



## **MEMORANDUM**

**TO:** Members of the Authority

**FROM:** Melissa Orsen  
Chief Executive Officer

**DATE:** October 12, 2017

**SUBJECT:** Agenda for Board Meeting of the Authority October 12, 2017

### **Notice of Public Meeting**

### **Roll Call**

### **Approval of Previous Month's Minutes**

### **Chief Executive Officer's Monthly Report to the Board**

### **Authority Matters**

### **Incentive Programs**

### **Bond Projects**

### **Loans/Grants/Guarantees**

### **Edison Innovation Fund**

### **Real Estate**

### **Board Memorandums**

### **Executive Session**

### **Public Comment**

### **Adjournment**

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**

**September 14, 2017**

**MINUTES OF THE ANNUAL MEETING**

Members of the Authority present: Chairman Thomas Scrivo; Commissioner Richard Badolato of the Department of Banking and Insurance; State Treasurer Ford M. Scudder; Jeffrey Stoller representing Commissioner Aaron Fichtner of the Department of Labor and Workforce Development; Colleen Kokas representing Commissioner Bob Martin of the Department of Environmental Protection; Public Members: Larry Downes, Vice Chairman; Charles Sarlo, Philip Alagia, Fred B. Dumont, William Layton, and Harold Imperatore, Third Alternate Public Member.

Present via conference call: Public Members David Huber, Patrick Delle Cava, First Alternate Public; and Rodney Sadler, Non-Voting Member

Absent: Public Members: Massiel Medina Ferrara, and William J. Albanese, Sr., Second Alternate Public Member.

Also present: Melissa Orsen, Chief Executive Officer of the Authority; Timothy Lizura, President and Chief Operating Officer; Deputy Attorney General Gabriel Chacon; Thomas Huth, Governor's Authorities' Unit; and staff.

Mr. Scrivo called the meeting to order at 10:00 a.m.

Pursuant to the Internal Revenue Code of 1986, Ms. Orsen announced that this was a public hearing and comments are invited on any Private Activity bond projects presented today.

In accordance with the Open Public Meetings Act, Ms. Orsen announced that notice of this meeting has been sent to the *Star Ledger* and the *Trenton Times* at least 48 hours prior to the meeting, and that a meeting notice has been duly posted on the Secretary of State's bulletin board at the State House.

**MINUTES OF AUTHORITY MEETING**

The next item of business was the approval of the August 8, 2017 meeting minutes. A motion was made to approve the minutes by Commissioner Badolato, and seconded by Mr. Stoller, and was approved by the 11 voting members present.

**FOR INFORMATION ONLY:** The next item was the presentation of the Chief Executive Officer's Monthly Report to the Board.

Mr. Alagia entered the meeting at this time.

Mr. Sarlo entered the meeting at this time.

### **AUTHORITY MATTERS**

**ITEM:** Annual Organizational Meeting

**REQUEST:** To approve the recommendations associated with the annual reorganization meeting.

**MOTION TO APPROVE:** Mr. Downes **SECOND:** Treasurer Scudder **AYES:** 13

**RESOLUTION ATTACHED AND MARKED EXHIBIT: 1**

### **INCENTIVE PROGRAMS**

#### **Economic Redevelopment and Growth (ERG) Program - Modification**

**ITEM:** One Cooper Residential Urban Renewal, LLC

APPL.#42320

**REQUEST:** To modify the Project's Applicant entity from One Cooper Residential Urban Renewal, LLC to CP Residential GSGZ, LLC.

**MOTION TO APPROVE:** Commissioner Badolato **SECOND:** Mr. Imperatore **AYES:** 13

**RESOLUTION ATTACHED AND MARKED EXHIBIT: 2**

#### **Grow New Jersey Assistance Program**

**ITEM:** Boomerang USA Inc.

APPL.#44273

***THIS ITEM WAS WITHHELD FROM CONSIDERATION.***

**ITEM:** Elite Decor, Inc.

APPL.#44436

**REQUEST:** To approve the application of Elite Decor, Inc. for a Grow New Jersey Assistance Program Grant to encourage the applicant to make a capital investment and locate in Clifton City, NJ. Project location of Clifton, Passaic County qualifies as an Distressed Municipality under N.J.S.A. 34:1B-242 et seq and the program's rules, N.J.A.C. 19:31-18. The project is eligible, pursuant to the statute, for bonus increases to the tax credit award for Transit Oriented Development, Capital Investment in Excess of Minimum, Targeted Industry (Manufacturing). The estimated annual award is \$700,300 for a 10-year term.

**MOTION TO APPROVE:** Ms. Kokas **SECOND:** Mr. Alagia **AYES:** 13

**RESOLUTION ATTACHED AND MARKED EXHIBIT: 3**

**ITEM:** Gourmet Nut Inc.

APPL.#44433

**REQUEST:** To approve the application of Gourmet Nut Inc. for a Grow New Jersey Assistance Program Grant to encourage the applicant to make a capital investment and locate in Perth Amboy City, NJ. Project location of Perth Amboy, Middlesex County qualifies as a Distress Municipality under N.J.S.A. 34:1B-242 et seq and the program's rules, N.J.A.C. 19:31-18. The project is eligible, pursuant to the statute, for bonus increases to the tax credit award for Deep Poverty Pocket, Transit Oriented Development, Capital Investment in Excess of Minimum (non-Mega), Targeted Industry (Manufacturing). The estimated annual award is \$1,210,000 for a 10-year term.

**MOTION TO APPROVE:** Mr. Downes    **SECOND:** Mr. Imperatore    **AYES:** 13

**RESOLUTION ATTACHED AND MARKED EXHIBIT: 4**

**ITEM:** Schuster Meat Corporation

APPL.#44409

**REQUEST:** To approve the application of Schuster Meat Corporation for a Grow New Jersey Assistance Program Grant to encourage the applicant to make a capital investment and locate in Lodi Borough NJ. Project location of Lodi, Bergen County qualifies as an Distressed Municipality under N.J.S.A. 34:1B-242 et seq and the program's rules, N.J.A.C. 19:31-18. The project is eligible, pursuant to the statute, for bonus increases to the tax credit award for Capital Investment in Excess of Minimum (non-Mega), Targeted Industry (Manufacturing). The estimated annual award is \$300,000 for a 10-year term.

**MOTION TO APPROVE:** Ms. Kokas    **SECOND:** Mr. Downes    **AYES:** 13

**RESOLUTION ATTACHED AND MARKED EXHIBIT: 5**

#### **Grow New Jersey Assistance Program – Modifications**

**ITEM:** ENER-G Rudox Incorporated

APPL.#39002

**REQUEST:** Consent to a second six-month extension from October 8, 2017 to April 8, 2018 to complete the capital investment and to certify costs and jobs.

**MOTION TO APPROVE:** Commissioner Badolato    **SECOND:** Treasurer Scudder    **AYES:** 13

**RESOLUTION ATTACHED AND MARKED EXHIBIT: 6**

#### **BOND PROJECTS**

##### **Bond Resolutions**

**ITEM:** NJEDA/School Facilities Construction Bonds

**REQUEST:** To approve the issuance of one or more series of 2017 School Facilities Construction Bonds.

**MOTION TO APPROVE:** Mr. Stoller    **SECOND:** Mr. Imperatore    **AYES:** 13

**RESOLUTION ATTACHED AND MARKED EXHIBIT: 7**



**Amended Bond Resolutions**

**ITEM:** Friends of Teaneck Community Charter School APPL.#44146  
**LOCATION:** Teaneck Township, Bergen County  
**PROCEEDS FOR:** Refinancing, Construction, Machinery & Equipment  
**FINANCING:** \$13,500,000 Tax Exempt Bond, \$500,000 Taxable Bond  
**MOTION TO APPROVE:** Mr. Stoller **SECOND:** Mr. Imperatore **AYES:** 13  
**RESOLUTION ATTACHED AND MARKED EXHIBIT:** 8

**LOANS/GRANTS/GUARANTEES**

**Statewide Loan Pool Program**

**PROJECT:** Middletown Bus Depot LLC APPL.#44480  
**LOCATION:** Middletown Twp., Monmouth County  
**PROCEEDS FOR:** Acquisition of building  
**FINANCING:** \$4,000,000 Fulton Bank loan with a \$900,000 EDA participation  
**MOTION TO APPROVE:** Mr. Downes **SECOND:** Mr. Layton **AYES:** 13  
**RESOLUTION ATTACHED AND MARKED EXHIBIT:** 9

**Hazardous Discharge Site Remediation Fund**

**ITEM:** Summary of NJDEP Hazardous Discharge Site Remediation Fund projects approved by the Department of Environmental Protection.  
**MOTION TO APPROVE:** Ms. Kokas **SECOND:** Mr. Imperatore **AYES:** 13  
**RESOLUTION ATTACHED AND MARKED EXHIBIT:** 10

**PROJECT:** 99 Chapel Street LLC APPL.#44208  
**LOCATION:** Newark City, Essex County  
**PROCEEDS FOR:** Remedial Action and Investigation  
**FINANCING:** \$254,108

**PROJECT:** City of Elizabeth (Kull Property) APPL.#44270  
**LOCATION:** Elizabeth City, Union County  
**PROCEEDS FOR:** Remedial Investigation  
**FINANCING:** \$188,102

**PROJECT:** Zeus Realty Corp

APPL.#44049

**LOCATION:** Montclair Township, Essex County

**PROCEEDS FOR:** Remedial Action and Investigation

**FINANCING:** \$201,690

**Petroleum Underground Storage Tank (PUST)**

**ITEM:** Summary of NJDEP Petroleum UST Remediation, Upgrade & Closure Fund Program projects approved by the Department of Environmental Protection.

