved. In the case of senators-at large (faculty, professional staff, and students), the person who received the next highest number of votes in the most recent election will be selected to complete the remaining term. If there are none, then the Senate President shall appoint an appropriate person to complete the unexpired term. This appointment is subject to the approval of the full Senate.

Section 2. Election and Recall of Senators

- a. All elections shall be supervised by the Elections Committee.
- b. All elections, with the exception of the election of senators from the freshman class, shall be held in April of each year. Freshman class senators shall be elected in October.
- c. The official year of the Senate, its members, officers and committees, unless otherwise designated, shall commence with the reorganization meeting which will be held during the first ten days of May.

- d. All adjunct faculty employed by the University at the time of the election are eligible to vote to elect a representative from their college/school.
- e. Recall of a faculty or professional staff senator shall be initiated by a petition containing the signatures of at least twenty-five per cent of that senator's constituency. Recall of a student senator shall be initiated by a petition containing signatures of at least ten per cent of that senator's constituency. Signatures shall be validated by the Elections Committee. In a recall election, a majority vote of the appropriate constituency shall constitute recall.

ARTICLE III: ORGANIZATION

Section 1. Officers

- a. During the first ten days of May, the Senate shall hold its reorganization meeting and elect from its membership a president, a vice president, and a secretary for terms of two years, with the privilege of serving two consecutive terms. An individual may again be elected to the same office after an absence of one term. If a departmental senator is elected president, the alternate shall become senator and the department shall then elect a new alternate.
- b. The president shall perform all the duties commonly associated with executive leadership; shall call and conduct meetings of the Senate and its Executive Committee; shall, in consultation with the Executive Committee, provide and distribute (at least five (5) days in advance) an agenda for all meetings; may vote to break a tie; shall submit a written annual report to the Senate at least one week prior to the September meeting; and shall attend Board of Trustee meetings, including its appropriate committee meetings. The president shall receive a reduction in load by at least one-half of normal duties. (If a member of the professional staff is elected president, that person shall receive overload pay equivalent to the number of reduced load credits received by a faculty member.)
- c. The vice president shall perform the duties of the president in the absence or incapacity of the president as declared by the Executive Committee. The vice president shall coordinate the activities of all Senate standing committees and shall attend Board of Trustees meetings, including its appropriate committee meetings. If the vice president succeeds to the position of president, a vacancy shall be declared by the Executive Committee. Nominations for the new vice president shall be submitted at the next full meeting of the Senate. The election shall occur at the following meeting. The vice president shall receive a reduction in load by at least one-quarter of normal duties. (If a member of the professional staff is elected vice president, that person shall receive overload pay equivalent to the number of reduced load credits received by a faculty member.)

- d. The secretary shall keep and distribute minutes of all regular and special meetings, keep the official list of senators, and maintain accurate records of the annual elections, conduct the necessary correspondence, maintain a file of committee members and reports, and perform such other secretarial duties as the Senate requires. The secretary shall receive a reduction in load by at least one-quarter of normal duties. (If a member of the professional staff is elected secretary, that person shall receive overload pay equivalent to the number of reduced load credits received by a faculty member.)
- e. The Senate may elect additional officers as its work necessitates.

Section 2: Executive Committee

- a. The Executive Committee shall consist of the president, the vice president, the secretary, and four senators, one of whom shall be a student. The president of the Senate shall be chairperson of the Executive Committee. Each College of the University must be represented on the Executive Committee.
- b. The Executive Committee, responsible at all times to the Senate, shall meet at the call of the Senate president or on request of any three of its members to conduct the business of the Senate between meetings. It shall serve as a steering committee for the Senate and assist in establishing the agenda for Senate meetings. Minutes of its meetings shall be kept and shall be open upon request to all senators. The four non-officers shall be elected at the reorganization meeting and shall serve a one-year term with the privilege of re-election. If one of the non-officer members leaves the Executive Committee, that vacancy shall be filled by the person who received the next highest number of votes in the most recent election.
- c. The Executive Committee is authorized to meet as needed between Senate meetings with members of the administration to discuss Senate and other University business. The joint committee thus formed shall be called the Senate-Administration Coordinating Committee. (See Article V, Section 1 for a description of this committee.)
- d. All actions of the Executive Committee shall be referred to the Senate for approval.

Section 3. Standing and Ad Hoc Committees

The Senate shall establish such standing and ad hoc committees as it deems necessary to carry out its function. The enabling motion to create a committee will include: 1) a statement of the committee's charge, responsibilities, purview, and powers; 2) a description of its composition,

and 3) a definition of the terms each member serves. Once a standing committee is created, modified, or dissolved, the changes to that committee shall automatically be included in the Senate Constitution without requiring special amendment procedure.

a. Powers and Duties

(1) Powers and duties of standing and ad hoc committees shall be stipulated by the Constitution and/or by the Senate. The enumeration of committee functions as outlined below is not intended to be exclusive.

(2) All standing and ad hoc committees shall be responsible to the Senate. They shall meet when appropriate or at the discretion of the Senate president, but not less than once in each semester, and submit to the Executive Committee announcements of meetings, agenda, and minutes. They will prepare and submit annual reports to the Senate Executive Committee no later than May 1.

(3) Senate committees will submit to the Senate all their recommendations for initiation of new University policy or changes in present policy.

(4) All actions of ad hoc committees, or any other committee which establishes or recommends University policy regarding academic and educational objectives, shall be referred to the Senate for approval.

(5) Except for individual grievance cases and sabbatical requests, all items for committee consideration shall be channeled through the Senate president.

b. Selection of Committees

(1) All faculty and professional staff members of standing committees shall be elected for two-year terms. Student members shall be elected for one-year terms. Standing committees shall ordinarily consist of five (5) members, including at least one faculty member, one student and at least one member of the professional staff. Each committee shall elect its own chairperson annually. Members shall not be elected for more than two consecutive terms. However, an individual may again serve on the same committee after an absence of one full term. Terms shall be staggered where practicable. No one shall concurrently serve on more than one standing committee. A standing committee shall not have more than two faculty or professional staff member from any one department at any time.

(2) Each department and each student class shall offer nominations through their senators to the Senate president for vacancies on standing

committees at least two weeks before the annual reorganization meeting. The list of nominees shall appear with the agenda. Nominations may also be made from the floor of the Senate. All nominees must have given prior written consent or must be present at the reorganization meeting.

(3) The chairperson of any committee may declare the place of an elected committee member vacant when the committee member has been absent from three regular committee meetings in any semester. The Executive Committee shall appoint a new committee member to serve until the next annual reorganization meeting. Such appointments are subject to the approval of the Senate.

(4) Ad hoc and other non-standing committees will be established as needed. There shall not be more than two faculty or professional staff members from any department or unit of the University on an ad hoc or non-standing committee. There shall not be more than one student major from any department on an ad hoc or non-standing committee.

c. Standing Committees

(1) The Academic Standards Committee shall establish and maintain standards and requirements for undergraduates concerning admission, probation, dismissal, graduation, grading practices, and the general evaluation of student records.

(2) The Academic Support and Services Committee shall concern itself with the services provided by non-instructional units whose primary function is to support the academic mission of the University. Examples of such services include the library, advising, psychological counseling and medical services, computer labs, cooperative education, the bookstore, financial aid, tutoring, and registration services.

(3) The Committee on Instructional Technology shall oversee and support the technological component of all instruction sponsored by the University. This includes face-to-face courses with a technology component, blended or Web-assisted courses, or courses offered totally online.

The committee will examine the changing issues regarding the accountability of the University regarding accreditation standards, practices, grading and other student-participation concerns.

The committee shall also be responsible for oversight of the support available to faculty teaching with technology, and to students receiving instruction utilizing technology, including the training and support of faculty and students, and the availability and usefulness of campus

computer labs, and the availability and reliability of technology-based assistance systems, such as via the telephone or Internet-based assistance. The committee shall also be concerned with the availability of dependable student-oriented support services including, but not limited to, support, registration, advisement, and library services for those students enrolled in online, or technology-based classes.

Conclusions and recommendations of this committee shall be forwarded to the Senate for consideration.

(4) a. The Curriculum and Instruction Committee shall recommend to the Senate guidelines and standards for the undergraduate academic program. The committee shall supervise the implementation of said guidelines.

b. The Senate Curriculum and Instruction Committee shall evaluate and recommend the approval of all new undergraduate courses (including face-to-face, blended, and online formats), academic majors, minors, concentrations, interdisciplinary programs, and professional sequences, based on their review of individual College Curriculum Committee recommendations. The committee shall also evaluate undergraduate courses that have had substantial changes in their content, objectives, and/or expected outcomes. *Individual courses and course revisions approved by the committee shall be forwarded directly to the Provost.* The committee shall also make recommendations to the Senate for the establishment or dissolution of departments, programs and majors. The faculty and professional staff component of the committee shall include one faculty member from each of the Colleges. These three faculty members shall also serve on their respective College Curriculum Committees. The three remaining members of this committee shall be a student, and two other members of the faculty or the professional staff from any College.

(5) The Elections Committee shall devise practical election procedures and supervise and administer all elections involving the Senate. It shall further devise and implement procedures to maximize the constituency's participation in Senate elections.

(6) The Faculty and Professional Staff Affairs Committee shall be concerned with the general welfare and interests of the faculty and professional staff. It shall develop and recommend policy on academic freedom, professional ethics, professional development and faculty/professional staff personnel policies in general. These policies include, but are not limited to, promotion, tenure, retirement, leaves of absence, sabbatical leaves, awarding honorary degrees, appointment and retention,

awards and research grants, exchange programs and workshops, provided such actions do not impinge upon the legal and contractual obligations of the official bargaining agent. The committee will also establish guidelines and policies regarding the granting of emeritus status. Candidates for this honor will be recommended to the Senate Executive Committee and then forwarded to the administration. The committee shall include at least one faculty or professional staff member from each College.

(7) The Graduate Studies Committee shall establish and maintain standards and requirements for the admission and retention of graduate students, review grading procedures, academic integrity, and determine requirements for graduation.

The Graduate Studies Committee shall recommend to the Senate guidelines and standards for the graduate program and, based on their review of individual College Curriculum Committee recommendations, evaluate and recommend the approval of new or revised courses (including face-to-face, blended, and online formats), academic majors, minors, concentrations, interdisciplinary programs, and professional sequences, and the establishment or dissolution of departments, programs and majors. The faculty and professional staff component of the committee shall include one faculty member from each of the Colleges. The faculty representatives from each college will also sit on their respective college's curriculum committee. The two remaining members of this committee shall be a matriculated graduate student, and one other member of the faculty or the professional staff. The Dean of Graduate Studies and Continuing Education shall be a non-voting, ex-officio member of this committee.

(8) The Planning, Development and Budget Committee will advise and assist the administration regarding master plans, the budget, long-range plans and goals, campus security, parking, alumni relations, University bookstore, building/expansion proposals, naming of facilities, and the use of physical resources. It shall be involved in the development and review of the annual budget, and advise the administration on the apportionment of budgetary resources. Due to the broad nature of its work, this committee will consist of eight (8) members. Each College shall have at least one representative on this committee. The Vice President for Administration and Finance, or designee, will serve as a non-voting, ex-officio member.

(9) The Student Affairs Committee shall develop and recommend policies concerning student welfare, including, but not limited to, areas of orientation, evaluation, counseling, housing, supervision, discipline, co-curricular activities, financial aid, and placement. It shall assist the Dean

of Students in the development of student personnel programs and advise in matters concerning the interpretation and execution of these policies. When called upon, the committee shall deal with grievances initiated by students against students or students against a member of the faculty or the professional staff. Upon receipt of a written appeal from a student, the committee shall (a) determine that the grievance has basis in fact; (b) inform the complainant of the legal and administrative limitations of the committee in resolving grievances; and (c) determine that all normal avenues of grievance resolution, between the parties involved, and the applicable department chair and dean, have been exhausted. It shall provide notice of its decision, made on a review and advise basis, to the Provost, who renders a final decision within six (6) weeks of receiving the appeal. The committee shall include at least one faculty or professional staff member from each of the Colleges. The Vice President of Student Affairs, or designee, will serve as a non-voting, ex-officio member of this committee.

ARTICLE IV: MEETINGS AND PROCEDURES

Section 1. Meetings

- a. All regular meetings will be open to all members of the academic community. The president shall have the right to limit discussion by non-senators.
- b. The Senate shall meet regularly, September through May, at least once a month. Special meetings may be called by the President of the University, the Board of Trustees, the president of the Senate or at the request of one-third of the senators.
- c. Meetings shall be conducted according to the latest edition of Robert's Rules of Order except as may be provided otherwise by the Constitution, or by the adoption of by-laws. The president, with the advice and consent of the Senate, may appoint a parliamentarian.
- d. A quorum at any meeting shall consist of one-half plus one of the total membership who has signed in. Unless a count is requested by a senator, a quorum shall be assumed.

Section 2. Procedures

- a. A vote by roll call shall be mandatory when requested by a majority of the senators present.
- b. Regular meetings shall not exceed two hours in length. The meetings may be extended for one additional hour at the discretion of the president.

- c. Minutes of meetings shall be distributed no less than five (5) business days prior to the next Senate meeting to all senators, faculty, administrators, and the Student Government Organization.
- d. The Senate shall respond promptly to all requests from its constituencies and act immediately upon requests initiated by five per cent of any of its constituencies.
- e. The Senate shall reconsider actions taken, at the meeting following receipt of a petition, upon requests initiated by ten per cent of any of its constituencies.

ARTICLE V: RELATIONSHIP OF THE SENATE TO THE COLLEGE COMMUNITY

Section 1. Relationship to the Board of Trustees, President, and Administration

- a. The President of the University and the Board of Trustees has the right to call special meetings of the Senate and to request consideration or reconsideration of specific items.
- b. The University Senate is the voice of faculty, students, staff and alumni. Through discussion and other democratic practices, the Senate brings to the University Administration its views on issues relevant to the University. In this capacity it advises the Administration and the Board of Trustees. Policy recommendations passed by a majority of the University Senate voting membership are communicated to the President of the University by the University Senate Executive Committee at meetings of the Senate Administration Coordinating Committee (SACC). This committee shall serve as the mechanism through which substantive items approved by the Senate are discussed with the administration prior to their consideration and promulgation as university policy by the Board of Trustees. The committee shall consist of the Executive Committee of the Senate, the President, vice presidents, and deans of the University or their delegates. Other administrative officers and chairpersons of Senate committees shall participate as necessary. The principles of shared governance mandate that the Administration gives full consideration of the recommendations. If the Administration amends or rejects a University Senate recommendation, the President of the University shall communicate in writing to the University Senate the rationale(s) for rejecting or modifying the recommendation with an exact copy forwarded to the Chair of the Board of Trustees.
- b. The president of the Senate shall appoint an ex-officio member tenured faculty representative to the Board of Trustees pursuant to the Board's bylaws, and through participation in appropriate committee meetings and public Board meetings, shall serve as liaison between the Board of Trustees and the Senate.

Section 2. Relationship to the Instructional Units

Actions of the Senate shall not contravene the rights of instructional departments to have control of their educational and academic policies, to propose programs and courses, to recommend candidates for appointment, retention, promotion and tenure, and to formulate standards for the evaluation of their offerings.

Section 3. Relationship to the Faculty and the Professional Staff

Faculty and professional staff members have the right to attend meetings and be heard, subject to speaking limitations established by the president, request consideration of particular items through their senators, and initiate Senate action in accordance with procedures outlined in Article IV, Section 2.