**MOTION TO APPROVE:** Ms. Kokas    **SECOND:** Mr. Imperatore    **AYES:** 13

**RESOLUTION ATTACHED AND MARKED EXHIBIT: 11**

**PROJECT:** The Estate of Warren Wilke

APPL.#44285

**LOCATION:** Passaic City, Passaic County

**PROCEEDS FOR:** Remediation

**FINANCING:** \$530,346

**PROJECT:** George's Friendly Service

APPL.#44286

**LOCATION:** Dumont Borough, Bergen County

**PROCEEDS FOR:** Remediation

**FINANCING:** \$94,312

**PROJECT:** Patrick Meyer / Myers Service Center, Inc.

APPL.#44284

**LOCATION:** Nutley Township, Essex County

**PROCEEDS FOR:** Remediation

**FINANCING:** \$107,321

**PROJECT:** Adam Roller

APPL.#44242

**LOCATION:** Springfield Township, Union County

**PROCEEDS FOR:** Upgrade, Closure, Remediation

**FINANCING:** \$16,155

**PROJECT:** Anthony and Mary Ellen Ditchkus

APPL.#43998

**LOCATION:** Brick Township, Ocean County

**PROCEEDS FOR:** Upgrade, Closure, Remediation

**FINANCING:** \$128,348

**PROJECT:** Paul Berkeley

APPL.#43737

**LOCATION:** Beachwood Borough, Ocean County

**PROCEEDS FOR:** Upgrade, Closure, Remediation

**FINANCING:** \$127,000

**OFFICE OF RECOVERY**

**Stronger New Jersey Business Loan Program - Modification**

**ITEM:** Formica Brothers LLC

**REQUEST:** To consent to a 1-year principal payment moratorium.

**MOTION TO APPROVE:** Commissioner Badolato **SECOND:** Treasurer Scudder **AYES:** 13

**RESOLUTION ATTACHED AND MARKED EXHIBIT: 12**

**REAL ESTATE**

**ITEM:** Purchase & Sale Agreement w/ the FMERA Authority with respect to Parcel F-1 in Tinton Falls.

**REQUEST:** To authorize steps necessary to execute a Purchase & Sale agreement between the Authority and FMERA for approximately 36.3-acre Parcel F-1.

**MOTION TO APPROVE:** Mr. Stoller **SECOND:** Mr. Alagia **AYES:** 13

**RESOLUTION ATTACHED AND MARKED EXHIBIT: 13**

**ITEM:** Award of Abatement, Demolition and Site Improvements Contract for the Former Myer Center on Fort Monmouth property.

**REQUEST:** To approve the award of an abatement, demolition and site improvements services contract to Tricon Enterprises, Inc. of Keyport, NJ.

**MOTION TO APPROVE:** Mr. Dumont **SECOND:** Commissioner Badolato **AYES:** 13

**RESOLUTION ATTACHED AND MARKED EXHIBIT: 14**

**ITEM:** Property and Facilities Management Services

**REQUEST:** To approve the authorization to enter into a contract with ISS Facility Services, Inc. of Mount Laurel, New Jersey for property and facilities management services for Technology Centre of New Jersey, NJEDA Headquarters and additional properties throughout the State which are owned, leased, managed and/or operated by the Authority.

**MOTION TO APPROVE:** Mr. Imperatore **SECOND:** Mr. Layton **AYES:** 13

**RESOLUTION ATTACHED AND MARKED EXHIBIT: 15**

**BOARD MEMORANDUMS**

**FOR INFORMATION ONLY:** Executive Session Items

**FOR INFORMATION ONLY:** Projects approved under Delegated Authority

**Premier Lender Program:** Tyten 1 LLC (P44292)

**Small Business Fund Program:** ICCG Properties LLC (P44384)

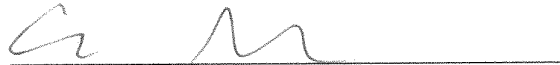
**Stronger NJ Business Loan Program:** Bowker's South Beach Grill (P43882 & P44439), Ritu Berry LLC (P44223)

**PUBLIC COMMENT**

There was no public comment.

There being no further business, on a motion by Commissioner Badolato, and seconded by Mr. Imperatore, the meeting was adjourned at 10:39am.

Certification:           The foregoing and attachments represent a true and complete summary of the actions taken by the New Jersey Economic Development Authority at its meeting.



Erin Gold, Director, Marketing & Public Affairs  
Assistant Secretary



## MEMORANDUM

**TO:** Members of the Authority

**FROM:** Melissa J. Orsen  
Chief Executive Officer

**DATE:** October 12, 2017

**RE:** Monthly Report to the Board

### INVESTMENT IN URBAN AREAS ENCOURAGED BY EDA SUPPORT

Investment in the State's urban areas was highlighted at events attended by EDA staff in September, including a "topping off" at One Theater Square in Newark. The final beam was lowered into place to complete the steel frame for the 22-story glass and brick residential building, emerging across the street from the New Jersey Performing Arts Center and Military Park. Supported by the Urban Transit Hub program, One Theater Square will include 244 residential rental units, a fitness center, outdoor deck, significant retail space, and parking, all within walking distance of Prudential's new headquarters and the downtown business district. Total investment associated with this project is estimated at \$106 million. One Theater Square is slated to open in the summer of 2018.

Nearby in Irvington, EDA staff visited the new home of Flame Cut Steel, which manufactures precision cut steel components for a range of industries. Direct loans from the EDA helped the company acquire a new, larger facility, and purchase new machinery to help expand the company's services. The EDA used the visit to also highlight its new "Look Here First" marketing campaign.

Last week, a ribbon cutting was held in Trenton at the Roebling Lofts, following the transformation of the long-vacant Roebling Steel Building into 138 residential lofts, while preserving much of the building's architectural uniqueness and incorporating energy efficient features. Developer HHG Development Associates reports that nearly half of the units are now rented. Supported by the Economic Redevelopment and Growth program, the project brought more than \$42 million in investment to the City.

### CCIT CONTINUES TO NURTURE THE STATE'S UP-AND-COMING INNOVATORS

The EDA's support of the technology and life sciences sector continued in September, including a seminar held at CCIT that offered early-stage technology and biotechnology companies seeking research and development (R&D) funding the opportunity to learn about federal programs. The seminar, which was presented by the New Jersey Small Business Development Centers (NJSBDC), provided participants an overview of programs offered by the National Institute of Health (NIH) and the National Science Foundation (NSF).

CCIT Manager Lenzie Harcum noted that eleven federal agencies, including the NIH and NSF, are obligated to commit approximately three percent of their annual extramural R&D budget to support entrepreneurs and small businesses undertaking research. This commitment translates to approximately \$2.5 billion annually in competitive grants to fund small businesses.

Two college students returning to campus last month also benefited from CCIT's commitment to developing the next generation of technology and life sciences leaders. The interns had the opportunity to experience New Jersey's vibrant innovation economy firsthand, as they experienced real-world learning opportunities designed to prepare them for a fast-paced work environment. This includes interaction with peer mentors, networking events, workshops, and exposure to a range of financial assistance programs, including the New Jersey Angel Investor Tax Credit Program, the State's Technology Business Tax Certificate Transfer (NOL) Program, the Edison Innovation Fund, and venture fund investments.

#### **STATE AND INDUSTRY COLLABORATION IN SUPPORT OF ACADEMIA HIGHLIGHTED IN SEPTEMBER**

The State's commitment to investing in our institutions of higher education was illustrated last month. Governor Christie helped cut the ribbon on the New Jersey Institute of Technology's \$19 million Life Sciences and Engineering Center, which was funded with \$13.5 million in state Higher Education Capital Facilities grants, including Building Our Future Bond Act (GO Bond) funds. The new Center will foster interdisciplinary collaboration in fields ranging from biomedical engineering and the biological sciences to electrical engineering and healthcare technologies. Research conducted in the new facility will help facilitate development of new applications in clinical healthcare, therapeutic interventions and pharmaceutical drug development. The GO Bond Act was the first state-backed funding for higher education construction in 25 years and authorized up to \$750 million in state grants for new academic facilities.

Also supported in part by the GO Bond Act, William Paterson University completed the first phase of a \$31 million renovation of key academic facilities last week as it opened its new academic building, Preakness Hall. Project costs were offset by \$7 million in GO Bonds, which supported the creation of kinesiology laboratories, smart classrooms with high-definition projectors, an auditorium, and English and Philosophy faculty offices.

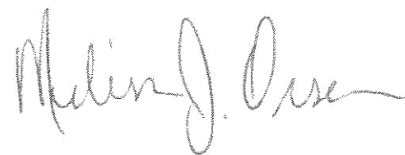
#### **CLOSED PROJECTS**

Through September 2017, EDA closed on more than \$230 million in traditional lending assistance to support 125 projects, leveraging more than \$316 million in capital investment and the creation of nearly 600 new permanent jobs and 735 construction jobs.

In addition to the assistance provided through traditional lending programs, EDA also executed agreements pending certification with 41 projects for more than \$1.2 billion, leveraging \$3.9 billion in capital investment, the creation of 21,350 new jobs, 17,527 construction jobs and the retention of 4,958 jobs at risk of leaving New Jersey.

#### **EVENTS/SPEAKING ENGAGEMENTS/PROACTIVE OUTREACH**

EDA representatives participated as speakers, attendees, or exhibitors at 30 events in September. These included the Passaic County Business Incentives and Grants Seminar in Wayne, the CIANJ Best Practices Conference in Belleville, and the Gloucester County Bankers and Brokers Breakfast in Almonessen.



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## **AUTHORITY MATTERS**



**MEMORANDUM**

**TO:** Members of the Board

**FROM:** Timothy Lizura, President and Chief Operating Officer

**DATE:** October 12, 2017

**SUBJECT:** Dissolution of New Jersey Community Development Entity, LLC (“NJCDE”)

**Request:**

Approve the dissolution of NJCDE as this special purpose New Markets Tax Credit entity is no longer required.

**Background:**

In 2004, the U.S. Treasury Community Development Financial Institutions Fund awarded a \$125 million New Markets Tax Credit allocation to NJCDE, an affiliate of the New Jersey Economic Development Authority, to promote economic development in low-income communities throughout New Jersey. NMTCs may be used as a credit against federal income taxes over 7 years in exchange for making qualifying capital investments in low income areas.

From 2005 to 2009, the Members and NJCDE Board approved the sub-allocation of nearly all (\$124.4 million) of the NMTCs to seven qualifying projects. With each sub-allocation, a limited liability company (“LLC”) was established to invest proceeds from the sale of allocated NMTCs which supplemented loan proceeds to fund each project. NJCDE served as the managing member of each LLC. NJEDA, as managing member of NJCDE, provided its guarantee to investors against certain events during the 7-year NMTC compliance period which would trigger a recapture of tax credit by IRS (i.e., loss of CDE designation, acts of fraud, and failure to meet “substantially all” requirements, and return of qualified investment for 7 years).

Below are the NMTC sub-allocations.

NJCDE Affiliate	Project	Purpose / Description	NMTC Investor	Amount	Closed Date
1	NJEDA Loan Pool 1	Commercial Loan Fund	USBCDC	\$42,000,000	12/28/2005
2	Vineland Community Health and Education Center	Community Center	Fulton Bank /Al Boscov	\$3,500,000	9/24/2007
3	NJEDA Loan Pool 2	Commercial Loan Fund	USBCDC	\$29,500,000	9/26/2007



4	CityWorks Neptune Office, LLC	Office Building Construction	TD Bank	\$18,500,000	09/22/2008
5	Landis Theater Properties, LLC	Renovation of historic theater and restaurant	USBCDC	\$10,300,000	12/30/2008 & 12/3/2009
6	Cooper Health System	Hospital Construction	TD Bank	\$15,000,000	12/31/2008
7	Landis Marketplace Urban Renewal, LLC	Renovation of a vacant building	Fulton Bank	\$ 5,619,121	12/8/2009
		Total		\$124,419,121	

The projects were completed as approved, and from 2013 to 2016 at the end of the 7-year compliance periods, with the consent of the each respective NMTC investor, each project exited the NMTC structure and each sub-CDE was dissolved.

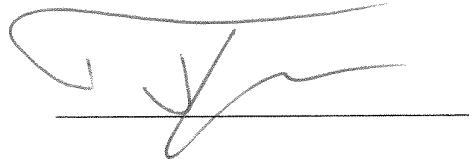
Of the total \$124.4 million, \$71.5 million were Loan Pool loans administered by NJEDA of which \$53 million was repaid, leaving a \$10 million balance to one borrower that was restructured and has paid as agreed. Two loans for \$8.5 million defaulted are in process of being collected.

During September 2017, the Board of NJCDE approved the distribution of its remaining assets to NJEDA (99.99%) and to the NJ Corporation for Business Assistance, a non-managing member of NJCDE and affiliate of NJEDA, pursuant to its operating agreement, and dissolution. As of September 1, 2017, NJCDE had \$1,966,266 in cash which primarily represents closing fees and interest earnings on funds held by NJCDE prior to deployment under the two Loan Pools. The total amount of the distribution would decrease by \$12,500 per month reflecting the monthly administration fee paid to NJEDA. The distributed funds will be available to support other economic development activities throughout New Jersey. Legal fees associated with the dissolution, audit and related expenses will be paid by NJEDA.

Once these transactions are completed, the NJCDE will be dissolved, as there is no longer a purpose for this entity.

**Recommendation:**

Approve the dissolution of NJCDE as this special purpose entity is no longer required following the conclusion of the NMTC allocation.



Prepared by: H. O'Connell/D. Weick



## **MEMORANDUM**

**TO:** Members of the Authority

**FROM:** Timothy J. Lizura  
President/Chief Operating Officer

**RE:** Microsoft Software and Services Enterprise Agreement

**DATE:** October 12, 2017

### **Summary**

The Members are asked to approve the purchase of Microsoft software and services, estimated to cost \$922,500, per a three-year "Microsoft Enterprise Agreement", in accordance with the New Jersey State Software License and Related Services contract. Dell Marketing LP, is the awarded contractor for Microsoft purchases, per the contracts Method of Operation.

### **Background**

In October 2014, the Authority entered into a three-year Enterprise Agreement contract, with Dell Marketing, LP, in accordance with their New Jersey State Contract, to procure the Microsoft Office 365 product which transfers Exchange Email, SharePoint, Skype, data storage, and Office Suite licensing to a cloud based government platform hosted online by Microsoft as opposed to local on premises hosting by the Authority.

The bundled suite of products, as per State Contract guidelines is licensed on a three-year basis, with three annual payments required. Over the term of the agreement, the Authority may make changes to products and user counts, resulting in small increases or decreases to the second and third year payments.

Since 2014, the Authority added new services to the Enterprise Agreement. These services include Office 365 add-on components, SQL Server, desktop licensing, and online CRM, which is the backbone of the in-progress loan and incentives management replacement project.

Previously, these products were all purchased separately, which proved difficult to manage with varying terms and expiration dates.


This purchase will be made under the New Jersey State contract, M-0003 Software License and Related Services, under an Enterprise Agreement, in accordance with Dell Marketing, LP's contract #89850. The contract term is 9/1/15 to 6/30/20.

At this time, the Authority is required to renew all Microsoft licensing for a three-year term. The cost of this agreement is estimated to be \$307,500 per year, with a total estimated cost of \$922,500 over the three (3) year agreement term.

**Recommendation**

The Members are asked to approve the recommendation that the Authority renew the Microsoft Enterprise Agreement in accordance with the specifications, terms and conditions of the State Contract.

The Operating Budget for the Enterprise Agreement under the three-year term will be \$922,500. The initial payment is expected not to exceed \$307,500. The second and third year payments are expected to be similar, but could change slightly dependent upon the addition or removal of component services under the Enterprise Agreement.

  
\_\_\_\_\_  
Timothy J. Lizura

Prepared by: Patrick McMillian



## **MEMORANDUM**

**TO:** Members of the Authority

**FROM:** Timothy J. Lizura  
President/Chief Operating Officer

**DATE:** October 12, 2017

**RE:** Proposed Rule Readoption / Title 19, Chapters 30 and 31

### **Summary:**

The Members are requested to approve the proposed readoption of the EDA's rules, N.J.A.C. 19:30 and 31, with amendments (see attached), pursuant to Executive Order No. 66 (1978), statutory requirement for rulemaking at N.J.S.A. 52:14B-1 and Office of Administrative Law (OAL) procedures at N.J.A.C. 1:30-6.

### **Background:**

Executive Order No. 66 provides that all shall include an expiration date to discourage excessive agency rulemaking through a reflective rulemaking review to eliminate unnecessary, redundant, confusing or unreasonable rules. N.J.S.A. 52:14B-5.1, as amended, provides that all rules shall expire seven years following the effective date, and as detailed in N.J.A.C. 1:30-6, may be readopted without changes to current rule text, with technical change, or with amendments to current rule text, new rules, and/or repeals to exiting rules.

The EDA's rules – Title 19, Chapter 30 Administrative Rules and Chapter 31 Authority Assistance Programs – are scheduled to expire November 9, 2017. The staff has reviewed the subchapters contained in N.J.A.C. 19:30 and 19:31 and determined that they are necessary, reasonable and proper for the purpose in which they were originally promulgated, i.e., to accomplish the general purposes of the New Jersey Economic Development Authority Act, N.J.S.A. 34:1B-1 et seq., and to implement the programs and incentives administered by the EDA.

Moreover, with the extensive revisions made in the previous readoption, particularly on the Administrative Rules contained in Title 19, Chapter 30, and the on-going revisions to major EDA incentives based on statutory changes involving the rules for Authority Assistance Programs in Chapter 31, the following are proposed for readoption, without change:

#### **Title 19, Chapter 30 – Administrative Rules**

- Subchapter 1 – General Provisions
- Subchapter 2 – Disqualification/Debarment/Conflict of Interest
- Subchapter 3 – Affirmative Action in Authority Financed Construction Projects
- Subchapter 4 – Payment of Prevailing Wages in Authority Projects
- Subchapter 5 – Targeting of Authority Assistance

Subchapter 6 – Fees

Subchapter 7 – Disability Discrimination Complaint Procedure

Subchapter 8 – Professional Services Contracts

**Title 19, Chapter 31 – Authority Assistance Programs**

Subchapter 1 – Bond Financing Program

Subchapter 2 – Loan Guarantee Programs

Subchapter 3 – Direct Loan Program

Subchapter 5 – Reserved

Subchapter 6 – Main Street Business Assistance Program

Subchapter 7 – Local Development Financing Fund

Subchapter 8 – Hazardous Discharge Site Remediation Fund

Subchapter 9 – Urban Transit Hub Tax Credit Program

Subchapter 11 – Petroleum Underground Storage Tank Remediation/Upgrade/Closure Fund

Subchapter 12 – Technology Business Tax Certificate Transfer Program

Subchapter 13 – Energy Sales Tax Exemption Program

Subchapter 14 – Business Retention and Relocation Assistance Grant Program

Subchapter 15 – Tax Credit Certificate Transfer Program

Subchapter 16 – Sales and Use Tax Exemption Program

Subchapter 17 – Energy Sales and Use Tax Exemption Program for Certain Counties

However, the following subchapters are proposed for readoption, with amendments, to implement statutory revisions and/or to update provisions necessary for the implementation of applicable programs, as summarized below:

**Economic Redevelopment and Growth (ERG) Program, N.J.A.C. 19:31-4** – The proposed amendments: 1) revise the term “qualified residential project” *to reflect the extension in P.L. 2015, c. 252 to extend the deadline by which certain developers must submit a temporary certificate of occupancy from July 28, 2018 to July 28, 2019*; and 2) modify the terms “qualifying economic redevelopment and growth grant incentive area” or “incentive area,” *to allow certain existing rural development areas zoned for industrial use in the Pinelands to be eligible under the ERG Program*, pursuant to P.L. 2016, c. 75.