Section 4. Relationship to the Students

Students have the right to attend meetings, be heard, subject to speaking limitations established by the president, request consideration of particular items through their senators, and initiate action in accordance with procedures outlined in Article IV, Section 2.

Section 5. Relationship to the Alumni and the Alumni Association

Alumni have the right to attend meetings, be heard, subject to speaking limitations established by the president, request consideration of particular items through their senators, and initiate action in accordance with procedures outlined in Article IV, Section 2.

Section 6. Relationship to the Official Bargaining Agent of the Faculty and Professional Staff

The enumeration of certain rights and privileges in the agreements made between the faculty and professional staff's bargaining agent and the State of New Jersey shall not be construed as denying or disparaging others retained by the faculty and/or professional staff and/or approved by the Senate. All matters of compensation and terms and conditions of employment, however, are subject to negotiations between the bargaining agent and the State, and/or local administration. The Senate shall take no action that impinges on the legal and contractual obligations of the bargaining agent.

ARTICLE VI: CONSTITUTIONAL AMENDMENTS

Section 1. Initiation

- a. Upon petition to the Senate president signed by ten per cent of any constituency, proposed amendments to this Constitution must be presented to the appropriate bodies for action in accordance with Section 2 below.

- b. A constitutional amendment proposed by a senator must be submitted in writing to the Senate president, who shall include it in the agenda of the next meeting. If at least two-thirds of the total body supports the proposed amendment, it must be presented to the faculty, professional staff, and students for action in accordance with Section 2 below.

Section 2. Ratification

The proposed amendment shall be submitted for referendum to the faculty, professional staff, and students within two weeks after well-advertised public hearings (one for students and one for the faculty and professional staff). Upon receiving the approval of three-quarters of the faculty and professional staff who vote, and three-quarters of the students who vote, the amendment shall be considered ratified.

Section 3. Approval of Amendments

All amendments shall be submitted to the administration and Board of Trustees for review and appropriate action, and shall be deemed accepted if no communication to the contrary is received from either within two months.

Revised: April 30, 2003; September 2023

Approved by the University Senate as Amended on March 3, 2003

Approved by SACC: April 29, 2003

Approved by the Faculty and Professional Staff: April 28-29, 2003

Approved by the Students: February 23, 2004

Adopted by the NJCU Board of Trustees: April 26, 2004



**Board of Trustees
Public Session**

**PCNG Committee
Agenda**

1. Personnel | Compensation Topics

- **Faculty and Staff Personnel Actions**
 - Managerial and Professional Staff Promotions & Temporary Appointments
- **New Hires**
 - New Hires: Managerial and Professional Staff



**Board of Trustees
Public Session**

Faculty and Staff Personnel Actions

Managerial Regular Appointments

1. Patrick Bartole, Director, FCM
Facilities & Construction Management
New Salary: \$ 128,000
Effective: 7/1/2023

Managerial Salary Adjustment/Reclassification

1. Patricia Altomonte, Interim AVP Finance
Finance
Salary: \$168,000
Effective: 7/1/2023
2. Dr. Donna Breault, Interim Senior Vice President and University Provost
Academic Affairs
Salary: \$230,000
Effective: 9/1/2023
2. Dr. Rachel Fester, Vice President for Institutional Effectiveness
Office of Institutional Effectiveness
Salary: \$175,000
Effective: 7/1/2023

Managerial Temporary Appointments

1. Milagros Peralta, Chief of Staff
President's Office
Salary: \$130,000
Effective: 7/12/2023
2. Mona Jha, Director, EEO/AA/Diversity
University Counsel
Salary: \$130,000
Effective: 9/5/2023

Managerial Temporary to Permanent Appointments

1. Lorena Laverde, Director, Academic Advising
Academic Affairs
Salary: \$130,000
Effective: 9/5/2023



**Board of Trustees
Public Session**

Professional Staff Regular Appointments

1. Michael Arbitblit, Transfer Evaluator- PSS3
Registrar
Salary: \$66,217.05
Effective: 7/31/2023
2. Evelin Candelario, Assistant Director, Enrollment Communications
Admissions
Salary: \$86,641.15
Effective: 9/11/2023
3. Alan Cruz, Asst Director Pre-College Programs- Asst Director 3
VP Academic Affairs
Salary: \$60,454.95
Effective: 8/27/2023
4. Brian Gustafson, Transfer Evaluator- PSS3
Registrar
Salary: \$66,217.05
Old Salary: \$110,245.13
Effective: 8/14/2023
Reassignment from Faculty (AFT)
5. Kenneth Macbain, ISS Global Initiatives -Assistant Director 1
International Student Advisement
Salary: \$84,513.79
Old Salary: \$113,921.06
Effective: 7/1/2023
Reassignment from Faculty (AFT)
6. Robert Romeo, Academic Advisor- PSS3
University Advisement Center
Salary: \$77,741.15
Old Salary: \$93,712.74
Effective: 7/1/2023
Reassignment from Faculty (AFT)

Professional Staff Temporary Appointments

1. Vera Dika, ISS Global Initiatives- Assistant Director 1
International Student Advisement
Salary: \$84,513.79
Old Salary: \$110,245.13
Effective: 9/11/2023
Reassignment from Faculty (AFT)



**Board of Trustees
Public Session
New Hires**

Professional Staff Regular Appointments

1. Dana Smerda-Mason, Educational Support Technology- PSS4
Educational Technology
Salary: \$57,192.50
Effective: 9/11/2023
2. Andrea Tider, Career Readiness Manager- PSS4
Dean School of Business- Grant Funded
Salary: \$77,078.93
Effective: 9/11/2023

Managerial Regular Appointments

1. Hasson Gordon, Director, Budget
Controller's Office
Salary: \$120,000
Effective: 9/11/2023

Note:

1. As of the last Board meeting held on June 26, 2023

NEW JERSEY CITY UNIVERSITY

**RESOLUTION AUTHORIZING APPLICATION TO STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY, UNCLAIMED PROPERTY ADMINISTRATION**

WHEREAS: The New Jersey City University (“NJCU”) maintains six (6) properties with the State of New Jersey Department of the Treasury, Unclaimed Property Administration (“UPA”); and

WHEREAS: Pursuant to N.J.S.A. 46:30B-1 et seq., the State of New Jersey requires the University to formally request the unclaimed properties be returned to the University; and

WHEREAS: The unclaimed properties consist of outstanding vendor and other checks made during the period 2017 - 2021, that have not been cashed or otherwise redeemed, totaling approximately **\$209,329.05**; and

WHEREAS: Upon designation by the University President on behalf of the University, the Vice President of Administration and Finance, Brian Kirkpatrick, seeks to now submit documentation to the UPA for return of these properties to the University; and now be it

RESOLVED: That the Board of Trustees, on September 11, 2023, does hereby authorize the Vice President of Administration and Finance, Brian Kirkpatrick, to submit and execute the necessary documentation to effectuate same and ensure the collection of unclaimed funds.

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ATTACHMENT E (Gov)

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**GRANT AGREEMENT
BETWEEN**

(Name of Grantee)

AND

THE STATE OF NEW JERSEY

BY AND FOR

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER:

GOVERNING BODY RESOLUTION

The governing body of _____

(print Grantee's name)

desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately _____
to fund the following project:

_____.

Therefore, the governing body resolves that _____ or the successor to the office of

(print name)

_____ is authorized (a) to make application for such a grant, (b) if awarded, to execute

(print title of authorized official)

a grant agreement with the State for a grant in an amount not less than _____ and not more than \$ _____ ,
and (c) to execute ☐ any amendments thereto ☐ any amendments thereto which do not increase the Grantee's obligations.

*The _____ authorizes and hereby agrees to

(print name of Grantee's governing body, e.g., board of chosen freeholders)

match _____% of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the
match for such purposes, whether cash, services, or property, is hereby certified. _____% of the match will be made up of in-kind
services (if allowed by grant program requirements and the agreement).*

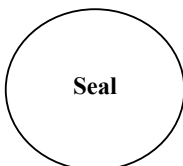
The Grantee agrees to comply with all applicable Federal, State, and municipal laws, rules, and regulations in its performance pursuant
to the agreement.

Introduced and passed _____ , _____ .

Ayes: _____

Noes: _____

Absent: _____



* The portion of this form between the asterisks should only be completed if matching funds are required under the terms of the
agreement. Where in-kind services are allowed and are stipulated by the Grantee, an attachment must be provided and appended
hereto, breaking out the in-kind services.

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CERTIFICATION*

I, _____, ☐ municipal clerk ☐ county clerk ☐ utilities Authority Clerk

 (print name)
☐ (other, specify) _____ of _____

 (print Grantee's name)
 certify that this resolution was duly adopted by _____ at a

 (print name of Grantee's governing body)
 meeting duly held on the _____ day of _____, _____; that this resolution has not been amended or repealed; and that it
 remains in full force and effect on the date I have subscribed my signature. **

 (signature) *

 (print name)

 (print title)

Date: _____ **

* Certification must be signed by an official other than the individual authorized to execute the agreement.

** This date must be no more than sixty (60) days prior to the Grantee's execution of the agreement. If the original certification expires prior to the Grantee's execution, the Grantee must submit a currently certified copy of this Attachment E when it returns the executed agreement to the Department.

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**GRANT AGREEMENT
BETWEEN**

**(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER:

PART 1: GENERAL TERMS AND CONDITIONS

- I. Grant Award Data and Signatures
- II. Compliance with Existing Laws and Policies
- III. Insurance
- IV. Indemnification
- V. Assignments and Subcontracts
- VI. Availability of Funds
- VII. Procurement Standards
- VIII. Property Management Standards
- IX. Method of Payment
- X. Interest
- XI. Allowable Costs
- XII. Matching and Cost Sharing Requirements
- XIII. Program Income
- XIV. Special Grant Conditions for "High Risk" Grantees
- XV. Financial Management System
- XVI. Financial and Performance Reporting
- XVII. Monitoring Performance
- XVIII. Audit Requirements
- XIX. Agreement Amendment
- XX. Closeout Procedures
- XXI. Termination, Expiration, and Suspension
- XXII. Access to Records
- XXIII. Record Retention
- XXIV. Approvals and Authorizations
- XXV. Miscellaneous Provisions

PART 2: ATTACHMENTS*

- A. Additional Provisions and Special Modifications ☐ yes ☐ no
- A-1. Additional Provisions for Federally Funded Agreements. ☐ yes ☐ no
- A-1-A. Certification of Lobbying and Disclosure of Lobbying Activities. ☐ yes ☐ no
- A-2. Federal Funding Accountability and Transparency Act (FFATA) Request Form ☐ yes ☐ no
- A-3. U.S. Environmental Protection Agency Funded Agreements ☐ yes ☐ no
- A-4. Community Development Block Grant (CDBG) Funded Projects ☐ yes ☐ no
- A-4-A. Non-Disclosure Agreement - CDBG Funded Projects yes no
- B. Approved Project Budget ☐ yes ☐ no
- B-1. Itemization and Justification of Budget. ☐ yes ☐ no
- B-2. Advance Payment. ☐ yes ☐ no
- C. Expenditure Report ☐ yes ☐ no
- D. Scope of Services ☐ yes ☐ no
- D-1. Project Requirements. ☐ yes ☐ no
- D-2. Grantee's Proposal ☐ yes ☐ no
- E. ☐ Governing Body Resolution.. ☐ Corporate Resolution ☐ LLC Resolution ☐ yes ☐ no
- F. Subcontractor List ☐ yes ☐ no
- G. Statement of Adequacy of Accounting System ☐ yes ☐ no

*Wherever this agreement form, including any attachments, presents alternatives, choices must be indicated as follows: An "X" within brackets or on a blank line shall indicate selection of the particular alternative. "NA" or "---" (a dashed line) shall indicate that no information is to be entered on a particular blank line. No blanks may remain just prior to execution, except in the signature block on Attachment C.

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(General Terms & Conditions)

I. Grant Award Data and Signatures

Federal Award Information for Subaward

Federal Awarding Agency:
Federal Award Name:
Federal Award Identification Number (FAIN):
Federal Award Date:
Total Amount of the Federal Award:
Federal Award Project Description:
Indirect Cost Rate for Federal Award:

Grantee's Name: (the "Grantee")

Address:

Vendor ID #:

UEI # (required only for Federally-funded awards):

Financial Officer's - Name:

Title: (the "Chief Financial Officer")

The State of New Jersey (The "State")

Department of Environmental Protection (the "Department" or the "DEP")

Granting Agency's - name: (the "Granting Agency")

- address:

Grant Officer's - name: (the "Grant Officer")

email address:

phone number:

TITLE OF GRANT:

AMOUNT OF GRANT:

Total Project Funding		AMOUNT	STATE ACCOUNT NUMBER	CFDA NUMBER/ CFDA TITLE
Source of Funds	State General Fund			
	Federal			
	Grantee			
	Other (identify below)			
			TOTAL APPROVED PROJECT AMOUNT	

Total Amount of Federal Funds Obligated to Subrecipient, including Current Obligation:

Total Amount of Federal Award Committed to Subrecipient:

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(General Terms & Conditions)

WORK PERIOD: The “effective date” of this grant agreement is the date the Grantee executes it or the date the State executes it, whichever date is later. The “Work Period” for this grant commences on _____ or the effective date, whichever is _____ earlier _____ later, and runs for a period of _____ thereafter, until _____. Grant funds may be used only to satisfy obligations which arise during the Work Period.

PURPOSE AND AUTHORITY: Grant Project to be funded:

Statutory Authority for this Grant:

Grant will will not be used for Research and Development (R&D)

In consideration of the payment of the State, the Federal, and if through the State treasury, the “other” amounts shown above (the “Grant”), the Grantee agrees to provide its share of the Total Project amount and to perform the work described in Attachment D, within the Work Period and in the manner and upon the terms specified in this agreement. The provisions of this agreement set forth in this Section I through Section XXV constitute the General Terms and Conditions portion of this agreement.

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(General Terms & Conditions)

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STATE AND GRANTEE APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *

For the Grantee **

(signature)

(signature)

_____, Deputy Attorney General
(print name)

_____, Attorney for Grantee
(print name)

Date: _____

Date: _____

* A confidential and privileged memorandum pre-approving this agreement as to legal form ☐ has ☐ has not been provided to the Granting Agency by the Deputy Attorney General.

** Approval of this agreement by an attorney for Grantee is mandatory optional

APPROVAL OF GRANTING AGENCY

(print name of Granting Agency; all capitals)

By: _____
(signature)

(print name)

(print title)

Date: _____

EXECUTION SIGNATURES

By the signatures below, the Grantee and the State (the "parties") execute this agreement and confirm that they are mutually bound by all provisions contained herein and are fully authorized and empowered to enter into and bind their organization to all obligations under this agreement.

SIGNED

COUNTERSIGNED:

(print Grantee's name; all capitals)

THE STATE OF NEW JERSEY

By: The DEP

By: _____
(signature)

By: _____
(signature)

(Print name)

(print name)

(print title)

(print title; Commissioner or authorized delegate)

Date: _____

Date: _____

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II. Compliance with Existing Laws and Policies

The Grantee, in order to induce the Department to award this grant and enter into this agreement, agrees and warrants, on behalf of itself and any subcontractors retained pursuant to this agreement, that it shall comply with all applicable Federal, State, and municipal laws, rules, regulations, and written policies in the performance of this agreement. Failure to comply with such laws, rules, regulations, and policies shall constitute a material breach of this agreement and be grounds for its termination. The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625. Such laws, rules, regulations, and policies include, but are not limited to, the following, where applicable:

A. Prevailing Wage Act

The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., is hereby made part of this agreement, if within the contemplation of the Act. If applicable, the Grantee represents and warrants that neither it, nor any subcontractors it might employ to perform the work covered under this agreement, have been suspended or debarred by the Commissioner, Department of Labor and Workforce Development, for violation of the provisions of the Prevailing Wage Act. The Grantee further represents and warrants that both it and any subcontractors it might employ to perform the work covered under this agreement shall comply with the provisions of the Prevailing Wage Act, where required.