**Business Employment Incentive Program (BEIP), N.J.A.C. 19:31-10** – The proposed amendment, at N.J.A.C. 19:31-10.10, deletes subsection (e) pertaining to refunds which shall be made payable to the State of New Jersey with notice to the Authority for deposit in the Property Tax Relief Fund, to provide administrative flexibility to the Division of Taxation in the Department of Treasury and is consistent with the rules for other EDA incentive programs.

**Grow New Jersey Assistance (Grow NJ) Program, N.J.A.C. 19:31-18** – The proposed amendments, pursuant to P.L. 2016, c. 75, redefine the term “qualified incentive area” *to allow certain existing rural development areas zoned for industrial use in the Pinelands* to be eligible under the Grow NJ Program. In addition, N.J.A.C. 19:31-18.2 redefines the term “withholdings” to delete an existing provision pertaining to the calculation of withholdings for certain out-of-state employees so that the definition of withholding reflects actual withholdings pursuant to the State of New Jersey and Commonwealth of Pennsylvania Reciprocal Personal Income Tax Agreement. Finally, the proposed amendments *provide increased tax credit amounts for certain businesses that have collaborative research relationships with colleges or universities*, pursuant to **P.L. 2017, c. 221**, as follows:

N.J.A.C. 19:31-18.2 establishes new definitions for “college or university,” “county college,”

“doctoral university,” “Garden State Create Zone,” “independent institution of higher education,” “public research university,” and “State college;”

N.J.A.C. 19:31-18.6 clarifies that the existing fees of \$5,000 for any administrative changes, additions, or modifications to the tax credit and \$7,500 for any major, changes, additions, or modifications to the tax credit, such as those requiring extensive staff time and Board approval, shall apply for projects with total tax credits of \$5,000,000 or less;

N.J.A.C. 19:31-18.8(b)1 establishes the base amount of the tax credit for each new or retained full-time job for a qualified business facility located within a Garden State Create Zone and used by an eligible business in a targeted industry to conduct a collaborative research relationship with a doctoral university within the zone, which shall be \$5,000 per year;

Proposed New N.J.A.C. 19:31-18.8(c)18: 1) authorizes an increase in the tax credit for each new or retained full-time job for an eligible business in a targeted industry at a qualified business facility on the campus of a college or university other than a doctoral university, or at a qualified business facility within a three-mile radius of the outermost boundary of the campus of a college or university other than a doctoral university, which facility is used by the business to conduct a collaborative research relationship with the college or university, which shall be an increase of \$1,000 per year; and 2) provides that the boundary of the campus of a college or university shall be based upon a map appearing in the college’s or university’s official catalog or other official publication on the effective date of P.L. 2017, c. 221;

N.J.A.C. 19:31-18.8(d)2 establishes the gross amount of the tax credit for an eligible business for each new or retained full-time job at a qualified business facility located within a Garden State Create Zone, which shall not exceed \$12,000 per year; and

N.J.A.C. 19:31-18.8(f)3 provides that the amount of tax credits available to be applied by the business annually shall not exceed \$10,000,000 in a Garden State Create Zone.

**Angel Investor Tax Credit Program, N.J.A.C. 19:31-19** – The proposed amendments to the Angel Investor Tax Credit Program *authorize tax credits for qualified investments in certain New Jersey emerging technology business holding companies* pursuant to **P.L. 2017, c. 40**, as follows:

N.J.A.C. 19:31-19.3(a) is revised to clarify that, to be considered for tax credits, an investor shall make a qualified investment in a New Jersey emerging technology business or a New Jersey emerging technology business holding company;

N.J.A.C. 19:31-19.3(b) is revised to 1) provide that the Program applies to privilege periods and taxable years beginning on or after January 1, 2012, and qualified investments in New Jersey emerging technology businesses, and in New Jersey emerging technology business holding companies that make verified transfers of funds to New Jersey emerging technology businesses, that conduct technology commercialization in this State in the field of carbon footprint reduction technology for privilege periods and taxable years beginning on or after May 1, 2017; 2) set a deadline of December 31, 2017 for applicants who made qualified investments in New Jersey emerging technology business holding companies in tax years and taxable years before May 1, 2017; and 3) insert the terms “in a New Jersey emerging technology business,” pertaining to all other qualified investments and the date upon which an investor shall submit a completed application, and clarify that for all other qualified investments in New Jersey emerging technology business holding companies, an investor must submit a completed application within six months

of the date of the verified transfer of funds;

Proposed new N.J.A.C. 19:31-19.3(e) provides that for qualified investments in a New Jersey emerging company, the verified transfer of funds shall be evidenced by certain documentation, as delineated therein;

N.J.A.C. 19:31-19.4(b)2ii is revised to provide that the information required therein is required as of the time of the qualified investment and the time of application; and provide that applications for qualified investments in New Jersey emerging technology business holding companies made before May 1, 2017 shall provide certain information, as of the time of the qualified investment and the earliest of six months after the verified transfer of funds or at the time of application;


Proposed new N.J.A.C. 19:31-19.4(b)3 adds application submission requirements pertaining to New Jersey emerging technology business holding company information, which shall include certain information applicable: 1) at the time of application; 2) at the time of the verified transfer of funds; and 3) at the time of application;

N.J.A.C. 19:31-19.6(a) is revised to clarify that a taxpayer shall be allowed a credit against the tax imposed under the Corporation Business Tax or Gross Income Tax in an amount equal to 10 percent of the qualified investment made by the investor in a New Jersey emerging technology business or in a New Jersey emerging technology business holding company that makes a verified transfer of funds to a New Jersey emerging technology business; and

Proposed new N.J.A.C. 19:31-19.6(c) provides that the credit for a New Jersey S corporation may be applied by the share-holders of the S corporation against the tax liability otherwise due under the Gross Income Tax provided that the amount of credit that may be used shall be determined by allocating to each share-holder of the S corporation that proportion of the tax credit of the S corporation that is equal to the shareholder's proportionate share of the S corporation, whether or not distributed, of the total distributive income or gain of the S corporation for its tax period ending with or within the shareholder's tax period, and the credit may be applied by the shareholders against the tax liability otherwise due.

**Recommendation:**

The Members are requested to approve the proposed readoption, with amendments and any non-substantive changes hereafter for submission to the Office of Administrative Law (OAL) for publication in the New Jersey Register, subject to review and approval by the Office of the Attorney General, Governor's Counsel and final comment by OAL. The expiration date of the rules will be extended for 180 days following publication in the New Jersey Register and, the proposed amendments may be adopted after the completion of the 60-day comment period.



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Timothy J. Lizura  
President/Chief Operating Officer

Prepared by: Jacob Genovay  
Attachment

## **D R A F T**

### **OTHER AGENCIES**

### **NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**

#### **Proposed Readoptions with Amendments: N.J.A.C. 19:30 and 19:31**

#### **Administrative Rules; Authority Assistance Programs**

Authorized By: New Jersey Economic Development Authority, Melissa Orsen, Chief Executive Officer.

Authority: N.J.S.A. 34:1B-1 et seq.

Calendar Reference: See Summary below for explanation of exception to calendar requirement.

Proposal Number: PRN 2017-\_\_\_\_\_.

Submit written comments by January 19, 2010 to:

Jacob Genovay, Senior Legislative and Regulatory Officer  
New Jersey Economic Development Authority  
PO Box 990  
Trenton, NJ 08625-0990

The agency proposal follows:

#### **Summary**

The New Jersey Economic Development Authority (“EDA” or “Authority”) proposes to readopt N.J.A.C. 19:30 and 19:31 which, pursuant to N.J.S.A. 52:14B-5.1, are scheduled to expire November 9, 2017. In accordance with N.J.S.A. 52:14B-5.1c., the submission of this notice of proposal to the Office of Administrative Law extended that expiration date 180 days to \_\_\_\_\_, 2018.

The Authority has reviewed the subchapters contained in N.J.A.C. 19:30 and 19:31, and determined that they are necessary, reasonable and proper for the purpose in which they were originally promulgated, i.e., to accomplish the general purposes of the New Jersey Economic Development Authority Act, N.J.S.A. 34:1B-1 et seq., and to implement the programs and incentives administered by the EDA.

Accordingly, the Authority proposes to readopt certain subchapters without amendments, and to readopt certain other subchapters with amendments to implement statutory revisions and/or to update provisions necessary for the implementation of applicable programs, as summarized below:



## **N.J.A.C. 19:30 Administrative Rules**

N.J.A.C. 19:30-1, General Provisions, sets forth the mission of the Authority and its specific objectives, the organization's governing body and operating divisions and also details the method by which the public can request information of the Authority and establishes which records maintained by the Authority will not be considered public records pursuant to the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. The subchapter is proposed for readoption without amendments.

N.J.A.C. 19:30-2, Disqualification/Debarment/Conflict of Interest, which sets forth the basis for which an applicant or contractor may be precluded from receiving Authority assistance directly or from the participation of a vendor in an Authority financed project, is proposed for readoption without amendments.

N.J.A.C. 19:30-3, Affirmative Action in Authority Financed Construction Projects, which sets forth guidelines for the application, compliance and monitoring of affirmative action standards by the Authority, is proposed for readoption without amendments.

N.J.A.C. 19:30-4, Payment of Prevailing Wages in Authority Projects, which sets forth the requirements for the payment of prevailing wages in construction contracts financed by the Authority, as well as certain construction projects receiving Authority financial assistance, is proposed for readoption without amendments.

N.J.A.C. 19:30-5, Targeting of Authority Assistance, which sets forth the priority consideration for projects in economically distressed localities and the basis upon which municipalities are selected for targeting, is proposed for readoption without amendments.

N.J.A.C. 19:30-6, Fees, which sets forth fees for various programs administered by the Authority, is proposed for readoption without amendments.

N.J.A.C. 19:30-7, Disability Discrimination Complaint Procedure, which sets forth the procedures for the assurance of the Authority's compliance with the Americans with Disabilities Act (ADA), is proposed for readoption without amendments.

N.J.A.C. 19:30-8, Professional Services Contracts, which sets forth the procurement process for professional services contracts, is proposed for readoption without amendments.

## **N.J.A.C. 19:31 Authority Assistance Programs**

N.J.A.C. 19:31-1, Bond Financing Program, sets forth the eligibility standards and program criteria for the issuance of taxable and tax-exempt bonds, the proceeds of which can be used to provide low interest loans to businesses and certain not-for-profit organizations to finance projects which provide or maintain employment and/or tax ratables. The subchapter is proposed for readoption without amendments.

N.J.A.C. 19:31-2, Loan Guarantee Programs, sets forth the eligibility standards and program criteria for the approval of a guarantee or a portion of the principal amount of a financing for fixed assets or working capital which would increase or maintain employment and/or tax ratables in New Jersey, and which would not be made without the guarantee. The subchapter is proposed for readoption without amendments.

N.J.A.C. 19:31-3, Direct Loan Program, which sets forth the eligibility standards and program criteria for the approval of direct loans to applicants which are unable to obtain funding from conventional sources even with the assistance of an Authority guarantee, is proposed for readoption without amendments.

N.J.A.C. 19:31-4, Economic Redevelopment and Growth Program, sets forth the eligibility standards and program criteria for the Economic Redevelopment and Growth Program which offers an incentive for developers and businesses to address revenue gaps in development projects. The proposed amendments to N.J.A.C. 19:31-4.2: revise the term “qualified residential project” to reflect the extension in P.L. 2015, c. 252 to extend the deadline by which certain developers must submit a temporary certificate of occupancy from July 28, 2018 to July 28, 2019; modify the terms “qualifying economic redevelopment and growth grant incentive area” or “incentive area” to allow existing rural development areas zoned for industrial use under the comprehensive management plan prepared and adopted by the Pinelands Commission pursuant to the Pinelands Protection Act, P.L. 1979, c. 111 (N.J.S.A. 13:18A-1 et seq.) to be eligible under the ERG Program, pursuant to P.L. 2016, c. 75; and, revise the terms “developer,” “eligible revenue,” and “qualifying economic redevelopment and growth incentive area” or “incentive area” for grammatical purposes pursuant to P.L. 2016, c. 75.

N.J.A.C. 19:31-5 is reserved.

N.J.A.C. 19:31-6, Main Street Business Assistance Program, which sets forth the eligibility standards and program criteria for the Main Street Business Assistance Program to provide guarantees and loans to small and mid-size businesses, is proposed for readoption without amendments.

N.J.A.C. 19:31-7, Local Development Financing Fund, which sets forth the eligibility standards and program criteria to provide financial assistance to certain commercial and industrial projects in municipalities which qualify for aid pursuant to N.J.S.A. 52:27D-178, is proposed for readoption without amendments.

N.J.A.C. 19:31-8, Hazardous Discharge Site Remediation Fund, which sets forth the eligibility standards and program criteria for the purpose of financing remediation activities at sites where there is a suspicion or actual discharge of hazardous substances or hazardous waste, is proposed for readoption without amendments.

N.J.A.C. 19:31-9, Urban Transit Hub Tax Credit Program, sets forth the eligibility standards and program criteria for the Urban Transit Hub Tax Credit Program to provide capital investment and increased employment in targeted urban rail transit hubs to catalyze economic

development in those transit hubs. The subchapter is proposed for readoption without amendments.

N.J.A.C. 19:31-10, Business Employment Incentive Program, sets forth the eligibility standards and program criteria for the approval of grants to businesses that expand employment in New Jersey. The proposed amendment, at N.J.A.C. 19:31-10.10, deletes subsection (e) pertaining to refunds which shall be made payable to the State of New Jersey with notice to the Authority for deposit in the Property Tax Relief Fund, to provide administrative flexibility to the Division of Taxation in the Department of Treasury and is consistent with the rules for other EDA incentive programs.

N.J.A.C. 19:31-11, Petroleum Underground Storage Tank Remediation, Upgrade and Closure Fund, which sets forth provisions for the special revolving loan and grant fund for the purpose of financing the removal of underground storage tanks, is proposed for readoption without amendments.

N.J.A.C. 19:31-12, Technology Business Tax Certificate Transfer Program, which sets forth the eligibility standards and program criteria for the Technology Business Tax Certificate Transfer Program to assist new or expanding emerging technology and biotechnology companies in New Jersey, is proposed for readoption without amendments.

N.J.A.C. 19:31-13, Energy Sales Tax Exemption Program, sets forth the eligibility standards and program criteria for the Energy Sales Tax Exemption Program to provide for an exemption of sales and use tax for retail sales of electricity and natural gas and their transport to a qualified business in a New Jersey urban enterprise zone for consumption in the zone, or a vertically integrated combination of qualified businesses manufacturing a single product within a single redevelopment area within an enterprise zone, that employs at least 250 people at least 50 percent of whom are directly employed in a manufacturing process. The subchapter is proposed for readoption without amendments.

N.J.A.C. 19:31-14, Business Retention and Relocation Assistance Grant Program, sets forth the eligibility standards and program criteria for the Business Retention and Relocation Assistance Grant (BRRAG) Program to encourage economic development and to preserve jobs that currently exist in New Jersey, but which are in danger of being relocated to premises outside of the State. The subchapter is proposed for readoption without amendments.

N.J.A.C. 19:31-15, Tax Credit Certificate Transfer Program, sets for the eligibility standards and program criteria for the BRRAG Tax Credit Certificate Transfer Program to allow businesses in this State with unused amounts of BRRAG tax credit to surrender those tax credits to other corporations desiring such credits which in exchange will provide private financial assistance to assist in the funding of costs incurred by the relocating business. The subchapter is proposed for readoption without amendments.

N.J.A.C. 19:31-16, Sales and Use Tax Exemption Program, sets forth the eligibility standards and program criteria for the Sales and Use Tax Exemption Program to exempt qualifying businesses from sales and use tax for certain eligible property located or placed at a

business location for a construction and or renovation project to allow for the purchase of machinery, equipment, furniture and furnishings, fixtures and building materials other than tools and supplies until the new facility is functional. The subchapter is proposed for readoption without amendments.

N.J.A.C. 19:31-17, Energy Sales and Use Tax Exemption Program for Certain Counties, sets forth the eligibility standards and program criteria for the Energy Sales and Use Tax Exemption Program for certain counties to provide an energy sales tax exemption for retail sales of electricity and natural gas and their transport to a business in counties designated for the 50 percent tax exemption under section 1 of P.L. 1993, c. 373 that employs at least 50 people at that facility, at least 50 percent of whom are directly employed in a manufacturing process, and provided that the energy and utility services are consumed exclusively at that facility. The subchapter is proposed for readoption without amendments.

N.J.A.C. 19:31-18, Grow New Jersey Assistance Program, sets forth the eligibility standards and program criteria for the Grow New Jersey Assistance (Grow NJ) Program to encourage economic development and job creation and to preserve jobs that currently exist in New Jersey but which are in danger of being relocated outside of the State. The proposed amendments, at N.J.A.C. 19:31-18.2, redefine certain terms used in this subchapter, pursuant to P.L. 2016, c. 75, as follows: “qualified incentive area” is revised to allow existing rural development areas zoned for industrial use under the comprehensive management plan prepared and adopted by the Pinelands Commission pursuant to the Pinelands Protection Act, P.L. 1979, c. 111 (N.J.S.A. 13:18A-1 et seq.) to be eligible under the Grow NJ Program; and the terms “capital investment,” “disaster recovery project,” “full-time employee,” “mega project,” and “qualified incentive area,” are revised for grammatical purposes. In addition, the proposed amendments, at N.J.A.C. 19:31-18.2, redefine the term “withholdings” to delete an existing provision pertaining to the calculation of withholdings for certain out-of-state employees so that the definition of withholding reflects actual withholdings pursuant to the State of New Jersey and Commonwealth of Pennsylvania Reciprocal Personal Income Tax Agreement. Finally, the proposed amendments to the Grow New Jersey Assistance Program provide increased tax credit amounts for certain businesses that have collaborative research relationships with colleges or universities, pursuant to P.L. 2017, c. 221, as follows:

N.J.A.C. 19:31-18.2 establishes new definitions for “college or university,” “county college,” “doctoral university,” Garden State Create Zone,” “independent institution of higher education,” “public research university,” and “State college.”

N.J.A.C. 19:31-18.6 clarifies that the existing fees of \$5,000 for any administrative changes, additions, or modifications to the tax credit and \$7,500 for any major, changes, additions, or modifications to the tax credit, such as those requiring extensive staff time and Board approval, shall apply for projects with total tax credits of \$5,000,000 or less.

N.J.A.C. 19:31-18.8(a) inserts the term “the” pertaining to the total amount of tax credit for an eligible business for each new or retained full-time job.