If applicable:

1. All workers shall be paid not less than the prevailing wage rate as designated by the Commissioner of Labor and Workforce Development or its duly authorized representatives. State wage rates may be obtained from the New Jersey Department of Labor and Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor and Workforce Development's website at: http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html. The State wage rates in effect at the time of this award are part of this agreement, pursuant to N.J.S.A. 34:11-56.25 et seq.
2. If it is found that any worker employed by the Grantee or any subcontractor covered by said agreement, has been paid a rate of wages less than the prevailing wage required to be paid by such agreement, the Department may terminate the Grantee's or its subcontractors' right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages, and may prosecute the work to completion or otherwise. N.J.S.A. 34:11-56.27.

B. Diane B. Allen Equal Pay Act

Pursuant to N.J.S.A. 34:11-56.14(a), a Grantee providing "qualifying services", as defined therein, to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development information regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category.

Pursuant to N.J.S.A. 34:11-56.14(b), a Grantee performing "public work", as defined therein, for the State or any agency or instrumentality of the State shall provide the Commissioner, through certified payroll records required pursuant to N.J.S.A. 34:11-56.25 et seq., information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the agreement, throughout the duration of the agreement, with an update to the information whenever payroll records are required to be submitted.

For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

C. Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48 et seq., all Grantees and subcontractors must first be registered with the New Jersey Department of Labor and Workforce Development. The Grantee represents and warrants that neither it, nor any subcontractors it might employ to perform the work covered under this agreement, have been suspended or debarred by the Commissioner, Department of Labor and Workforce Development, for violation of the provisions of the Public Works Contractor Registration Act. The Grantee further represents and warrants that both it and any subcontractors it

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might employ to perform the work covered under this agreement shall comply with the provisions of the Public Works Contractor Registration Act, where required. Any questions regarding the registration process can be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

D. Laws Against Discrimination

The Grantee or subcontractor, where applicable, shall not discriminate, and shall abide by all anti-discrimination laws, including, but not limited to, Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d-2000d-4; the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 et seq.; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; and all rules and regulations promulgated pursuant thereto, as amended and supplemented from time to time, including but not limited to, N.J.A.C. 17:27-1.1, et seq. Other laws may impose additional non-discrimination requirements with which the Grantee must comply. These laws include, but are not limited to, Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Title VII of the Civil Rights Act of 1964; and the Fair Housing Act. The Grantee shall comply with all applicable provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq.

E. Laws Prohibiting Solicitation

If applicable, the Grantee represents and warrants that: (1) no person or selling agency has been employed or retained to solicit or secure this agreement in violation of N.J.S.A. 52:34-15; and (2) it has neither made nor knows of any payments or gratuities made in violation of N.J.S.A. 52:34-19.

F. The Worker and Community Right to Know Act

The Grantee and any subcontractors it might employ to perform work covered under this Agreement shall comply with the provisions of N.J.S.A. 34:5A-1 et seq., if applicable, which require the labeling of all containers of hazardous substances.

G. Licenses and Certifications

The Grantee warrants that it will obtain and maintain during the term of this agreement all licenses, certifications, authorizations, or any documents required by the Federal, State, county, or municipal governments and international authorities, wherever necessary, to perform this agreement. The Grantee shall promptly notify the Department of any disciplinary action or change in the status of any license, permit, or other authorization required by law or this agreement.

H. Federal and State Documents Incorporated by Reference

The following documents are, by this reference, requirements incorporated as standards and procedures used by the Department and made part of this agreement, as applicable:

1. United States Office of Management and Budget ("OMB") Guidance for Grants and Agreements (2 CFR Parts 25, 170, 175, 176, 180, 182, 200);
2. Federal Agency Regulations for Grants and Agreements (e.g. 2 CFR Part 1500 for the U.S. E.P.A.);
3. Federal Agency Regulations (e.g. 40 CFR for the U.S. E.P.A.); and
4. Appendix XI to Part 200 – Compliance Supplement (2 CFR Pt. 200, App. XI)
5. Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid; and,
6. State Grant Compliance Supplement, available at: <https://www.nj.gov/treasury/omb/stategrant.shtml>

I. Miscellaneous

The Grantee represents and warrants that, if applicable:

1. it is and will remain in full compliance with N.J.S.A. 14A:13-1 et seq. and N.J.S.A. 15A:13-1 et seq. (both regarding out-of-state corporations); and,

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2. it is and will remain in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts).

III. Insurance

The Grantee shall maintain, in force for the term of this agreement, insurance as provided herein. The coverages shall be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey with an A-VIII or better rating by A.M. Best & Company, or through formal, fully funded self-insurance programs authorized by law and acceptable to the Department. The certificates of insurance shall indicate the grant number and title of the grant in the "Description of Operations" box. All policies must be endorsed to provide thirty (30) days' written notice of cancellation or material change to the Department at the following address: PO Box 420, 428 East State Street, 4th Floor, Trenton, NJ 08625-0420. If the Grantee's insurer cannot provide thirty (30) days written notice, then it will become the obligation of the Grantee to provide same. Unless current documentation is already on file, the Grantee must, within thirty (30) days after the effective date of this agreement, provide to the Department current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this agreement. Renewal certificates shall be provided within thirty (30) days of the expiration of the insurance. No payments shall be made under this agreement until acceptable documentation of insurance coverage is received. The minimum required coverages are:

- A. Commercial General Liability: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include the State of New Jersey as an "Additional Insured" and include the blanket additional insurance endorsement or its equivalent. The policy shall include coverage for contractual liability and products liability. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of the coverage.
- B. Automobile Liability Insurance, which shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per accident as a combined single limit. The State of New Jersey must be named as an "Additional Insured" and include the blanket additional insurance endorsement or its equivalent when the services being procured involve vehicle use on the State's behalf or on State controlled property.
- C. Worker's Compensation Insurance in accordance with the laws of the State of New Jersey and Employer's Liability Insurance with limits not less than: (i) \$1,000,000 Bodily Injury, Each Occurrence; (ii) \$1,000,000 Disease Each Employee; and (iii) \$1,000,000 Disease Aggregate Limit.
- D. These amounts may be raised when deemed necessary by the Department.

IV. Indemnification

The Grantee shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost including, where the agreement is funded, in whole or in part, by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, damages) arising, or claimed to arise, from, in connection with, or as a result of, the Grantee's performance, attempted performance, or failure to perform in connection with this agreement (collectively, "performance"), regardless of whether such performance was undertaken by the Grantee, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the Grantee had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage.

The Grantee (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The Grantee shall not assert any defense which would be available to the State but

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not to the Grantee, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. As soon as practicable after it receives a claim for damage made against it, the State shall notify the Grantee in writing and shall have a copy of such claim forwarded to the Grantee. The Grantee's indemnification and liability set forth herein is not limited by but is in addition to the insurance obligations contained in Section III above.

In the event of a patent and copyright claim or suit, the Grantee, at its option and sole expense, may (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the expended grant amount less a reasonable allowance for use that is agreed to by both parties.

This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this agreement.

V. Assignments and Subcontracts

The Grantee shall not subcontract any of the work or services covered by this agreement nor shall any interest be assigned or transferred, in whole or in part, except as may be provided for in this agreement or with the express written approval of the Department. Such approval, if granted, shall not relieve the Grantee of any of its responsibilities under this agreement. If the Grantee utilizes a subcontractor, the following shall apply:

- A. The Grantee shall submit to the Department a completed copy of Attachment F - Subcontractor List. The Grantee shall have a continuing obligation to update Attachment F - Subcontractor List during the course of this agreement. A complete and accurate list shall be submitted to the Department before final payment is made.
- B. The Grantee shall secure from the subcontractor and shall submit to the Department a copy of the subcontractor's New Jersey Business Registration Certificate as designated in Section IX of Attachment A - Authorizations and Disclosures.
- C. The Grantee shall be responsible for the subcontractor's performance, compliance with all applicable terms, conditions and requirements of this agreement, and compliance with all applicable laws.
- D. The Grantee shall ensure that any subcontract(s) entered into under this agreement meet(s) all applicable Federal requirements including, but not limited to, those delineated in 2 CFR Parts 25, 170, 175, 176, 180, 182, 200 and Appendix II to Part 200.
- E. The Grantee shall be responsible for any claims arising out of any subcontract hereunder, and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third-parties, which may arise under or as a result of the subcontract.
- F. If applicable, the Grantee shall provide, on a monthly and cumulative basis, a breakdown in accordance with the Approved Project Budget, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, PO Box 628, Trenton, NJ 08646.
- G. Nothing contained in the Grantee's application or this agreement shall be construed to create a contract or privity of contract between the Department and any of the Grantee's contractors or subcontractors.

VI. Availability of Funds

- A. The State of New Jersey appropriates funds on a fiscal year basis, which is a period running from July 1 through June 30. The Grantee recognizes and agrees that both the initial provision of funding and any continuation of such funding under this agreement are expressly dependent upon the availability to the Department of funds appropriated by the State Legislature, Federal revenue, or such other funding sources as may be available. The Department shall not be liable for any breach of this agreement which results from the unavailability of funds or the State Legislature's failure to appropriate the necessary funds.
- B. The parties understand that, at this time, this agreement is either fully or partly funded, as designated in Section II of Attachment A – Availability of Funds.

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VII. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this agreement shall be accomplished in a manner consistent with all applicable Federal and State requirements. All applicable Federal and State requirements shall be incorporated into any subcontracts under this agreement. Adherence to the standards contained in those applicable Federal and State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this agreement.

VIII. Property Management Standards

Property furnished by the Department or acquired in whole or in part with Federal or Department funds, or whose cost was charged to a project supported by Federal or Department funds, shall be utilized and disposed of in a manner consistent with State and/or Federal requirements, as applicable.

IX. Method of Payment

A. Payment under this agreement will be made upon submission by the Grantee of a properly executed Expenditure Report (Attachment C) and all invoices, bills, and other documents necessary to justify the payment.

1. If authorized, advance payment will be made to the Grantee upon the execution of this agreement by the Department if the Grantee has (i) submitted an Advance Payment Form (Attachment B-2) with an appropriate justification for the requested advance payment(s); and (ii) submitted a properly executed Expenditure Report (Attachment C).
2. Progress payments shall be made by the Department on a periodic basis as set forth in Section III(B) of Attachment A, Additional Provisions and Special Modifications - Method of Payment, only upon receipt of a properly executed Expenditure Report (Attachment C) and receipt of the required financial and narrative reports described in Section XVI of the General Terms and Conditions - Financial and Performance Reporting. Payment shall be made either in fixed amounts as determined by the Department to maintain an appropriate level of services or in the form of reimbursement of actually reported expenditures, as indicated in Section III(B) of Attachment A, Additional Provisions and Special Modifications - Method of Payment.
3. All or a portion of the grant may be withheld by the Department pending receipt of any required final report(s).

B. Unless otherwise specified in this agreement, all Expenditure Reports must be submitted by the Grantee no later than thirty (30) days after the end of the Work Period.

C. The Department shall withhold payment of any costs improperly incurred for failure to comply with the Scope of Services, State or Federal law, as applicable, or the terms and conditions of this agreement.

D. Grantee may not use any grant funds to satisfy any obligation arising outside the Work Period of this agreement.

X. Interest

A. The Grantee is required to deposit any advance payments received hereunder in insured accounts, whenever possible. The Grantee must maintain advance payments in interest-bearing accounts, unless this agreement is Federally-funded and one of the following applies:

1. The Grantee receives less than \$120,000 in Federal awards per year.
2. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
3. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
4. A foreign government or banking system prohibits or precludes interest bearing accounts.

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- B. If this agreement is Federally-funded, interest up to \$500 per year may be retained by the Grantee for administrative expense; any interest above \$500 per year must be remitted on a quarterly basis to the Department for return to the Federal government. If this agreement is funded by the State, interest above \$250 per year shall be reported to the Department but may be retained by the Grantee unless otherwise provided pursuant to this agreement.

XI. Allowable Costs

- A. Use of Funds - Grant funds are to be used solely for the purpose(s) described in the approved project Scope of Services appended to this agreement (Attachment D) and may not be used to satisfy any obligation arising outside the Work Period of this agreement. Reimbursement may be obtained only for costs described in the Approved Project Budget appended to this agreement (Attachment B). The Grantee shall follow and comply with all applicable State and Federal laws governing the use of grant funds and shall not utilize grant funds to undertake any activity for any purpose other than as set forth in this agreement.
- B. Disallowed Costs - Where the Grantee has been reimbursed by the Department for costs which are subsequently disallowed by the Department, the Grantee shall return the funds to the Department no later than thirty (30) days after the request. Where the Grantee fails to timely return the funds or appeals the disallowed costs, an interest charge shall be charged on the funds beginning thirty (30) days from the date the Grantee was notified of the debt. The interest shall continue to accrue while any appeal is underway. If the Grantee is successful in its appeal, the accrued interest will be canceled.

XII. Matching and Cost Sharing Requirements

If there are any matching and/or cost sharing requirements associated with this agreement or the source of funding, then, regardless of whether Federal funds are involved, the Grantee shall account to the satisfaction of the Department for these requirements in accordance with Federal and State requirements.

XIII. Program Income

"Program income" means gross income earned by the Grantee that is directly generated from agreement-supported activities or earned as a result of the grant award during the Work Period. Such earnings include, but are not limited to, income from fees for services performed, the use or rental of real or personal property acquired under the grant award, the sale of commodities or items fabricated under the grant award, license fees and royalties on patents and copyrights, and principal and interest on loans made with grant award funds.

Unless otherwise specified in this agreement, program income shall be anticipated to the extent possible and included in the Approved Project Budget (Attachment B) to offset the Total Project Amount. Program income that the Grantee did not anticipate at the time of the grant award must be used to reduce the grant award rather than increase the funds committed. The Department may negotiate agreement(s) with the Grantee regarding appropriate use of program income earned after the Work Period, as part of the Grant Closeout Procedures in Section XX of this Part.

However, all program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions made under this agreement shall inure to the State pursuant to Subsection XXV(E) of this Part.

XIV. Special Grant Conditions for "High Risk" Grantees

- A. A Grantee may be considered "high risk" if the Department determines that a Grantee:
1. Is not financially stable;
 2. Has a history of unsatisfactory performance;
 3. Has failed to comply with the terms and conditions of previous grant awards;
 4. Has a financial management system that fails to meet the standards set forth in Section XV of this Part, below; or
 5. Is not otherwise responsible.

The Department may also consider prior audit findings, the Grantee's management of prior grant awards, the extent to which any previously awarded grant funds will be expended prior to future awards, and the Grantee's ability to effectively implement statutory, regulatory, or other requirements applicable to performance under this agreement.