N.J.A.C. 19:31-18.8(b)1 revises the paragraph pursuant to P.L. 2017, c. 221 to establish the base amount of the tax credit for each new or retained full-time job for a qualified business facility located within a Garden State Create Zone and used by an eligible business in a targeted industry to conduct a collaborative research relationship with a doctoral university within the zone, which shall be \$5,000 per year.

N.J.A.C. 19:31-18.8(c)10 replaces the terms “is in excess of” with the term “exceeds” pertaining to certain minimum capital investment required for eligibility for a mega project or project located within a Garden State Growth Zone.

Proposed New N.J.A.C. 19:31-18.8(c)18: 1. authorizes an increase in the tax credit for each new or retained full-time job for an eligible business in a targeted industry at a qualified business facility on the campus of a college or university other than a doctoral university, or at a qualified business facility within a three-mile radius of the outermost boundary of the campus of a college or university other than a doctoral university, which facility is used by the business to conduct a collaborative research relationship with the college or university, which shall be an increase of \$1,000 per year; and 2. provides that the boundary of the campus of a college or university shall be based upon a map appearing in the college’s or university’s official catalog or other official publication on the effective date of P.L. 2017, c. 221.

N.J.A.C. 19:31-18.8(d)2 establishes the gross amount of the tax credit for an eligible business for each new or retained full-time job at a qualified business facility located within a Garden State Create Zone, which shall not exceed \$12,000 per year.

N.J.A.C. 19:31-18.8(f)3 provides that the amount of tax credits available to be applied by the business annually shall not exceed \$10,000,000 in a Garden State Create Zone.

N.J.A.C. 19:31-19, Angel Investor Tax Credit Program, sets forth the eligibility standards and program criteria for the Angel Investor Tax Credit Program which authorizes credits against corporation business and gross income taxes for qualified investments in New Jersey emerging technology business to spur job creation and growth in New Jersey’s current and next generation of high-skill, high-wage emerging technology industries. The proposed amendments to the Angel Investor Tax Credit Program authorize tax credits for qualified investments in certain New Jersey emerging technology business holding companies pursuant to P.L. 2017, c. 40, as follows:

N.J.A.C. 19:31-19.1 revises the section on applicability and scope to reference New Jersey emerging technology business holding companies.

N.J.A.C. 19:31-19.2 redefines certain terms used in the subchapter, as follows: “eligible technology” is revised to include the term “carbon footprint technology” which is included in the proposal as a new definition; “mobile communications technology” is revised to delete the term “mp3” which is replaced with “digital audio” players; “pilot scale manufacturing” is revised to include grammatical changes; and “qualified investment” is revised to 1. include the term “New Jersey emerging technology business holding company” pertaining to the non-refundable transfer of cash by a non-related investor and 2. expand the existing reference to “a purchase, production, or research agreement” as being “between or among the taxpayer and the New Jersey emerging

technology business or the New Jersey emerging technology business holding company or both.” In addition, the proposed amendments establish new definitions for “carbon footprint reduction technology,” “New Jersey emerging technology business holding company,” and “verified transfer of funds.”

N.J.A.C. 19:31-19.3(a) is revised to clarify that, to be considered for tax credits, an investor shall make a qualified investment in a New Jersey emerging technology business or a New Jersey emerging technology business holding company.

N.J.A.C. 19:31-19.3(b) is revised to 1. provide that the Angel Investor Tax Credit Program applies to privilege periods and taxable years beginning on or after January 1, 2012, except that the Program applies to qualified investments in New Jersey emerging technology businesses, and in New Jersey emerging technology business holding companies that make verified transfers of funds to New Jersey emerging technology businesses, that conduct technology commercialization in this State in the field of carbon footprint reduction technology for privilege periods and taxable years beginning on or after May 1, 2017; 2. set a deadline of December 31, 2017 for applicants who made qualified investments in New Jersey emerging technology business holding companies in tax years and taxable years before May 1, 2017; and 3. insert the terms “in a New Jersey emerging technology business,” pertaining to all other qualified investments and the date upon which an investor shall submit a completed application, and clarify that for all other qualified investments in New Jersey emerging technology business holding companies, an investor must submit a completed application within six months of the date of the verified transfer of funds.

Proposed new N.J.A.C. 19:31-19.3(e) provides that for qualified investments in a New Jersey emerging company, the verified transfer of funds shall be evidenced by certain documentation, as delineated therein.

N.J.A.C. 19:31-19.4(b)2ii is revised to provide that: 1. the information required therein is required as of the time of the qualified investment and the time of application rather than the earliest of six months after the qualified investment or the time of application; and 2) applications for qualified investments in New Jersey emerging technology business holding companies made before May 1, 2017 shall provide the information in existing N.J.A.C. 19:30-19.4(b)2ii(1), (2), (A) and B), as of the time of the qualified investment and the earliest of six months after the verified transfer of funds or at the time of application.

Proposed new N.J.A.C. 19:31-19.4(b)3 adds application submission requirements pertaining to New Jersey emerging technology business holding company information, which shall include certain information applicable: 1) at the time of the qualified investment, as provided in proposed new N.J.A.C. 19:31-19.4(b)3i(1) and (2); 2) at the time of the verified transfer of funds, as provided in proposed new 19:31-19.4(b)3ii; and 3) at the time of application, as provided in proposed new 19:31-19.4(b)3iii(1) and (2).

N.J.A.C. 19:31-19.6(a) is revised to clarify that a taxpayer shall be allowed a credit against the tax imposed under the Corporation Business Tax or New Jersey Gross Income Tax in an amount equal to 10 percent of the qualified investment made by the investor in a New Jersey

emerging technology business or in a New Jersey emerging technology business holding company that makes a verified transfer of funds to a New Jersey emerging technology business.

Proposed new N.J.A.C. 19:31-19.6(c) provides that the credit for a New Jersey S corporation may be applied by the share-holders of the S corporation against the tax liability otherwise due under the Gross Income Tax provided that the amount of credit that may be used shall be determined by allocating to each share-holder of the S corporation that proportion of the tax credit of the S corporation that is equal to the shareholder's proportionate share of the S corporation, whether or not distributed, of the total distributive income or gain of the S corporation for its tax period ending with or within the shareholder's tax period, and the credit may be applied by the shareholders against the tax liability otherwise due.

N.J.A.C. 19:31-19.6(c), recodified as N.J.A.C. 19:31-19.6(d), changes a reference from subsection (e) to (f) pursuant to proposed revisions to the section.

N.J.A.C. 19:31-19.7(d), which pertains to appeal of Authority's action, is revised to reference "New Jersey emerging technology business holding company."

As the Authority has provided a 60-day comment period in this notice proposal, this notice is excepted from the rulemaking calendar requirement, pursuant to N.J.A.C. 1:30-3.3(a)5.

### **Social Impact**

The mission of the EDA is to strengthen New Jersey's economy by retaining and growing businesses through financial assistance, by renewing communities, and by promoting the State's strategic advantages to attract domestic and international businesses. Under the New Jersey Economic Development Authority Act, N.J.S.A. 34:1B-1 et seq., the Authority creates public/private partnerships to bridge financing gaps and to increase access to capital by the State's business community with an emphasis on small and mid-size businesses and not-for-profit organizations. The Authority supports entrepreneurial development through training and mentoring programs and undertakes real estate development projects important to the State's economic growth that will create new jobs and business opportunities and support community development and revitalization. The EDA anticipates that the proposed readoption of N.J.A.C. 19:30 and 19:31 and the proposed amendments, will have a positive social impact by enabling it to continue to provide financial assistance in those instances where the general credit market will not, and further, to stimulate new employment opportunities through the financing of job creating enterprises, as well as continue in its current role as a real estate developer and redeveloper.

### **Economic Impact**

The programs implemented by the Authority and resultant financial assistance have a positive impact on the State's economy. From its inception in 1974, the EDA has provided over \$26.5 billion in financing assistance, leveraging more than \$57 billion in new business investment and supporting the creation of 352,987 estimated new, full-time jobs and 362,058 estimated construction jobs. The proposed readoption of N.J.A.C. 19:30 and 19:31 and the

proposed amendments are intended to further the Authority's efforts to meet its statutory obligation to enhance economic development, and will have a positive economic impact throughout the State.

### **Federal Standards Statement**

A Federal standards analysis is not required because the rules proposed for readoption with amendments, are not subject to any Federal requirements or standards.

### **Jobs Impact**

The Authority anticipates that its' programs, through the proposed readoption of N.J.A.C. 19:30 and 19:31, will continue to have a positive impact and result in job creation and retention throughout the State. In 2016, financing provided by the EDA served as a catalyst for over \$1.9 billion in new public-private investments in New Jersey that are expected to result in the creation of an estimated 8,252 additional permanent jobs and 7,511 construction jobs. This support also helped ensure the retention of approximately 14,889 existing jobs in the State. In addition, the EDA anticipates that the proposed amendments will spur an indeterminate amount of job creation through expanded potential capital investments in newly-eligible projects under the ERG and Grow NJ Programs, as well as investments in emerging technology business holding companies that make transfers of funds to New Jersey emerging technology businesses, including those that conduct technology commercialization in the field of carbon footprint reduction technology.

### **Agriculture Industry Impact**

The rules proposed for readoption with amendments, repeals and new rules will have no impact on the agriculture industry of the State of New Jersey.

### **Regulatory Flexibility Analysis**

The rules proposed for readoption with amendments, will not directly impact businesses as defined under the Regulatory Flexibility Act, N.J.S.A. 52:14B-16 et seq. Generally, businesses eligible for Authority financial assistance are required to comply with the EDA's standard, on-line application process and regular compliance guidelines; however, any costs due to reporting, recordkeeping, or other compliance requirements on qualifying small businesses are fully offset by the amount of financial assistance received. The fees and compliance requirements imposed for financial assistance, are the minimum necessary to operate efficient and effective loan, guarantee, and bond programs. Whether an applicant will require outside professional services, such as an accountant, in providing the information required will depend upon the applicant's internal records and management resources. The readoption of the rules, and amendments, will not impose any additional reporting, recordkeeping or compliance requirements. However, existing reporting, recordkeeping and compliance requirements are retained that include the monthly remittance of principal and interest payments, annual submission of financial reports and certifications, and maintenance of collateral. The EDA has determined that such requirements shall continue as they are necessary to ensure that the



financial condition of the borrower remains sound and that the physical aspects of the project remain sound in order to preserve the Authority's collateral.

The ERG Program provides incentive grants to developers of major development and redevelopment projects, which are invariably large- and medium-sized businesses; therefore, a regulatory flexibility analysis is not required. The Grow NJ Program provides tax credits to eligible businesses that create a minimum of 10 to 35 new and 25 to 50 retained full-time jobs. The proposed amendments, as discussed in the Summary above, may indirectly benefit small businesses, but do not impose any additional compliance requirements, as outlined in N.J.S.A. 52:14B-16 et seq. Specifically, eligible businesses will be required to comply with the EDA's standard, on-line application process and regular incentive compliance guidelines, however any costs due to reporting, recordkeeping, or other compliance requirements on qualifying businesses will be fully offset by the amount of financial assistance received and the only professional services required for such purposes are fully offset by the amount of financial assistance received; and the only professional services required for such purposes are from a certified public accountant.

The proposed amendments revising the Angel Investor Tax Credit Program will impose reporting, recordkeeping, or other compliance requirements on small business, as defined in the Regulatory Flexibility Act, N.J.S.A. 52:14B-16 et seq. should the business apply for the tax credit as a New Jersey emerging technology business holding company. Specifically, an investor would be required to comply with the EDA's standard, on-line application process and pay a graduated application fee designed to ease the burden on applicants that may be small businesses. Finally, the New Jersey emerging technology business holding company will be required to provide general information relating to its organization and employees to support the investor application, however, professional services will not be necessary for such purposes.

### **Housing Affordability Impact Analysis**

The rules proposed for readoption with amendments, will assist with the creation of affordable housing units, including multi-family rental housing and for sale housing in the State, because the ERG Program dedicates a certain amount of incentives to qualified residential projects. With certain exceptions, these qualified residential projects must set aside at least 20 percent of the residential units for occupancy by low or moderate income households. The remaining rules proposed for readoption with amendments, implement the Authority's administrative rules and non-residential financial assistance programs.

### **Smart Growth Development Impact Analysis**

The ERG Program rules proposed for readoption with amendments, will assist with the creation of additional housing units, including residential units for occupancy by low or moderate income households, and may result in an indeterminate decrease in the average cost of housing in Planning Areas 1 or 2 of the State Development and Redevelopment Plan. The remaining rules proposed for readoption with amendments, implement the Authority's administrative rules and non-residential financial assistance programs.

**Full text** of the rules proposed for readoption may be found in the New Jersey Administrative Code at N.J.A.C. 12A:31, 19:30 and 19:31.

**Full text** of the proposed amendments follows (additions indicated in boldface **thus**; deletions indicated in brackets [thus]):

## CHAPTER 31

### AUTHORITY ASSISTANCE PROGRAMS

#### SUBCHAPTER 4. ECONOMIC REDEVELOPMENT AND GROWTH PROGRAM

##### 19:31-4.2 Definitions

The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise.

...

“Developer” means any person who enters or proposes to enter into a redevelopment incentive grant agreement or an approval letter pursuant to the provisions of the Economic Redevelopment and Growth (ERG) Program, or its successors or [assigns] **assignees**, including, but not limited to, a lender that has been approved by the Authority and the State Treasurer and that completes a redevelopment project, operates a redevelopment project, or completes and operates a redevelopment project, a municipal redeveloper, or Rutgers, the State University of New Jersey.

...

“Eligible revenue” means any of the incremental revenues set forth in section 6 of P.L. 2009, c. 90 (N.J.S.A. 52:27D-489f), except in the case of a Garden State Growth Zone, in which [such] **the** property tax increment and any other incremental revenues are calculated as those incremental revenues that would have existed notwithstanding the provisions of the New Jersey Economic Opportunity Act of 2013, P.L. 2013, c. 161.

...

“Qualified residential project” means a redevelopment project for which a developer must submit a temporary certificate of occupancy by July 28, [2018] **2019**, that is predominantly residential and includes multi-family residential units for purchase or lease, or dormitory units for purchase or lease, having a total project cost of at least \$17,500,000, if the project is located in any municipality with a population greater than 200,000 according to the latest Federal decennial census, or having a total project cost of at least \$10,000,000 if the project is located in any municipality with a population less than 200,000 according to the latest Federal decennial census, or is a disaster recovery project, or having a total project cost of \$5,000,000 if the project is in a Garden State Growth Zone. A qualified residential project shall not include transitional or homeless units.

...

“Qualifying economic redevelopment and growth grant incentive area” or “incentive area” means an aviation district, a port district, a distressed municipality, or an area:

1. Designated as Planning Area 1 (Metropolitan), Planning Area 2 (Suburban), or Planning Area 3 (Fringe Planning Area), pursuant to the State Planning Act, P.L. 1985, c. 398 (N.J.S.A. 52:18A-196 et seq.); or

2. Located within:

i. A smart growth area and planning area designated in a master plan adopted by the New Jersey Meadowlands Commission pursuant to subsection (i) of section 6 of P.L. 1968, c. 404 (N.J.S.A. 13:17-6) or subject to a redevelopment plan adopted by the New Jersey Meadowlands Commission pursuant to section 20 of P.L. 1968, c. 404 (N.J.S.A. 13:17-21);

ii. Any land owned by the New Jersey Sports and Exposition Authority, established pursuant to P.L. 1971, c. 137 (N.J.S.A. 5:10-1 et seq.), within the boundaries of the Hackensack Meadowlands District as delineated in section 4 of P.L. 1968, c. 404 (N.J.S.A. 13:17-4), including the sports complex, that is, the 750-acre sports and exposition site located in the Borough of East Rutherford under the jurisdiction of the New Jersey Sports and Exposition Authority as of February 5, 2015, the effective date of P.L. 2015, c. 19 (N.J.S.A. 5:10A-1 et seq.), and such additional property that is owned and controlled by the New Jersey Sports and Exposition Authority as may be designated by the Meadowlands Regional Commission, as established by P.L. 1971, c. 137 (N.J.S.A. 5:10-1 et seq.), P.L. 1968, c. 404 (N.J.S.A. 13:17-1 et seq.), and section 6 of P.L. 2015, c. 19 (N.J.S.A. 5:10A-6) from time to time as part of the sports complex;

iii. A regional growth area, **a rural development area zoned for industrial use as of the effective date of P.L. 2016, c. 75**, a town, a village, or a military and Federal installation area designated in the comprehensive management plan prepared and adopted by the Pinelands Commission pursuant to the Pinelands Protection Act, P.L. 1979, c. 111 (N.J.S.A. 13:18A-1 et seq.);

iv. The planning area of the Highlands Region as defined in section 3 of P.L. 2004, c. 120 (N.J.S.A. 13:20-3) or in a highlands development credit receiving area or redevelopment area;

v. A Garden State Growth Zone;

vi. Land approved for closure under any Federal Base Closure and Realignment Commission action; or

vii. Only the following portions of the areas designated pursuant to the State Planning Act, P.L. 1985, c. 398 (N.J.S.A. 52:18A-196 et seq.), as Planning Area 4A (Rural Planning Area), Planning Area 4B (Rural/Environmentally Sensitive), or Planning Area 5 (Environmentally

Sensitive). This subparagraph shall only apply if Planning Area 4A (Rural Planning Area), Planning Area 4B (Rural/Environmentally Sensitive), or Planning Area 5 (Environmentally Sensitive) is located within:

- (1) A designated center under the State Development and Redevelopment Plan;
  - (2) A designated growth center in an endorsed plan until the State Planning Commission revises and readopts New Jersey's State Strategic Plan and adopts rules to revise this definition as it pertains to Statewide planning areas;
  - (3) Any area determined to be in need of redevelopment pursuant to sections 5 and 6 of P.L. 1992, c. 79 (N.J.S.A. 40A:12A-5 and 40A:12A-6) or in need of rehabilitation pursuant to section 14 of P.L. 1992, c. 79 (N.J.S.A. 40A:12A-14);
  - (4) Any area on which a structure exists or previously existed, including any desired expansion of the footprint of the existing or previously existing structure, provided [such] **the** expansion otherwise complies with all applicable Federal, State, county, and local permits and approvals;
  - (5) The planning area of the Highlands Region as defined in section 3 of P.L. 2004, c. 120 (N.J.S.A. 13:20-3) or a highlands development credit receiving area or redevelopment area; or
  - (6) Any area on which an existing tourism destination project is located.
- “Qualifying economic redevelopment and growth grant incentive area” or “incentive area” shall not include any property located within the preservation area of the Highlands Region as defined in the Highlands Water Protection and Planning Act, P.L. 2004, c. 120 (N.J.S.A. 13:20-1 et seq.).

...

#### SUBCHAPTER 10. BUSINESS EMPLOYMENT INCENTIVE PROGRAM

##### 19:31-10.10 Rescission and withholding of grant payments

(a)-(d) (No change.)

[(e) Refunds shall be made payable to the State of New Jersey with notice to the Authority for deposit in the Property Tax Relief Fund and mailed to the:

Business Employment Incentive Program  
Division of Taxation  
PO Box 248  
Trenton, NJ 08625]

#### SUBCHAPTER 18. GROW NEW JERSEY ASSISTANCE PROGRAM

## 19:31-18.2 Definitions

The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise.

...