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- B. The Department may impose additional, specific, conditions upon Grantees that it considers to be “high risk.” Such conditions or restrictions shall correspond to the high risk condition, and may include:
 - 1. Requiring payments as reimbursements rather than advance payments;
 - 2. Withholding authority to proceed to the next phase of a project until receipt of evidence of acceptable performance within a given period;
 - 3. Requiring additional, more detailed financial reports;
 - 4. Requiring additional project monitoring;
 - 5. Requiring the Grantee to obtain technical or management assistance; or
 - 6. Establishing additional prior approvals.
- C. Should the Department decide to impose such conditions, the Department shall notify the Grantee as soon as possible, in writing, as to:
 - 1. The nature of the special condition(s)/additional requirement(s);
 - 2. The reason(s) why the special condition(s)/additional requirement(s) are being imposed;
 - 3. If applicable, the corrective actions necessary to remove the special condition(s)/additional requirement(s), and the time allowed for completing such actions; and,
 - 4. The method by which the Grantee may request reconsideration of the additional requirements imposed.
- D. The Department shall promptly remove any special condition(s)/additional requirement(s) once the conditions that prompted them have been corrected.

XV. Financial Management System

- A. The Grantee shall be responsible for maintaining an adequate financial management system, which shall provide for:
 - 1. Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.
 - 2. Accurate, current, and complete disclosure of the financial results of each project, agreement, or contract. For Federally-funded agreements, such disclosures shall be made in accordance with the reporting requirements set forth in 2 CFR 200.327 and 2 CFR 200.328.
 - 3. Records that adequately identify the source and application of funds for Department-supported activities, and that contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, expenditures, income and interest, and are supported by source documentation.
 - 4. Effective internal and accounting controls over, and accountability for, all funds, property, and other assets. The Grantee must adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 - 5. Comparison of actual outlays with budgeted amounts for all major cost categories on Attachment B - Approved Project Budget, and correlation of financial information with performance or productivity data, including the production of unit cost information.
 - 6. Accounting records that are supported by source documentation.
 - 7. Written procedures that minimize the time elapsing between the transfer of funds from the Department and the disbursement by the Grantee and, for Federally-funded agreements, implement the requirements of 2 CFR 200.305.
 - 8. Written procedures for determining reasonableness, allowability, and allocability of costs, consistent with the provisions of State and Federal requirements, as applicable, including Subpart E of 2 CFR 200 – Cost Principles, the appropriate Federal Agency Regulations for Grants and Agreements and Federal Agency Regulations, whichever would be applicable under Federal law, and the terms and conditions of this agreement.
- B. By execution of this agreement, the Grantee warrants and certifies that its accounting system meets the standards set forth herein and, for Federally-funded agreements, is consistent with Subpart E of 2 CFR 200 – Cost Principles,

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supports the accumulation of costs as required by those principles, and provides for adequate documentation to support costs charged to this agreement. Notwithstanding, the Department may require the submission of a Statement of Adequacy of Accounting System, to be made as an attachment to this agreement. A Statement of Adequacy of Accounting System is not required as part of this agreement.

- C. The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Grantee's system does not meet the standards described in Subsection A of this Section, additional information to monitor the agreement may be required by the Department upon written notice to the Grantee.

XVI. Financial and Performance Reporting

- A. Attachment B - Approved Project Budget, is the approved financial plan to carry out the purpose of this agreement. The budget shall be itemized to disclose specifically the agreement tasks and project activities to be funded.
- B. The Grantee shall submit Expenditure Reports (Attachment C) on a periodic basis as prescribed in Section VI of Attachment A – Financial and Performance Reporting, which compare actual expenditures with the Approved Project Budget (Attachment B). Expenditure Reports must be certified by the Grantee's Financial Officer.
- C. The Grantee shall submit performance reports on a periodic basis as prescribed in Section VI of Attachment A – Financial and Performance Reporting. Performance reports shall present the following information for each task under this agreement:
 - 1. a comparison of actual accomplishments to the objectives established in Attachments D - Scope of Services; D-1 - Project Requirements; and D-2 - Grantee's Proposal, for the reporting period;
 - 2. reasons why established goals were not met or tasks were not completed as scheduled, if appropriate; and
 - 3. other pertinent information, including a description of work performed during the reporting period, relevant literature citations, raw data generated, any modifications to the planned scope of work, and an anticipated work schedule for the next reporting period.

Performance reports shall include all available and relevant, quantitative data pertaining to production of project work units, completion of agreement tasks, and actual costs for each unit or task. Additionally, performance reports for Federally-funded agreements shall be completed in accordance with 2 CFR 200.328.

- D. The Grantee shall submit final Expenditure and performance reports on its overall performance under this agreement, as prescribed in Section VI of Attachment A – Financial and Performance Reporting.
- E. Extensions of reporting due dates may be granted upon written request to the Department.
- F. If reports are not submitted as required the Department shall, at its discretion, suspend payments on this agreement.
- G. If the Grantee has a history of unsatisfactory performance or the Grantee does not submit satisfactory reports, the Department may require additional and more detailed reports from the Grantee.

XVII. Monitoring Performance

- A. The Grantee shall continually monitor its performance under this agreement to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable and as defined in the following Attachments: D - Scope of Services; D-1 - Project Requirements; and D-2 - Grantee's Proposal.
- B. The Grantee shall inform the Department as soon as any of the following types of conditions affect project objectives and performance and shall describe the action taken, or contemplated, and the Department assistance needed, if any, to respond to any such condition:
 - 1. Problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the completion of project work units or agreement tasks within established time periods; and

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2. Favorable developments or events which enable meeting time schedules and goals sooner or at less cost than anticipated, or producing more or different beneficial results than originally planned.
- C. The Department may, at its discretion, make site visits to: review project accomplishments and management control systems; audit the financial records pertaining to this agreement; and provide such technical assistance as may be required.
- D. If the Grantee is not performing satisfactorily, the Department may require remedial measures necessary to fulfill the project requirements, including requiring the Grantee to obtain additional Department approvals before proceeding or requiring the Grantee to obtain outside technical or managerial assistance.

XVIII. Audit Requirements

- A. All agreements are subject to audit by the State, including by the State Comptroller and the Department. This agreement may be audited at the discretion of the State up to seven (7) years after the date of last payment under this agreement. Any such audit shall be made in accordance with applicable Federal and State requirements, and as to whether the Grantee has complied with Federal and State statutes, regulations, and the terms and conditions of any award. The Grantee shall comply with applicable Federal and State requirements for auditees.
- B. If the Grantee expends a total of \$750,000 or more in Federal financial assistance or State financial assistance within the Grantee's fiscal year, the Grantee must have an annual single audit or program-specific audit performed in accordance with Subpart F of 2 CFR Part 200 – Audit Requirements, and State Policy.
Grantees that expend less than \$750,000 in Federal or State financial assistance within their fiscal year, but expend \$100,000 or more in State and/or Federal financial assistance within their fiscal year must have either a financial statement audit or a program-specific audit performed in accordance with Generally Accepted Government Auditing Standards, Subpart F of 2 CFR Part 200 – Audit Requirements, and State Policy.
- C. Where an audit conducted hereunder indicates any noncompliance by the Grantee with the material terms and conditions of this agreement, the Grantee shall forthwith take corrective action. As a result of any audit hereunder, recommendations shall be made whether any costs incurred by the Grantee should be disallowed as beyond the scope or the purpose of this agreement, excessive, or otherwise impermissible. The Department retains the right to recover any disallowed expenditures, and the Grantee shall return to the Department any disallowed expenditures no later than thirty (30) days after the request.
- D. Copies of all audit reports involving this agreement must be sent to the Department's Internal Audit Unit at PO Box 420, 428 East State St, Trenton, NJ 08625-0420 and the Granting Agency identified in Section I of this agreement, Grant Award Data and Signatures.
- E. The provisions of this Section XVIII shall continue in full force and effect after the termination, expiration, or suspension of this agreement.

XIX. Agreement Amendment

If the Grantee wants to amend this grant, they must submit a written request to the Grant Officer designated in Section VIII of Attachment A - Agreement Amendment. Any amendment, whether requested by the Grantee or the Department, must be documented by completion of the Department's amendment form (DEP-076). The completed amendment form must be executed by authorized representatives of both parties in the same manner as this agreement, unless the amendment is of the types described in subparagraphs A, B, C, or D below. If the amendment is of the types described in subparagraphs A, B, C, or D below, then the Grant Officer may execute the amendment form by signing same in the designated place, and execution by authorized representatives of the Grantee or Department will not be required. However, any amendment to the Scope of Services, including but not limited to any increase in the amount of the Approved Budget, must be memorialized by a completed amendment form, executed by authorized representatives of both parties.

- A. The Grantee may obtain approval directly from the Grant Officer to transfer amounts of up to \$20,000 or 10% of the total agreement amount, whichever is less, from one direct cost category to another or from the indirect cost category to a direct cost category, as long as this transfer does not result in any change in the project's scope, Work Period, objective, or deliverables, and, for Federally-funded agreements, provided that such costs are allowable and that the

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transfer would not require the Department to seek Federal Agency approval pursuant to 2 CFR Part 200 or the appropriate Federal Agency Regulations for Grants and Agreements and Federal Agency Regulations, whichever would be applicable under Federal Law. If the total agreement amount is less than \$25,000, the Grant Officer may disregard the 10% limitation and approve transfers of up to \$2,500.

1. "Indirect costs" are those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. "Direct costs" are those which can be identified specifically with a particular final cost objective or that can be directly assigned to activities relatively easily with a high degree of accuracy.
 2. The amendment form documenting any budget revision shall clearly show and justify each change in each cost category, either on the form or on an attachment to it.
- B. The Department may reduce the Approved Project Budget and the Scope of Services so that they fairly reflect anticipated project expenditures and progress if:
1. The Department notifies the Grantee that the Grantee is making project expenditures or progress at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant or to fulfill the purposes of this agreement,
 2. The Department notifies the Grantee at least thirty (30) days in advance of any reduction,
 3. After consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of project expenditures or progress, and
 4. The Department considers the Grantee's fixed costs when making any reduction.
- C. The Grant Officer may approve no-cost time extensions to the Work Period or the due date of the final report in increments of six months or less, but not beyond any applicable time period for expending the source of funding. Written justification and documentation evidencing the need to extend the Work Period or the due date of the final report must be submitted to the Grant Officer at least thirty (30) days in advance of the scheduled end of the Work Period. The amendment form (DEP-076) documenting any no-cost time extension shall clearly show and justify the change, either on the form or on an attachment to it.
- D. The Grant Officer may approve proposed Grantee substitutions to the personnel and/or subcontractors identified and approved for this agreement, provided that, for Federally-funded agreements, the substitution would not require the Department to seek Federal Agency approval pursuant to 2 CFR Part 200 or the appropriate Federal Agency Regulations for Grants and Agreements and Federal Agency Regulations, whichever would be applicable under Federal Law. The Grantee must submit a written request to the Department which includes:
1. An explanation of the reasons why the original personnel/subcontractors cannot be provided;
 2. Vitae/credentials which demonstrate that the qualifications of the substitutions are equal to or better than the originally proposed personnel/subcontractors; and
 3. A declaration that the substitution will be provided at no additional cost to the State.

XX. Closeout Procedures

The closeout of this project shall mean the process by which the Department determines that all applicable administrative actions and all required work have been completed by the Grantee. This process shall include the following steps:

- A. The Grantee shall submit all reports as required and within the timeframes prescribed by this agreement. The Department may permit extensions when requested in writing by the Grantee;
- B. Extensions to the due date of the final report shall be made in accordance with Section XIX of the General Terms and Conditions – Grant Amendment.
- C. Unless otherwise specified, the Grantee shall, within thirty (30) days of the end of the Work Period, liquidate all obligations incurred under this agreement.
- D. The Grantee shall, within thirty (30) days of the end of the Work Period, refund to the Department any cash advanced but not committed to payment of eligible project costs in accordance with the Approved Project Budget (Attachment B).
- E. The Grantee shall refund to the Department any funds spent on costs which are disallowed by the Department, within thirty (30) days after the request.

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- F. The Department retains the right to recover any appropriate amount after fully considering any recommendation on disallowed costs resulting from an audit conducted in accordance with Section XVIII of this Part – Audit Requirements.
- G. The Grantee shall account for any property acquired with agreement funds or received from the Department in accordance with Section VIII of this Part - Property Management Standards.
- H. The Department may negotiate agreement(s) with the Grantee regarding appropriate use of program income earned after the Work Period.
- I. The Grantee shall comply with any additional closeout procedures, Federal or otherwise, applicable to this agreement, and/or identified by the Department as necessary.
- J. The Department retains the right to request any additional information necessary to close out this project and may retain any final payment until closeout procedures are completed on the part of the Grantee.

XXI. Termination, Expiration, and Suspension

- A. The following definitions shall apply for the purposes of this Section XXI, Termination, Expiration, and Suspension.
 - 1. Termination - The "termination" of this agreement shall mean the cancellation of assistance, in whole or in part, any time prior to the end of the Work Period.
 - 2. Expiration Date - The "expiration date" of this agreement is the date upon which the parties have fully performed under this agreement, or any applicable timeframe for expending the source of funding has expired.
 - 3. Suspension - The "suspension" of this agreement shall mean a temporary cessation of State support or assistance pending corrective action by the Grantee or pending a decision by the Department to terminate this agreement.
- B. Notwithstanding any provision or language in this agreement to the contrary, the Department may terminate this agreement at any time, in whole or in part, for the convenience of the State, upon no less than thirty (30) days written notice to the Grantee.
- C. If the Grantee fails to comply with any term, condition, requirement, or provision of this agreement, or fails to make sufficient progress so as to reasonably ensure completion of performance within the time frames set forth in this agreement, the Department may (1) suspend this agreement and withhold further payments; (2) prohibit the Grantee from incurring additional obligations of grant funds pending corrective action; or (3) decide to terminate this agreement, in whole or in part, upon ten (10) days written notice, in accordance with Subsection (d), below.
- D. If the Department suspends or terminates this agreement, an equitable adjustment in grant payment shall be made to the Grantee for reasonable, nonrefundable expenditures or contractual obligations incurred by the Grantee which cannot be canceled for commitments made prior to the effective date of such suspension or termination, not in anticipation of it, and which would have been allowable had this agreement not been suspended or terminated. Additionally, the Department may, at its sole discretion, allow Grantee to incur additional costs that could not be reasonably avoided.
- E. The Department and the Grantee may terminate this agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon the termination conditions, including the date on which the termination shall take effect and, in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the date on which the termination shall take effect, and shall cancel as many outstanding obligations as possible.
- F. The closeout procedures described in Section XX of this Part - Closeout Procedures, shall apply in all cases of termination of this agreement.

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XXII. Access to Records

- A. The Grantee agrees to make available to the Department, the Office of the State Comptroller, any other State auditor, and any of their duly authorized representatives, and, for Federally-funded agreements, any Federal agency whose funds are expended in the course of this agreement, Inspectors General, and the Comptroller General of the United States, and any of their duly authorized representatives, such pertinent records, books, documents, and papers as may be necessary to monitor and audit the Grantee's operations under this agreement.
- B. Whenever reasonable and practical, the State shall give reasonable notice to the Grantee prior to any visitation, inspection, or audit, including any visitation or request for documentation in discharge of the State's responsibilities. However, the State retains the right to make unannounced visitations, inspections, and audits as deemed necessary during normal business hours.
- C. The State reserves the right to have access to records of any subcontractor and requires the Grantee to provide the State access to such records in any contract with the subcontractor.
- D. The State reserves the right to have access to all work papers produced in connection with audits made by the Grantee or by independent certified public accountants or municipal accountants hired by the Grantee to perform such audits.
- E. The provisions of this Section XXII shall continue in full force and effect after the termination, expiration, or suspension of this agreement.

XXIII. Record Retention

- A. The Grantee shall retain records relevant to this agreement, including but not limited to, financial and programmatic records, supporting documents, and statistical records, for a period of seven (7) years from the date of last payment under this agreement, or such longer period as any applicable State or Federal statute may require, except:
 - 1. If any litigation, claim, or audit is started before the end of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 - 2. Records for nonexpendable property acquired with Federal or Department funds shall be retained for seven (7) years after final disposition.
 - 3. When the Grantee is notified in writing by the Department to extend the retention period.
- B. The State may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and will make arrangements with the Grantee to retain any records that are continuously needed for joint use.
- C. The provisions of this Section XXIII shall continue in full force and effect after the termination, expiration, or suspension of this agreement.

XXIV. Approvals and Authorizations

- A. Unless specifically stated otherwise, wherever this agreement requires the approval or authorization of the Department, that approval or authorization must be given in writing by the Commissioner of the Department, by the authorized delegate who signed this agreement, or by said delegate's successor or superior, if any.
- B. If the Grantee is a municipal or county government agency, the Grantee must submit with this agreement a copy of an ordinance or resolution, duly enacted by the governing body of that municipal or county government agency, or of the municipality or county, authorizing execution of this agreement. If the Grantee is a corporation or other business entity, the Grantee must submit with this agreement a corporate resolution or other authorization, duly adopted by its board of directors, board of trustees, or equivalent governing body, authorizing execution of this agreement. The Department will not make any payments until such ordinance, resolution, or authorization is received.
- C. If the Grantee is neither a government agency nor a corporation, and if the Grantee has neither a residence nor a place of business in New Jersey, then the Grantee irrevocably appoints the Commissioner of the Department to receive process in any civil action, which may arise out of or as a result of this agreement. Within ten (10) days of receipt of any such process, the Commissioner shall transmit it by certified mail to the Grantee at the address shown in this agreement.

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XXV. Miscellaneous Provisions

- A. Governing Law: It is agreed and understood that this agreement shall be governed and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of New Jersey including but not limited to the Contractual Liability Act, N.J.S.A 59:13-1 et seq.
- B. Conflict of Terms: In the event of any conflict, the order of precedence shall be: (1) the General Terms and Conditions of this agreement; (2) the Project Requirements (Attachment D-1), (3) any State Agency application form or specific correspondence describing the project and/or soliciting a Grantee proposal; (4) the Scope of Services (Attachment D); and (5) the Grantee's proposal (Attachment D-2). However, consistency with State and Federal law, as applicable, shall always have precedence in any conflict with the terms of this agreement.
- C. Performance: The Grantee warrants that it is aware of the work required to be performed under this agreement, that it has the capabilities and credentials required by this agreement, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this agreement.
- D. Disclaimer of Agency Relationship: The Grantee's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in this agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Grantee or its subcontractors.
- E. Intellectual Property Rights: If the Grantee, in the course of its duties under this agreement, develops any invention, apparatus, computer program, discovery, or other intellectual property, the State will own the entire right, title and interest throughout the world to each such property right and to patents and copyrights protecting the same, subject to any Federal interest, as applicable. The State's ownership shall be unaffected by any assignment, suspension, termination, or expiration of this agreement.
- F. Captions and Headings: Captions and headings used in this agreement are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.
- G. Severability: If any term or provision of this agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any remaining part nor the validity of any other term or provision shall in any way be affected by such holding.
- H. Entire Agreement: The parties understand and agree that all prior understandings and agreements between them regarding performance of the obligations described herein are merged into this written grant agreement, which supersedes all such prior understandings and agreements. Neither party enters into this agreement in reliance on any statement or representation of the other which is not reiterated herein.
- I. Successors and Assigns: This agreement shall be binding upon any successors or assigns of the Grantee. The State may, in its sole discretion, reject any proposed successor or assignee of the Grantee.
- J. Counterparts: This agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which, taken together, shall constitute one and the same instrument.
- K. Notices: All notices, certificates, and other documents ("notice") to be given by one party to the other shall be in writing and shall be delivered to the other party. Any such notice shall be delivered to the address of the Grantee or the Granting Agency shown on Page 1 of this agreement (General Terms and Conditions, Section 1- Grant Award Data and Signatures), by overnight courier service or by regular first class, certified, or registered mail, postage prepaid. If mailed, said notice shall be deemed to have been received five (5) days after its deposit in the United States Mail; and, if given otherwise, said notice shall be deemed to have been received when delivered to the party to whom it is addressed.

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GENERAL TERMS AND CONDITIONS

- L. Waiver of Breach: A waiver by either party of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.
- M. Gender and Number: Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.
- N. Waiver of Jury Trial: In the event of litigation, the Grantee waives any right it may have to a trial by jury.
- O. Change in Tax Status: Unless a government agency, the Grantee shall notify the Department immediately should there be any change or expected change in the Grantee's tax status as recognized by the U.S. Internal Revenue Service.
- P. Change in Ownership: If, during the term of this agreement, the Grantee shall merge with or be acquired by another entity, change or dissolve its business or corporate structure, or otherwise change ownership, the Grantee shall provide notice to the Department in the manner provided by this agreement within thirty (30) days of said change, and shall provide such documents as may be requested by the Department including, but not limited to, an updated corporate resolution ratifying this agreement or a revised version of any attachment incorporated in this agreement. At the Department's sole discretion, a change in ownership or a failure to comply with the terms of this Subparagraph shall constitute cause for termination in accordance with Section XXI of the General Terms and Conditions – Termination, Expiration and Suspension.
- Q. Applicability of Provisions Excluded from the Agreement: Failure to expressly reference any applicable Federal or State regulation, statute, public law, Executive Order, agency directive or OMB Circular will not exempt either party from compliance with such applicable law or regulation, and all applicable provisions not included will be deemed as inserted herein.

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ATTACHMENT A
Page 1 of 4

**GRANT AGREEMENT
BETWEEN**

**(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER:**

ADDITIONAL PROVISIONS AND SPECIAL MODIFICATIONS

This Attachment A outlines the responsibilities established by the terms, conditions, requirements, and provisions of Part 1 of this agreement - General Terms and Conditions. Any modifications to the General Terms and Conditions of this agreement are set forth in Section XII, below.

I. Insurance (See Section III of the General Terms and Conditions of this agreement - Insurance.)

A. The Grantee maintains and must continue to maintain the required insurance coverages as follows:

1. comprehensive general liability

- ☐ insurance
☐ self-insurance
☐ not required

2. automobile liability

- ☐ insurance
☐ self-insurance
☐ not required

3. worker's compensation

- ☐ insurance
☐ self-insurance
☐ not required

4. employer's liability

- ☐ insurance
☐ self-insurance
☐ not required

B. Certificates of insurance or documentation of self-insurance

- ☐ are on file with the Department.
☐ will be forthcoming within 30 days after the effective date of this agreement.
☐ are not required

NOTE: No payment can be made until the Department has received acceptable documentation of these required coverages.

II. Availability of Funds (See Section VI of the General Terms and Conditions of this agreement - Availability of Funds.)

Based upon funds available to the Department in the State's fiscal year, this agreement is

- ☐ fully funded.
☐ partially funded in the amount of \$

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ATTACHMENT A
Page 2 of 4

III. Method of Payment (See Section IX of the General Terms and Conditions of this agreement - Method of Payment.)

- A. Advance payment, if justified and itemized in Attachment B-2 - Advance Payment, is
☐ authorized, in total, for \$
☐ not applicable.
- B. Progress payments
☐ shall be made on a _____ (e.g. mo./qtr./deliverable) basis for \$ _____ per payment.
☐ shall be based on actual expenditures submitted on a _____ (e.g. mo./qtr.) basis accompanied by receipts.
☐ shall be made on submission of deliverables in accordance with the project specifications and requirements.
☐ are not applicable.
- C. Final payment of _____ (amount or description)
☐ shall be withheld pending receipt of all final reports.
☐ is not applicable.
☐ (other, specify)

NOTE: No payment can be made unless an Expenditure Report (Attachment C) is submitted with appropriate justification, receipts, etc. and all reporting requirements are met as specified in this agreement.

IV. Matching and Cost Sharing Requirements (See Section XII of the General Terms and Conditions of this agreement - Matching and Cost Sharing Requirements.)

- ☐ The Grantee shall provide the matching or cost sharing amounts indicated in Section I of the General Terms and Conditions of this agreement - Grant Award Data and Signatures, and described further in Attachment B - Approved Project Budget.
☐ Matching and cost sharing requirements do not apply.

V. Certification of Adequacy of Accounting System (See Section XV of the General Terms and Conditions of this agreement - Financial Management System.)

- A. Attachment G - Statement of Adequacy of Accounting System
 must be completed by the Financial Officer identified in Section I of the General Terms and Conditions of this agreement - Grant Award Data and Signatures.
 is not required.
- B. Expenditure Reports shall be prepared in a manner consistent with the Grantee's normal accounting records, which are kept on
 a cash basis.
 an accrual basis.
 modified accrual basis.
 (other, specify)

VI. Financial and Performance Reporting (See Section XVI of the General Terms and Conditions of this agreement - Financial and Performance Reporting.)

- A. All Expenditure Reports must be certified by the Financial Officer.
- B. Periodic Expenditure Reports shall be submitted
☐ _____ days following the end of the _____ (e.g. mo./qtr.). Quarter shall be defined as January through March, April through June, July through September and October through December.
 (other, specify)
- C. Performance reports shall be submitted on a _____ (e.g. quarterly/annual) basis. These reports shall be submitted no later than _____ days after the end of each _____ (e.g. quarter/year). Quarter shall be defined as set forth in paragraph B above.
- D. Final Expenditure and performance report, shall be submitted by the Grantee no later than
 the Grantee's completion of all agreement tasks
 the end of the Work Period

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ATTACHMENT A
Page 3 of 4

VII. Audit Requirements (See Section XVIII of the General Terms and Conditions of this agreement - Audit Requirements.)

A. Pursuant to State and Federal Requirements, the Grantee is

- ☐ required to have an annual single audit or program-specific audit (expenditures \geq \$750,000/fiscal year)
☐ required to have a financial statement audit or program-specific audit (expenditures between \$100,000-\$749,999/fiscal year)
☐ not required to have an annual single audit, a financial statement audit or a program-specific audit (expenditures $<$ \$100,000/fiscal year)

B. The Department's records show the Grantee's fiscal year ends on . The Grantee shall notify the Department immediately if this date is incorrect or is changed.

C. Copies of all audit reports must be submitted to DEP, Internal Audit Unit at PO Box 420, 428 East State St., Trenton, NJ, 08625-0420 and to the Granting Agency identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures, not later than nine months after the close of the Grantee's fiscal year.

VIII. Agreement Amendment (See Section XIX of the General Terms and Conditions of this agreement - Agreement Amendment.)

All revisions and modifications must be submitted, in writing, to (name) , (title)
or the successor to that position (the "Grant Officer").

IX. Authorizations and Disclosures (See Section XXIV of the General Terms and Conditions of this agreement - Approvals and Authorizations.)

A. The Grantee is

- ☐ a local government agency.
☐ a New Jersey corporation.
☐ an out-of-state corporation.
☐ (other, specify).

B. Appended hereto as Attachment E - Governing Body Resolution, Corporate Resolution or LLC Resolution, is

- ☐ a governing body resolution.
☐ a corporate resolution.
☐ an LLC resolution.
☐ no resolution.

C. A Business Registration Certificate for Grantee's subcontractors to do business in New Jersey

is attached to this agreement.
is on file with the Department.
will be submitted.
is not applicable.

NOTE: No payment can be made until the Department has received all documents required under this Section IX, Authorizations and Disclosures

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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ATTACHMENT A
Page 4 of 4

X. Modifications to General Terms and Conditions

The General Terms and Conditions of this agreement are changed, supplemented, or deleted ("modified") as specified in this Section X, which supersedes inconsistent terms, conditions, requirements, or provisions contained elsewhere in this agreement. If all modifications do not fit on this page, the numeral "4" in the phrase "of 4" in the header of each page of this Attachment A must be changed to equal the total number of pages in this Attachment A, and each new page must be identified and successively numbered in the same manner as the first four pages.

- ☐ This Section X does not contain modifications to the General Terms and Conditions of this agreement.
- ☐ This Section X does contain modifications to the General Terms and Conditions of this agreement, as follows,
and Attachment A now comprises pages.

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Page 1 of 1**GRANT AGREEMENT
BETWEEN****(Name of Grantee)****AND****THE STATE OF NEW JERSEY****BY AND FOR****THE DEPARTMENT OF ENVIRONMENTAL PROTECTION****GRANT IDENTIFIER:****APPROVED PROJECT BUDGET**

EXPENSE CATEGORY	TOTAL BUDGET	FEDERAL	STATE	GRANTEE ("MATCH")	OTHER
A. Personnel Costs					
Salaries					
Fringe Benefits					
B. Consultants and Subcontractors					
C. Other Costs Specify below					
▪					
▪					
▪					
▪					
▪					
D. Audit					
Subtotal Direct Costs					
Less Program Income (enter as negative)					
Total Direct Costs					
Indirect Costs (indicate rate:)					
TOTAL PROJECT AMOUNT *					

* Total Project Amount must equal the amounts indicated under General Terms and Conditions, I. Grant Award Data and Signatures, Source of Funds, "Total Approved Project Amount" (page 1)

TOTAL GRANT AMOUNT is ☐ the sum of "Federal" column for a total of \$

☐ the sum of "Federal" and "State" columns for a total of \$

☐ the sum of "Federal", "State" and "Other" columns for a total of \$

The sums identified in the "Total Budget" column are itemized and justified in (check one or more as appropriate)

- ☐ Attachment D - Scope of Services, on page(s) .
- ☐ Attachment D-2 - Grantee's Proposal, on page(s) .
- ☐ Attachment B-1 - Itemization and Justification of Budget, comprising page(s).

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Page 1 of 2**GRANT AGREEMENT
BETWEEN**

(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER:**ADVANCE PAYMENT**

If Attachment A provides for an advance payment, an itemization, explanation, and justification must be provided on this Attachment B-2, comprising page(s), including this page.

Item Description	<u>Budget for Advance Payment</u>	Item Cost
TOTAL ADVANCE PAYMENT		

% of Approved Project Budget

% of Total Grant Amount ☐ Grant is sum of Federal funds
☐ Grant is sum of Federal and State funds
☐ Grant is sum of Federal, State, and Other funds

Justification for Advance Payment

Explain, **in detail**, the necessity for the advance payment, how it will be spent, and provide **good cause** for why this payment must be made before the Grantee's performance of its obligations under this agreement can commence.



New Jersey City University

2039 Kennedy Blvd, Jersey City, NJ 07305, Office # 201-200-3559,

Email: pbartole@njcu.edu

Date: Thursday, July 08, 2021

To: Ray Papalski, NJDEP

From: Patrick M. Bartole, CAFM - Automotive Fleet Manager

Copy: Peg Hanna, Melissa Evanego, Kris Dahl, NJDEP

Subject: Volkswagen Mitigation Grant Project for Transportation Electrification

New Jersey City University (NJCU) has completed the required forms (attached) as requested by NJDEP for Volkswagen Mitigation Grant Project. NJCU is very excited and motivated to move forward with NJDEP funding this grant project for sustainability.

NJCU does not have the budget funding to front the total cost of this project and we are requesting the advance payment option for NJDEP to front NJCU 75% of the total project costs to move forward.

As per NJDEP's email, the grant awarded total amount is \$744,000.00 for (1) shuttle bus, (1) electric box truck, (2) level 3 fast chargers, and infrastructure installations. All quotes are attached and summarized in a spreadsheet.

The actual cost will be determined once the grant agreement is executed and NJCU goes out to bid as required by state procurement law for anything over \$34,400. Unless using a NJ State, Cooperative, or GSA contract(s).

The estimated lead time for the project once approved:

1. Electric vehicles - 9 to 12 months,
2. EV chargers - 12 to 16 weeks, &
3. Infrastructure - 8 to 12 weeks, after EV chargers delivered.

Attached forms:

- NJCU letter to NJDEP
- Completed Application Form
- Completed Project Information Form
- All necessary quotes for the project – 3 per equipment type/charger/infrastructure solicitation as required by state procurement law.

Yours Respectfully,

Patrick M. Bartole, CAFM - Cell# 201-832-4868

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Page 1 of 1**GRANT AGREEMENT
BETWEEN**

(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER:**EXPENDITURE REPORT: For the period beginning _____ and ending _____**

EXPENSE CATEGORY	APPROVED PROJECT BUDGET	PREVIOUSLY REPORTED CUMULATIVE EXPENDITURES	EXPENDITURES INCURRED DURING THE CURRENT PERIOD	CUMULATIVE EXPENDITURES	UNEXPENDED BALANCE
A. Personnel Costs					
Salaries					
Fringe Benefits					
B. Consultants and Subcontractors					
C. Other Costs					
Specify below:					
▪					
▪					
▪					
▪					
D. Audit					
Subtotal Direct Costs					
Less Program Income (enter as negative)					
Total Direct Costs					
Indirect Costs (indicate rate _____)					
TOTAL PROJECT AMOUNT					

CERTIFICATION BY FINANCIAL OFFICER

I certify that the above expenditures for the period are accurate as stated, that all procurements or expenditures for which payment is requested have been made in accordance with the standards contained in this agreement as well as all applicable Federal and State laws, and that each obligation for which an expenditure is listed arose during the Work Period.

CERTIFICATION FOR FEDERALLY-FUNDED AGREEMENTS

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State and/or Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Date: _____

Signature: _____

Name: _____

Title: _____

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ATTACHMENT D
Page 1 of

**GRANT AGREEMENT
BETWEEN**

**(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER:

SCOPE OF SERVICES

The Scope of Services for this agreement incorporates the Grantee's proposal, as approved by the Department (Attachment D-2); any project requirements delineated in Attachment D-1 - Project Requirements; and any modifications, amendments, and additions thereto. In case of conflict among the provisions of Attachments D, D-1, and D-2, the order of priority shall be: (1) Attachment D-1 - Project Requirements, (2) Attachment D - Scope of Services, (3) Attachment D-2 - Grantee's Proposal. This Attachment D comprises pages, including this pages.

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ATTACHMENT D
Page 2 of

**GRANT AGREEMENT
BETWEEN**

**(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER:

SCOPE OF SERVICES Continued



NJDEP Equipment Modernization Program (NJEMP) POST INSTALLATION VERIFICATION FORM - REPLACEMENTS

ENTITY NAME:

ADDRESS:

I hereby certify (a check mark in each box to indicate acceptance):

That the equipment identified below has been replaced by the equipment supplier as per their previously approved quote.

That the old equipment has been decommissioned, rendering it unusable, through:

a hole drilled in the engine block of no less than 3" x 3", and

disabling the chassis by cutting completely through the frame/frame rails on each side of the vehicle/equipment at a point located between the front and rear axles.

Photographic proof prior to decommissioning equipment will be submitted, where the proof of the state of the equipment prior to drilling a hole (picture of the engine block), and prior to disabling the chassis (picture of the side profile of the vehicle) will be visible, as well as the VIN tag and engine tag (serial number, engine family number, and engine model year).

Photographic proof of equipment will be submitted, where the proof of engine block hole and cut chassis/frame rails will be visible, as well as the VIN tag and engine label.

The new equipment will be kept in a well-maintained condition and tuned according to the recommendations by the equipment manufacturer.

That my equipment is subject to inspection to verify that the old equipment has been properly decommissioned, and that the new equipment is operating properly.

The piece of equipment must always use Ultra Low Sulfur Diesel (ULSD) fuel (if applicable).

That all the above conditions will be followed. Any deviation will be considered a breach in the agreement and all monies spent on the purchase of the equipment may have to be returned to NJDEP.

Equipment Type	Equipment Year	Equipment Make	Equipment Model	VIN or Equipment Serial Number	Engine Model Year	Engine Make	Engine Model	EPA Engine Family Number	Engine Serial Number	Tier Level	HP	Fuel Usage (gallons/year)	Hour Usage (hours/year)
Old Equipment (Decommissioned)													
New Equipment (Replacement)												New Equipment Cost:	
Old Equipment (Decommissioned)													
New Equipment (Replacement)												New Equipment Cost:	
Old Equipment (Decommissioned)													
New Equipment (Replacement)												New Equipment Cost:	
Old Equipment (Decommissioned)													
New Equipment (Replacement)												New Equipment Cost:	
Old Equipment (Decommissioned)													
New Equipment (Replacement)												New Equipment Cost:	

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ATTACHMENT D-1
Page 1 of

**GRANT AGREEMENT
BETWEEN**

**(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER:

PROJECT REQUIREMENTS

Listed below are specific requirements, including special conditions, of the program and the project covered by this agreement. The Grantee shall comply with the requirements set forth below, as well as any requirements of the program's enabling legislation and any rules and regulations promulgated pursuant thereto.

This Attachment D-1 comprises page(s), including this page.

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ATTACHMENT D-1
Page 2 of

**GRANT AGREEMENT
BETWEEN**

**(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER:

PROJECT REQUIREMENTS Continued

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ATTACHMENT D-2
Page 1 of

**GRANT AGREEMENT
BETWEEN**

**(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER:

GRANTEE'S PROPOSAL

The Grantee's project proposal, as approved by the Department and comprising pages, including this page, is incorporated into this agreement as this Attachment D-2. Except as modified, amended, or supplemented by this agreement, this Attachment D-2 describes the assignment tasks and project work units which the Grantee shall perform and deliver pursuant to this agreement.



NJDEP Equipment Modernization Program (NJEMP) Application Form (AF)

Overview

Equipment owners interested in applying for funding assistance from the NJDEP Equipment Modernization Program for replacement of equipment and/or the purchase and installation of electric charging stations to support this equipment, must complete this NJEMP Application Form. The electronically completed form should be submitted to the NJEMP Program Manager at email StopTheSoot@dep.nj.gov. If you need assistance, please contact the Program Manager at (609) 292-7953.

Replacement Equipment Requirements

- All State and Federal procurement rules must be followed, which include obtaining a minimum of three bids, and submitting copies of the bids to the Grant Officer.
- Equipment must be owned by the applicant (not leased).
- The equipment identified for replacement must be used at least 50% of the time within NJ.
- New replacement equipment must be used a minimum of 50% of its operating hours on a current or planned project in New Jersey.
- To qualify for reimbursement the equipment being replaced must be permanently decommissioned. This means that a 3-inch by 3-inch hole must be drilled in the engine block, and the chassis must be disabled by completely cutting through the frame/frame rails on each side at a point located between the front and rear axles.
- Equipment may be subject to random and scheduled inspections to verify that the old equipment has been properly decommissioned, and that the new equipment is operating properly.
- The equipment must be kept in a well-maintained condition and tuned according to the recommendations of the equipment manufacturer.
- The equipment must continue to be operated in New Jersey for not less than a period of 5 years after purchase.
- The applicant must submit an Expenditure Report with all appropriate documentation for reimburse. If applicable, progress payment requests may be submitted on a quarterly basis.
- If all grant instructions are not followed (i.e. documentation and reporting requirements, equipment usage, etc.), the equipment owner may be liable for repayment of all grant monies.
- **To ensure reimbursement under this program, do not purchase new equipment or decommission old equipment until NJDEP has approved this application and has finalized a grant agreement between NJDEP and the applicant.**

Infrastructure Requirements (electric charging stations)

- All State and Federal procurement rules must be followed, which include obtaining a minimum of three bids, and submitting copies of the bids to the Grant Officer.
- The charging station(s) must be installed in New Jersey.
- The charging station(s) must be owned by the applicant (not leased).
- The charging station(s) must continue to be operational in New Jersey for not less than a period of 5 years after purchase.
- The applicant must submit an Expenditure Report with all appropriate documentation for reimburse. If applicable, progress payment requests may be submitted on a quarterly basis.
- Eligible costs include purchase and installation of charging stations, and a maintenance agreement for up to 5 years.
- **To ensure reimbursement under this program, do not purchase or begin installing charging stations until NJDEP has approved this application and has finalized a grant agreement between NJDEP and the applicant.**



For each application approved, reimbursement will occur only after the work has been completed in a manner that satisfies the NJDEP grant criteria. All fields are required to be completed. Failure to include required information may delay processing of your grant application or denial of a grant. If you have any questions, please contact the NJDEP Fleet Modernization Program Manager at email StopTheSoot@dep.nj.gov or at (609) 292-7953.

NJDEP Equipment Modernization Program

APPLICANT INFORMATION

NJ Vendor ID Number: (Obtain from NJStart)	Application Date:
Required to begin processing this application	
Applicant:	

Applicant Type** (Check only one):

Government	Corporation	Limited Liability	Other
<input type="checkbox"/> State	<input type="checkbox"/> New Jersey Corp.	<input type="checkbox"/> LLC (Company)	<input type="checkbox"/> Partnership
<input type="checkbox"/> County	<input type="checkbox"/> Out-of-State Corp.		<input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Municipal			

**If the Grantee is outside of New Jersey, the Grantee must obtain a certificate of authority to do business in New Jersey from the [Department of Treasury](#) and file a copy with the Grant Officer.

Mailing Address Line 1:

Mailing Address Line 2:

City:	State:	Zip:
Contact Person:	Phone:	Email:
Application Preparer (If different than applicant):	Phone:	Email:

DUNS Number:
(Obtain from [here](#))

Financial Officer's Name:	Title:
Grant Executor's Name:	Title:
(Person authorized to sign the grant agreement on behalf of the applicant)	
Resolution Certifier's Name:	Title:
(Person that will sign to certify that the resolution to accept the funding was passed. This person cannot be the same as the Grant Executor.)	

Type of Governing Body (Check only one):

☐ Mayor and Council
 ☐ Township Committee
 ☐ Board of Commissioners
 ☐ Board of Trustees
☐ Board of Freeholders
☐ Board of Directors
☐ Other: _____



STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
AIR QUALITY, ENERGY & SUSTAINABILITY



Accounting Method: ☐ Cash ☐ Modified Accrual ☐ Accrual ☐ Other

Date Fiscal
Year Ends:

Accounting System: Automated Manual Combo

Insurance: The Grantee maintains and must continue to maintain the required insurance coverages as follows: (Check your coverage)	1. Comprehensive general liability <input type="checkbox"/> Insurance <input type="checkbox"/> Self-insurance <input type="checkbox"/> Not required	3. Worker's compensation <input type="checkbox"/> Insurance <input type="checkbox"/> Self-insurance <input type="checkbox"/> Not required
	2. Automotive liability <input type="checkbox"/> Insurance <input type="checkbox"/> Self-insurance <input type="checkbox"/> Not required	4. Employer's liability <input type="checkbox"/> Insurance <input type="checkbox"/> Self-insurance <input type="checkbox"/> Not required
Certificates of insurance or documentation of self-insurance:	<input type="checkbox"/> Are on file with the Department. <input type="checkbox"/> Will be forthcoming within 30 days after the effective date of the agreement. <input type="checkbox"/> Other (explain)	

Applicant Reimbursement:

- | | | |
|---------------------------------------------------------------------------------|-----|----|
| 1. Will the applicant submit for reimbursement in one lump sum?* | YES | NO |
| 1. Will the applicant submit for reimbursement in partial or progress payments? | YES | NO |

Entity Risk:

- | | | | |
|-----------------------------------------------------------------------------------------------------------------------|-----|----|-----|
| 1. Does the applicant have prior experience with similar programs? | YES | NO | N/A |
| 2. Did the applicant adhere to all terms and conditions of prior grant awards? | YES | NO | N/A |
| 3. Did the applicant and its staff members respond to State requests timely during prior grant awards? | YES | NO | N/A |
| 4. Did the applicant's key staff members attend required trainings and meetings during prior grant awards? | YES | NO | N/A |
| 5. Does the applicant maintain policies which include procedures for assuring compliance with the terms of the award? | YES | NO | N/A |
| 6. Does the applicant plan on incurring any in-kind services (consultant fees, etc.)? | YES | NO | |

Applicant Signature

Signature (Authorized Representative)

Print Name / Title

Date

**In order for the applicant to receive the full reimbursement amount in one lump sum, the applicant must expend an amount equal to or greater than the reimbursement amount on equipment (down payment, payment for delivery, etc.*



STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
AIR QUALITY, ENERGY & SUSTAINABILITY



**New Jersey Clean Construction Program
Grant Application -- Project/Equipment Information Form**

Please Note: A Separate Grant Application Project/Equipment Information Form must be completed for each NJ Project location.

NEW JERSEY PROJECT INFORMATION (project in NJ where the new equipment will be used)

Applicant Name: _____

NJ Project Description: _____

NJ Project Address Line 1: _____

NJ Project Address Line 2: _____

City _____ **County** _____ **State:** New Jersey **Zip Code:** _____

Latitude: _____ **Longitude:** _____ **Geocode:** _____

Project Start Date: _____ **Project End Date:** _____

Location's Primary Type (Check only One):

☐ Car Dealer ☐ Hotel/Motel ☐ Leisure Destination ☐ Office Building/Complex
☐ Public Parking Lot/Garage ☐ Residential/Apartment/Condo ☐ Retail ☐ Rest Stop
☐ School/College/University ☐ Shopping Center/Mall ☐ Transit Center
☐ Other: _____

If equipment is being replaced for the above NJ Project, please complete the Replacement Equipment section of this form.

If electric charging stations are being purchased and installed to support the new equipment for the above project, please complete the Infrastructure Equipment section of this form.



STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
AIR QUALITY, ENERGY & SUSTAINABILITY



**New Jersey Clean Construction Program
Grant Application -- Project/Equipment Information Form**

REPLACEMENT EQUIPMENT – Current Equipment Information

Applicant Name: _____

NJ Project Description: _____

Current Equipment Information												
Equipment Type	Equipment Make	Equipment Model	Serial Number	Engine Make	Engine Model	Engine Model Year	EPA Engine Family Number	Horse-power	Current Tier Level	Fuel Type	Amount of Fuel used (gal/year)	Annual Usage Rate Hours

If additional lines are needed to enter current equipment information, please contact the NJ Clean Construction Program Manager at email StopTheSoot@dep.nj.gov or at (609) 292-7953.



STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
AIR QUALITY, ENERGY & SUSTAINABILITY



**New Jersey Clean Construction Program
Grant Application -- Project/Equipment Information Form**

INFRASTRUCTURE EQUIPMENT (Electric Charging Stations)

Applicant Name: _____

NJ Project Description: _____

Quantity	Level	# of Ports	Output (Kilowatts)	Make	Model	Connector Type	Network

If additional lines are needed to enter current equipment information, please contact the NJ Clean Construction Program Manager at email StopTheSoot@dep.nj.gov or at (609) 292-7953.

Level – Examples: Level 1, Level 2 and DCFC (fast charger)

of Ports—Number of ports that can be used at the same time. Example: if a charger is a dual-standard charger with two ports but only one can be used at a time, it should be considered one port.

Connector Types – Examples: CHADEMO, J1772COMBO, CHADEMO J1772, and CHADEMO J1772 J1772 COMBO

Network – Examples: Non-Networked, ChargePoint, eVgo Network, Greenlots, Blink Network



STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
AIR QUALITY, ENERGY & SUSTAINABILITY



**New Jersey Clean Construction Program
Grant Application -- Project/Equipment Information Form**

APPLICANT SIGNATURE

Patrick Bartole


Signature (Authorized Representative)

Print Name / Title

Date

For NJDEP Use Only

Request ID _____

		NJDEP Project for Transportation Electrification at New Jersey City University					
					NJDEP Approved Budget		
					Electric Shuttle Bus	Infrastructure	\$496,000.00
					Electric Box Truck		\$248,000.00
No.	DESCRIPTION	QUOTE DATE	VENDOR	ITEM	AMOUNT	Comments	
1	EV Level 3 Chargers and Infrastructure Installation (turn-key)	8/25/2021	LillyPad EV	Level 3 Chargers/Infrastructure	\$333,732.00	Sourcewell Contract #: 051017-LPE	
2	Electric Box Truck on E-450 Chassis	9/3/2021	Phoenix Motorcars	Electric Box Truck	\$218,449.00	Sourcewell Contract # 060920-NAF	
3	Electric Shuttle Bus on E-450 Chassis ADA Compliant	10/7/2021	Phoenix Motorcars	Electric Shuttle Bus	\$255,333.34	Sourcewell Contract 120716-NAF	
				Total	\$807,514.34		



LilyPad EV
 4591 Pacheco Blvd
 Martinez, CA 94553-2233 US
 +1 8665259723
 keith.anderson@lilypadev.com

Attachment D-2
 Page 10 of 30

Estimate

ADDRESS

New Jersey City University
 New Jersey City University
 Patrick Bartole
 107 West Side Avenue –
 Warehouse C
 Jersey City, NJ 07305-1597

SHIP TO

New Jersey City University
 Patrick Bartole
 107 West Side Avenue –
 Warehouse C
 Jersey City, NJ 07305-1597
 US

ESTIMATE # 3057

DATE 05/04/2023

ACTIVITY	QTY	RATE	AMOUNT
ChargePoint:CPE250C-625-CCS1-200A-CHD ChargePoint Express 250 Station (62.5 kW) - includes Express 250 Station, 2x Power Modules, 1x CCS1 200A cable, 1x CHAdeMO cable, North America Modem/SIM, cUL and UL listed, includes CPE250-CMT-IMPERIAL in US, CPE250-CMT-METRIC in Canada, includes pairing kit.	2	46,800.00	93,600.00T
ChargePoint:CPCLD-ENTERPRISE-DC-5 Enterprise Cloud Plan subscription with advanced station management features such as: Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	2	4,799.00	9,598.00T
ChargePoint:CPE250-CMT-IMPERIAL Concrete Mounting Template used for the base mounting for the CPE250 and Express Plus Stations and is used to align conduits and mounting bolts. This template is to be installed into the foundation before the concrete pad is poured. Imperial Units (feet and inches).. Included with the CPE250. Required for CPE200 swap to CPE250. If replacement CMT is needed, order CPE250-CMT-IMPERIAL-RP	2		0.00T
ChargePoint:CPE250-ASSURE-5 5 prepaid years of ChargePoint Assure for CPE250 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting. Requires successful site validation.	2	13,650.00	27,300.00T
ChargePoint:CPE250-COMMISSIONING This service includes on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage so that the station meets all ChargePoint and local code requirements. In addition to verifying and testing the installation, Commissioning also ensures the station is connected to the ChargePoint network, completing software updates and pairing configuration if applicable. In parallel, the ChargePoint Activations team will configure the	2	855.00	1,710.00T

Complete Terms & Conditions are available at <https://lilypadev.com/termsandconditions/>
 Thank you for your business.

ACTIVITY	QTY	RATE	AMOUNT
station and apply policies according to the customer's specifications. A final Commissioning Report will be provided to the customer. Note that if Commissioning cannot be performed due to site or installation deficiencies for which ChargePoint is not responsible, the customer will incur a rescheduling fee to cover redeployment costs. Priced per Express CPE250 station.			
ChargePoint:CPSUPPORT-ACTIVE	2	326.00	652.00T
Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.			
Installation:INSTALL	1	197,372.00	197,372.00T
Scope of Work: The following quote is to furnish and install all material and labor for the complete installation of (2) ChargePoint CPE250 Charging Stations to include: Electrical Construction - Furnish and install (2) GE 480v 100A breakers in 6th floor mechanical room in science building - Furnish and install (2) 480v 100A feeders from 6th floor mechanical room, penetrate wall to roof, and seal with Link-seals. - Continue feeders down the side of the building, and underground to island in front parking lot area (Aududon Ave) - Furnish and install stanchion & (2) 100A disconnects in island for charging stations - Furnish assembly and Installation of (2) ChargePoint CPE250 level 3 Fast chargers - Factory authorized start-up, testing, and validation of (2) CPE250 Charging stations Site Work - Trench for Feeder in Grass Area by "Science Building" approx. 125' - Disposal of excess soils - Furnish and install 6 inch sand bedding - Furnish and install PVC Conduits - Existing soil backfill install 6" sand bedding - Topsoil and seed - Trench for Feeder in Asphalt Area next to "Professional Studies Building" approx 170' - Saw cut, remove & dispose of asphalt - Disposal of excess soils - Furnish and install 6" sand bedding - Furnish and install PVC conduits - Furnish and install 6" DGA backfill - Furnish and install 4" asphalt pavement - Trench for Feeder in Sidewalk Area in front of "Professional Studies Building" approx. 10' - Disposal of excess soils - Dispose of concrete - Furnish and Install 6" sand bedding - Furnish and install PVC conduits - Existing soil backfill - Replacement of (1) concrete side walk between control joints			

ACTIVITY	QTY	RATE	AMOUNT
<ul style="list-style-type: none"> - Trench for feeder in Asphalt Area in Front Parking area Audubon Ave approx. 100' - From sidewalk area to island - Saw cut, remove, and dispose of asphalt - Disposal of excess soils - Furnish and Install 6" sand bedding - Furnish and install PVC conduits - Existing soil backfill - Furnish and Install 6" DGA backfill - Furnish and Install 4" Asphalt pavement 			
<ul style="list-style-type: none"> - Furnish and install (2) 48"x 50"x 12" concrete charging station bases - Furnish and install (4) 6" safety bollards - Paint parking lines and stencil EV Green 			
Misc			
<ul style="list-style-type: none"> - Furnish private underground utility markout services - Price includes facilitating and coordination of permits and inspection with Jersey City Municipality - Price Includes high reach aerial equipment rental and OSHA approved fall protection/ safety equipment - Price includes safety barricades and on site sanitation facilities - Price includes logistics and machine rentals for transporting and rigging charging stations 			
Notes and Clarifications			
Price based on no interference from existing underground utilities			
Price excludes replacement of any trees and/or plantings			
Price based on specifications in emailed dated 7/27/21			
Price based on the current prevailing wage rates posted on state web site			
Price does not include any permit, inspection, engineering, or utility co fees			
Price based on current market value of materials / commodities and is subject to price increases			
We assume no liability for any materials deemed hazardous or contaminated by any agencies			
Price excludes any extensive rock or shale excavations			
Price includes all trenching and backfilling with excavated materials			
Priced based on plan quantities, additional devices required by code or otherwise, may increase the cost			
Cutting, patching or fire sealing of new or existing construction for the installation of devices and wiring is not included			
Price assumes project is tax exempt.			
Sales Tax	1	0.00	0.00
Sales Tax calculated by AvaTax on Thu 04 May 15:41:27 UTC 2023			

STANDARD TERMS & CONDITIONS:

- Quote good for 30 days
- Payment Terms: Net 30
- Manufacturer standard warranty applies
- Standard Lead-time: 30-60 days
- Shipping: FOB Origin, Freight Prepaid & Charged Back
- Customer responsible to verify AT&T/Verizon 4G cell coverage of - 85dbm or better at installation location. -70dbm is better than - 85dbm.
- Returns of unopened packages subject to restocking charges.

SUBTOTAL	330,232.00
TAX	0.00
SHIPPING	3,500.00
TOTAL	\$333,732.00

Opened packages may not be returned.

- If installation included in quote, we reserve the right to invoice you for the charging station products at delivery and for installation when complete.
- Any Installation costs do not include unforeseen rock or other obstacles found while trenching or boring

PAYMENT INSTRUCTIONS

for entry into your accounting system

Send Wire or ACH payments to:

LilyPad EV
Bank: JP Morgan Chase
Routing# 322271627
Checking# 793577260

- or -

Send Payment Check to

LilyPad EV
4591 Pacheco Blvd
Martinez, CA 94553

Accepted By

import

Accepted Date

5/2/23, 3:56 PM

Sell, service, and deliver letter

Attachment D-2
Page 14 of 30

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

5/4/2023

Quote ID: **23957RL**

Mr Patrick Bartole
New Jersey City University

2039 Kennedy Blvd

Jersey City, New Jersey, 07305

Dear Mr Patrick Bartole,

National Auto Fleet Group is pleased to quote the following vehicle(s) Upfit, (Sourced Item) and Accessories for your consideration.

One (1) New/Unused (VIN 1FDXE4FNXMDC30665 Phoenix MC E-450 PKG **w/Box Body**) and delivered to your department yard, each for

One Unit

Subtotal	\$218,449.00
Tax (0.0000 %)	\$0.00
Total	\$218,449.00

- per the attached specifications.

This vehicle(s) Upfit is available under the **Sourcewell Contract 091521-NAF**. Please reference this Bid number on all purchase orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Attachment D-2

Page 16 of 30

Prepared for: New Jersey City University



Patrick Bartole
Fleet Management
2039 John F. Kennedy Blvd,
Jersey City, NJ 07305
201-200-3559 Cell
pbartole@njcu.edu

April 28th, 2023

New Jersey City University

Quote #: SA-QS-1009BT

MY2021 Phoenix Motorcars E-450 Cargo Truck



Elena Christakis
Sales Executive
elenac@phoenixmotorcars.com

Office 909-987-0815
Cell 951-207-0256
www.phoenixmotorcars.com

NJCU- APRIL 2023 QUOTE #: SA-QS-1009BT
EXCLUSIVE AND CONFIDENTIAL INFORMATION

1

I. VEHICLE SPECIFICATIONS:

Chassis

- 2022 or newer Ford E-450 Superduty DRW Chassis – 176”
- 4.56 Regular Ratio Axle
- Power Windows and Locks
- Power Mirrors
- Remote Keyless Entry

Phoenix All - Electric Drive System

- Permanent high power magnet motor + inverter
 - Peak power of 250kW
 - Continuous power of 180kW
 - Peak torque rating of 1943Nm
 - Continuous torque rating of 1280Nm
- **Up to 115 Miles All Electric Range per Charge**
- 750V+ EV Architecture
- Liquid cooled lithium battery packs within the frame rails
- Digital Infotainment Display with State of Charge (SOC) and Distance To Empty (DTE)
- Minimum Charging Requirements:
 - CCS compliant level III – 100 kW
 - J1772 level II charging -19.2 kW
- GVWR 14,500 lbs.
- Dual Mode Regenerative Braking
- Max Speed 65mph
- Phoenix Telematics System – **Phoenix Connect**

Interior

- 2 x Bucket Seats in Cabin
- Front-Door Trim Panels with Integrated Map Compartment
- LED Display for Back-up Camera
- Sun visors
- Vinyl flooring - Front row
- Step well pads
- Horn - electric, dual note
- Lighting - Front dome lamp
- Windshield wipers – Interval
- Electronic AM-FM Radio with Clock and audio input jack
- Electric Vehicle Cluster
- Electronic Shift
- HVAC Unit (Ford Standard) with electric compressor.

Attachment D-2

Page 18 of 30

Exterior

- Color Exterior – White Cab
- Headlamps - Dual sealed beam
- Front Bumper
- Chrome grill
- Emergency High Voltage Shut-Off Switch

NOTE:

Specifications are subject to change at the time of order based on the specific body supplier. Phoenix Motorcars body wrap (page 1) not included.

Body Specifications:

16'L x 8' W x 84" H

- Hard wood Floor
- Hardwood Slat Lined
- 3/4" Plywood Bulkhead
- 16" Crossbars
- Stainless Steel Rear Door Frame
- Roll Up Rear Door
- 3/4" LED Marker Lights
- Dome Light- LED
- Grab Handles

Miscellaneous

- Back-Up Camera with LCD Monitor in Dashboard
- Reverse Alarm
- First Aid Kit 16 Unit
- Fire Extinguisher 5 lbs. with Reflective Flare Kit
- Lift Gate (1,300 lb. Capacity) Included
- Minimal Wrapping (included in budget)

Diagnostic Package

- Phoenix Motorcars will provide a service tablet containing Phoenix Motorcars software and all required diagnostic equipment (MotoServ Dongle, Kvaser cable, and OBD II diagnostic connector).
- Perform a 4-hour PMC electric vehicle training for technicians.
- Provide up to 4 hours of phone technical support.
- Only one Diagnostic package required per fleet.

- Provide a service tablet containing Phoenix Motorcars software and all required diagnostic equipment (MotoServ Dongle, Kvaser Cable and OBD II diagnostic connector).
- Perform a 4-hour PMC electric vehicle training for technicians of onboard components, including high voltage safety instruction.
- Provide up to 4 hours of phone technical support.

II. VEHICLE QUOTATION:

Phoenix Motorcars E-450 Cargo Truck	QTY	Unit Price	Extended Price
Baseline Price: Cargo Truck¹⁻⁴	1	\$204,450	\$204,450
Diagnostic Package⁵	1	\$5,000	\$5,000
<u>Subtotal:</u>	<u>1</u>	<u>\$209,450</u>	<u>\$209,450</u>
Shipping to Jersey City, NJ:	1	\$6,998	\$6,998
DMV Title and Registration Estimate:	1	\$2,001	\$2,001
<u>Total^{1-5:}</u>	<u>1</u>	<u>\$218,449</u>	<u>\$218,449</u>

1. Includes all the items described in Section I.
2. Lead time of ~Q3 2023 depending on chassis availability and delivery.
3. Quotation valid for 30 days.
4. 20% Down Payment of MSRP required upon execution of Purchase Order.
5. **Only one diagnostic package required per fleet.**

III. WARRANTY COVERAGE:

Phoenix Motorcars' Zero Emission Truck & Charger warranty coverage is summarized below:

Components	Coverage	Comments
Bumper to Bumper Warranty	3 years / 36,000 miles	Limited PMC Warranty Limited Ford Warranty
PMC Electric Drive System	5 years / 60,000 miles	Limited PMC Warranty
Lithium-Ion Battery System	5 years / 150,000 miles	Limited PMC Warranty
Truck Body	2 years / 36,000 miles	Limited Manufacturer Warranty

- I. All Warranties are **voided** if the customer does not perform the following conditions:
 - a. Comply with any service or recall advisories.
 - b. Follow all recommended service, maintenance and use requirements in a timely manner as set forth in the Phoenix Owner's & Maintenance Manual.
 - c. Carrying Passengers and Cargo within the specified load limits.
 - d. Make all required repairs.
2. Warranty details and requirements can be found in the Phoenix Owner's and Maintenance manual. The manual is provided at vehicle delivery – Please contact Phoenix for extra copies.

Thank you for inquiring about the Phoenix Motorcars Zero Emission Truck.
We appreciate your consideration.

Please contact us at (909) 987-0815 with any questions



SALES ORDER AND PURCHASE ORDER

This contract for the sale and purchase of one (1) Phoenix Motorcars E-450 Cargo Truck is between Phoenix Cars, LLC, a Limited Liability Company organized under the laws of the State of Delaware (the “**Seller**”), and NJCU, a university organized under the laws of the State of New Jersey (the “**Buyer**”).

Terms and Conditions

1. Lead time of ~Q3 2023 depending on chassis availability and delivery.
2. Phoenix Motorcars warranties listed on Page 5 of this quote.
3. 20% Deposit based on MSRP due upon PO, Payment Balance due on delivery to end user.
4. Quotation valid for 30 days.
5. All pricing is confidential between NJCU and Phoenix Motorcars.
6. Customer agrees to a joint press release, case study, and testimonial within 30 days of delivery and 1 year into the project.

Customer Acceptance:

By signing this quote, I hereby acknowledge that I have the authority to purchase the products detailed on this document on behalf of my organization and that I declare that I have full authority to enter into this contract. I accept your quotation in its entirety and agree to the conditions therein referred to. I acknowledge having received your full Terms and Conditions.

Customer Signature:_____

Customer Name:_____

Customer Title:_____

Date:_____

Purchase Order #:_____

5/2/23, 3:51 PM

Sell, service, and deliver letter

Attachment D-2

Page 22 of 30



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

5/4/2023

Quote ID: **23956RL**

Mr Patrick Bartole
New Jersey City University

2039 Kennedy Blvd

Jersey City, New Jersey, 07305

Dear Mr Patrick Bartole,

National Auto Fleet Group is pleased to quote the following vehicle(s) Upfit, (Sourced Item) and Accessories for your consideration.

One (1) New/Unused (VIN 1FD4E4FN2PDD25821 Phoenix MC E-450 PKG **Shuttle Bus**) and delivered to your department yard, each for

One Unit

Subtotal	\$255,333.00
Tax (0.0000 %)	\$0.00
Total	\$255,333.00

- per the attached specifications.

This vehicle(s) Upfit is available under the **Sourcewell Contract 091521-NAF**. Please reference this Bid number on all purchase orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Prepared for: New Jersey City University



Patrick Bartole
Fleet Management
2039 John F. Kennedy Blvd,
Jersey City, NJ 07305
201-200-3559 Cell
pbartole@njcu.edu

April 28th, 2023

New Jersey City University

Quote # SA-QS-1007

Phoenix Motorcars E-450 Shuttle



Elena Christakis
Sales Manager
elenaC@phoenixmotorcars.com

Office 909.987.0815
Cell 951.207.0256
www.phoenixmotorcars.com

I. SHUTTLE SPECIFICATIONS:

Chassis:

- 2022 or newer Ford E-450 Superduty Chassis – 158”

Phoenix All - Electric Drive System

- Permanent high power magnet motor + inverter
 - Peak power of 250kW
 - Continuous power of 180kW
 - Peak torque rating of 1943Nm
 - Continuous torque rating of 1280Nm
- **Up to 115 Miles All Electric Range per Charge**
- 750V+ EV Architecture
- Liquid cooled lithium battery packs within the frame rails
- Digital Infotainment Display with State of Charge (SOC) and Distance To Empty (DTE) (on 2021 Ford Model Years and Newer)
- Minimum Charging Requirements:
 - CCS compliant level III – 100 kW
 - J1772 level II charging -19.2 kW
- GVWR 14,500 lbs.
- Dual Mode Regenerative Braking
- Max Speed 65mph
- Phoenix Telematics System – **Phoenix Connect**
- Full integration with electric drive system and front and rear HVAC systems
- Full integration with electric drive system and rear ADA lift

Interior

- 12 Passenger Forward Facing Seats and 2 Wheelchair Positions
- Braun Wheelchair Lift
- Seat Belts
- Stanchion, vertical with modesty panel
- Handrail, right hand entry assist
- 36” Wide Door
- LED Interior Lighting
- Air Conditioning, Rooftop Mounted 70K Max BTU

Attachment D-2

Page 26 of 30

Exterior

- Door, Entry A-M Electric
- Tinted Solid Window PKG
- Color Exterior - White
- Headlamps - Dual sealed beam
- Front chrome bumper
- Chrome grill
- Emergency High Voltage Shut-Off Switch

Miscellaneous

- Electric Heater, 20K Max BTU (Standard)
- Back Up Camera
- Reverse Alarm
- First Aid Kit 16 Unit
- Fire Extinguisher 5 lbs. with Reflective Flare Kit

Diagnostic Package +\$5,000

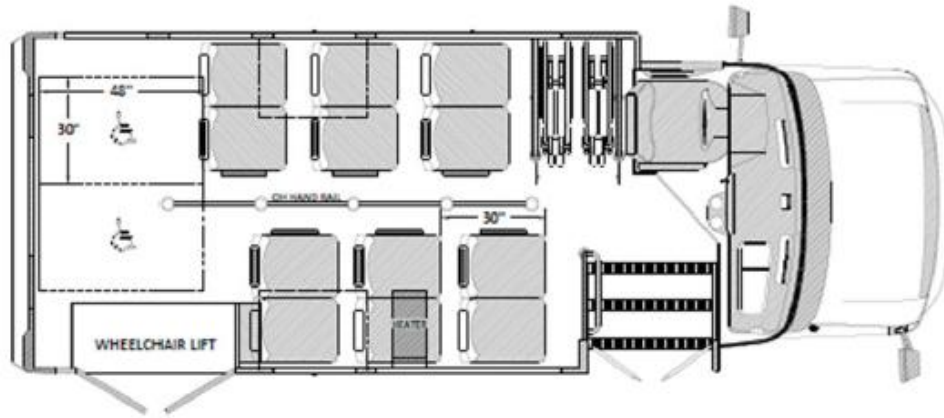
- Phoenix Motorcars will provide a service tablet containing Phoenix Motorcars software and all required diagnostic equipment (MotoServ Dongle, Kvaser cable, and OBD II diagnostic connector).
- Perform a 4-hour PMC electric vehicle training for technicians.
- Provide up to 4 hours of phone technical support.
- Only one Diagnostic package required per fleet.

- Provide a service tablet containing Phoenix Motorcars software and all required diagnostic equipment (MotoServ Dongle, Kvaser Cable and OBD II diagnostic connector).
- Perform a 4-hour PMC electric vehicle training for technicians of onboard components, including high voltage safety instruction.
- Provide up to 4 hours of phone technical support.

Attachment D-2
Page 27 of 30

Vehicle Floorplan:

12 Passenger Forward Facing Seats with 2 ADA Positions



Attachment D-2
Page 28 of 30

II. PRICE QUOTATION:

Phoenix Motorcars All-Electric Zero Emission E-450 Shuttle	QTY	Unit Price	Extended Price
Baseline Price⁴	1	\$245,888	\$245,888
DMV Title and Registration Estimate⁷:	1	\$2,447	\$2,447
Shipping to Jersey City, NJ:	1	\$6,998	\$6,998
<u>Total Price¹⁻⁷:</u>	<u>1</u>	<u>\$255,333</u>	<u>\$255,333</u>

1. Includes all the items described in Section I.
2. Lead time of ~Q3 2023 depending on chassis availability and delivery.
3. Quotation valid for 30 days.
4. 20% Down Payment of MSRP required upon execution of Purchase Order.
5. **Only one diagnostic package required per fleet. Already quoted on Box Truck.**

II. WARRANTY COVERAGE:

Phoenix Motorcars' Zero Emission Utility Shuttle warranty coverage is summarized below:

Components	Coverage	Comments
Bumper to Bumper Warranty	3 years / 36,000 miles	Limited PMC Warranty Limited Ford Warranty
PMC Electric Drive System	5 years / 60,000 miles	Limited PMC Warranty
Lithium-Ion Battery System	5 years / 150,000 miles	Limited PMC Warranty
Shuttle Bus Body	5 years / 100,000 miles	Limited Manufacturer Warranty

- I. All Warranties are **voided** if the customer does not perform the following conditions:
 - a. Comply with any service or recall advisories.
 - b. Follow all recommended service, maintenance and use requirements in a timely manner as set forth in the Phoenix Owner's & Maintenance Manual.
 - c. Carrying Passengers and Cargo within the specified load limits.
 - d. Make all required repairs.
2. Warranty details and requirements can be found in the Phoenix Owner's and Maintenance Manual. The manual is provided at vehicle delivery – Please contact Phoenix for extra copies.

Thank you for inquiring about the Phoenix Motorcars Zero Emission Utility Shuttle.
We appreciate your consideration.

Please contact us at (909) 987-0815 with any questions





SALES ORDER AND PURCHASE ORDER

This contract for the sale and purchase of one (1) Phoenix Motorcars E-450 Shuttle is between Phoenix Cars, LLC, a Limited Liability Company organized under the laws of the State of Delaware (the “**Seller**”), and the NJCU, a university under the laws of the State of New Jersey (the “**Buyer**”).

Terms and Conditions:

1. Lead time of ~Q3 2023 depending on chassis availability and delivery.
2. Phoenix Motorcars warranties listed on Page 5 of this quote.
3. 20% Deposit based on MSRP due upon PO, Payment Balance due on delivery to end user.
4. Quotation valid for 30 days.
5. All pricing is confidential between NJCU and Phoenix Motorcars.
6. Customer agrees to a joint press release, case study, and testimonial within 30 days of delivery and 1 year into the project.

Customer Acceptance:

By signing this quote, I hereby acknowledge that I have the authority to purchase the products detailed on this document on behalf of my organization and that I declare that I have full authority to enter into this contract. I accept your quotation in its entirety and agree to the conditions therein referred to. I acknowledge having received your full Terms and Conditions.

Customer Signature:_____

Customer Name:_____

Date:_____

Customer Title:_____

Purchase Order #:_____

DEP-069G

02/19 v5

ATTACHMENT E (Gov)

Page 1 of 2

**GRANT AGREEMENT
BETWEEN**

(Name of Grantee)

AND

**THE STATE OF NEW JERSEY
BY AND FOR**

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER:

GOVERNING BODY RESOLUTION

The governing body of _____
(print Grantee's name)

desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately _____
to fund the following project:

_____.

Therefore, the governing body resolves that _____ or the successor to the office of
(print name)

_____ is authorized (a) to make application for such a grant, (b) if awarded, to execute
(print title of authorized official)

a grant agreement with the State for a grant in an amount not less than _____ and not more than _____ ,
and (c) to execute ☐ any amendments thereto ☐ any amendments thereto which do not increase the Grantee's obligations.

*The _____ authorizes and hereby agrees to
(print name of Grantee's governing body, e.g., board of chosen freeholders)
match _____% of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the
match for such purposes, whether cash, services, or property, is hereby certified. _____% of the match will be made up of in-kind
services (if allowed by grant program requirements and the agreement).*

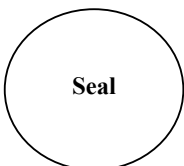
The Grantee agrees to comply with all applicable Federal, State, and municipal laws, rules, and regulations in its performance pursuant
to the agreement.

Introduced and passed _____ , _____ .

Ayes: _____

Noes: _____

Absent: _____



* The portion of this form between the asterisks should only be completed if matching funds are required under the terms of the
agreement. Where in-kind services are allowed and are stipulated by the Grantee, an attachment must be provided and appended
hereto, breaking out the in-kind services.

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ATTACHMENT E (Gov)

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CERTIFICATION*

I, _____, ☐ municipal clerk ☐ county clerk ☐ utilities Authority Clerk
(print name)

☐ (other, specify) _____ of _____
(print Grantee's name)

certify that this resolution was duly adopted by _____ at a
(print name of Grantee's governing body)

meeting duly held on the _____ day of _____, _____; that this resolution has not been amended or repealed; and that it remains in full force and effect on the date I have subscribed my signature. **

(signature) *

(print name)

(print title)

Date: _____ **

* Certification must be signed by an official other than the individual authorized to execute the agreement.

** This date must be no more than sixty (60) days prior to the Grantee's execution of the agreement. If the original certification expires prior to the Grantee's execution, the Grantee must submit a currently certified copy of this Attachment E when it returns the executed agreement to the Department.

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ATTACHMENT F
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**GRANT AGREEMENT
BETWEEN**

(Name of Grantee)

**AND
THE STATE OF NEW JERSEY BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER:

SUBCONTRACTOR LIST

SUBCONTRACTOR'S NAME:
SUBCONTRACTOR'S ADDRESS:
SUBCONTRACTOR'S PHONE #:
TYPE(S) OF SERVICE(S) TO BE PROVIDED:
ESTIMATED VALUE OF SUBCONTRACT:
PERCENTAGE OF TOTAL GRANT AWARD:

If required by Section V, of Part 1 of this Agreement - General Terms and Conditions and Attachment A, Section IX, Paragraph C, the Grantee shall submit a Business Registration Certificate allowing subcontractor to do business in New Jersey. This Certificate has previously been provided is attached to this agreement.

SUBCONTRACTOR'S NAME:
SUBCONTRACTOR'S ADDRESS:
SUBCONTRACTOR'S PHONE #:
TYPE(S) OF SERVICE(S) TO BE PROVIDED:
ESTIMATED VALUE OF SUBCONTRACT:
PERCENTAGE OF TOTAL GRANT AWARD:

If required by Section V, of Part 1 of this Agreement - General Terms and Conditions and Attachment A, Section IX, Paragraph C, the Grantee shall submit a Business Registration Certificate allowing subcontractor to do business in New Jersey. This Certificate has previously been provided is attached to this agreement.

SUBCONTRACTOR'S NAME:
SUBCONTRACTOR'S ADDRESS:
SUBCONTRACTOR'S PHONE #:
TYPE(S) OF SERVICE(S) TO BE PROVIDED:
ESTIMATED VALUE OF SUBCONTRACT:
PERCENTAGE OF TOTAL GRANT AWARD:

If required by Section V, of Part 1 of this Agreement - General Terms and Conditions and Attachment A, Section IX, Paragraph C, the Grantee shall submit a Business Registration Certificate allowing subcontractor to do business in New Jersey. This Certificate has previously been provided is attached to this agreement.

SUBCONTRACTOR'S NAME:
SUBCONTRACTOR'S ADDRESS:
SUBCONTRACTOR'S PHONE #:
TYPE(S) OF SERVICE(S) TO BE PROVIDED:
ESTIMATED VALUE OF SUBCONTRACT:
PERCENTAGE OF TOTAL GRANT AWARD:

If required by Section V, of Part 1 of this Agreement - General Terms and Conditions and Attachment A, Section IX, Paragraph C, the Grantee shall submit a Business Registration Certificate allowing subcontractor to do business in New Jersey. This Certificate has previously been provided is attached to this agreement.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: LILYPAD EV LLC

Trade Name:

Address:

, 00000

Certificate Number: 2693362

Effective Date: February 18, 2022

Date of Issuance: June 12, 2023

For Office Use Only:

20230612144241347