“Capital investment” in a qualified business facility means expenses by a business or any affiliate of the business incurred after application for: site preparation and construction, repair, renovation, improvement, equipping, or furnishing on real property or of a building, structure, facility, or improvement to real property; obtaining and installing furnishings and machinery, apparatus, or equipment, including, but not limited to, material goods subject to bonus depreciation under sections 168 and 179 of the Federal Internal Revenue Code (26 U.S.C. §§ 168 and 179), for the operation of a business on real property in a building, structure, facility, or improvement to real property, including associated soft costs; and receiving Highlands Development Credits under the Highlands Transfer Development Rights Program authorized pursuant to section 13 of P.L. 2004, c. 120 (N.J.S.A. 13:20-13); or any of the preceding. Capital investment includes obtaining and installing furnishings and machinery, apparatus, or equipment for the operation of a business in a building, structure, facility, or improvement to real property, site-related utility and transportation infrastructure improvements, plantings or other environmental components required to attain the level of silver rating or above in the LEED building rating system, but only to the extent that such capital investments have not received any grant financial assistance from any other State funding source including N.J.S.A. 52:27H-80 et seq. (The United States Green Building Council has developed the Leadership in Energy & Environmental Design (LEED) Green Building Rating System for measuring the energy efficiency and environmental sustainability of buildings. The LEED Rating System is a third-party certification program and the nationally accepted benchmark for the design, construction, and operation of high performance buildings.) Vehicles and heavy equipment not permanently located in the building, structure, facility, or improvement shall not constitute a capital investment. Also included is remediation of the qualified business facility, but only to the extent that such remediation has not received financial assistance from any other Federal, State, or local funding source. In a Garden State Growth Zone, the following qualify as a capital investment: any [and all] development, redevelopment and relocation costs, including, but not limited to, site acquisition if made within 24 months of application to the Authority, engineering, legal, accounting, and other professional services required; and relocation, environmental remediation, and infrastructure improvements for the project area, including, but not limited to, on- and off-site utility, road, pier, wharf, bulkhead, or sidewalk construction or repair. A business that acquires or leases a qualified business facility shall also be deemed to have acquired the capital investment made or acquired by the seller or landlord if pertaining primarily to the premises of the qualified business facility, and, if pertaining generally to the qualified business facility being acquired or leased, shall be allocated to the premises of the qualified business facility on the basis of the gross leasable area of the premises in relation to the total gross leasable area in the qualified business facility. The capital investment described in this definition may include any capital investment made or acquired within 24 months prior to the date of application, so long as the amount of capital investment made or acquired by the business, any affiliate of the business,

or any owner after the date of application equals at least 50 percent of the amount of capital investment, allocated to the premises of the qualified business facility being acquired or leased on the basis of the gross leasable area of [such] **the** premises in relation to the total gross leasable area in the qualified business facility made or acquired prior to the date of application.

**“College or university” means a county college, an independent institution of higher education, a public research university, or a State college.**

...

**“County college” means an educational institution established by one or more counties, pursuant to chapter 64A of Title 18A of the New Jersey Statutes.**

...

**“Disaster recovery project” means a project located on property that has been wholly or substantially damaged or destroyed as a result of a Federally declared disaster which, after utilizing all disaster funds available from Federal, State, county, and local funding sources, demonstrates to the satisfaction of the Authority that access to additional funding authorized pursuant to the New Jersey Economic Opportunity Act of 2013, P.L. 2013, c. 161, is necessary to complete [such] **the** redevelopment project, and which is located within the qualified incentive area.**

...

**“Doctoral university” means a university located within New Jersey that is classified as a doctoral university under the Carnegie Classification of Institutions of Higher Education’s Basic Classification methodology on the effective date of P.L. 2017, c. 221.**

...

**“Full-time employee” means a person: who is employed by a business for consideration for at least 35 hours a week, or who renders any other standard of service generally accepted by custom or practice as full-time employment, or who is employed by a professional employer organization pursuant to an employee leasing agreement between the business and the professional employer organization, in accordance with P.L. 2001, c. 260 (N.J.S.A. 34:8-67 et seq.) for at least 35 hours a week, or who renders any other standard of service generally accepted by custom or practice as full-time employment, and whose wages are subject to withholding as provided in the New Jersey Gross Income Tax Act, N.J.S.A. 54A:1-1 et seq., or who is a resident of another state but whose income is not subject to the New Jersey Gross Income Tax Act, N.J.S.A. 54A:1-1 et seq., or who is a partner of a business who works for the partnership for at least 35 hours a week, or who renders any other standard of service generally accepted by custom or practice as full-time employment, and whose distributive share of income, gain, loss, or deduction, or whose guaranteed payments, or any combination thereof, is subject to the payment of estimated taxes, as provided in the New Jersey Gross Income Tax Act, N.J.S.A. 54A:1-1 et seq. and who, except for purposes of the Statewide workforce, is provided, by the**

business, with employee health benefits under a health benefits plan authorized pursuant to State or Federal law. With respect to a logistics, manufacturing, energy, defense, aviation, or maritime business, excluding primarily warehouse or distribution operations, located in a port district having a container terminal: the requirement that employee health benefits are to be provided shall be deemed to be satisfied if [such] **the** benefits are provided in accordance with industry practice by a third party obligated to provide such benefits pursuant to a collective bargaining agreement; full-time employment shall include, but not be limited to, employees that have been hired by way of a labor union hiring hall or its equivalent; 35 hours of employment per week at a qualified business facility shall constitute one “full-time employee,” regardless of whether or not the hours of work were performed by one or more persons. For any project located in a Garden State Growth Zone that qualifies under the Municipal Rehabilitation and Economic Recovery Act, P.L. 2002, c. 43 (N.J.S.A. 52:27BBB-1 et seq.), or any project located in the Atlantic City Tourism District as established pursuant to section 5 of P.L. 2011, c. 18 (N.J.S.A. 5:12-219) and regulated by the Casino Reinvestment Development Authority, and which will include a retail facility of at least 150,000 square feet, of which at least 50 percent will be occupied by either a full-service supermarket or grocery store, 30 hours of employment per week at a qualified business facility shall constitute one “full-time employee,” regardless of whether [or not] the hours of work were performed by one or more persons, and the requirement that employee health benefits are to be provided shall be deemed to be satisfied if the employees of the business are covered by a collective bargaining agreement. “Full-time employee” shall not include any person who works as an independent contractor or on a consulting basis for the business. Full-time employee shall also not include any person who at the time of project application works in New Jersey for consideration for at least 35 hours per week, or who renders any other standard of service generally accepted by custom or practice as full-time employment but who prior to project application was not provided, by the business, with employee health benefits under a health benefits plan authorized pursuant to State or Federal law.

**“Garden State Create Zone” means the campus of a doctoral university, and the area within a three-mile radius of the outermost boundary of the campus of a doctoral university, according to a map appearing in the doctoral university’s official catalog or other official publication on the effective date of P.L. 2017, c. 221.**

...

**“Independent institution of higher education” means a college or university incorporated and located in New Jersey, which by virtue of law or character or license is a nonprofit educational institution authorized to grant academic degrees and which provides a level of education which is equivalent to the education provided by the State’s public institutions of higher education, as attested by the receipt of and continuation of regional accreditation by the Middle States Association of Colleges and Schools, and which is eligible to receive State aid under the provisions of the Constitution of the United States and the Constitution of the State of New Jersey, but does not include any educational institution dedicated primarily to the education or training of ministers, priests, rabbis or other professional persons in the field of religion.**

...

“Mega project” means:

1. A qualified business facility located in a port district housing a business in the logistics, manufacturing, energy, defense, or maritime industries, either:

i. Having a capital investment in excess of \$ 20,000,000, and at which more than 250 full-time employees of [such] **the** business are created or retained; or

ii. At which more than 1,000 full-time employees of [such] **the** business are created or retained;

2. A qualified business facility located in an aviation district housing a business in the aviation industry, in a Garden State Growth Zone, or in a priority area housing the United States headquarters and related facilities of an automobile manufacturer, either:

i. Having a capital investment in excess of \$ 20,000,000, and at which more than 250 full-time employees of [such] **the** business are created or retained; or

ii. At which more than 1,000 full-time employees of [such] **the** business are created or retained;

3. A qualified business facility located in an urban transit hub housing a business of any kind, having a capital investment in excess of \$ 50,000,000, and at which more than 250 full-time employees of [a] **the** business are created or retained;

4. A project located in an area designated in need of redevelopment, pursuant to P.L. 1992, c. 79 (N.J.S.A. 40A:12A-1 et seq.), prior to the enactment of P.L. 2014, c. 63, within Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Ocean, or Salem counties having capital investment in excess of \$ 20,000,000, and at which more than 150 full-time employees of [a] **the** business are created or retained; or

5. For applications submitted after July 1, 2016, a qualified business facility primarily used by a business principally engaged in research, development, or manufacture of a drug or device, as defined in N.J.S.A. 24:1-1, or primarily used by a business licensed to conduct a clinical laboratory and business facility pursuant to the “New Jersey Clinical Laboratory Improvement Act,” P.L. 1975, c. 166 (N.J.S.A. 45:9-42.26 et seq.), either:

i. Having a capital investment in excess of \$ 20,000,000, and at which more than 250 full-time employees of [such] **the** business are created or retained; or

ii. At which more than 1,000 full-time employees of [such] **the** business are created or retained.

...



**“Public research university” means a public research university as defined in section 3 of P.L. 1994, c. 48 (N.J.S.A. 18A:3B-3).**

...

“Qualified incentive area” means an aviation district, a port district, a distressed municipality, urban transit hub municipality, or an area:

1. Designated as Planning Area 1 (Metropolitan), Planning Area 2 (Suburban), or Planning Area 3 (Fringe Planning Area), pursuant to the State Planning Act, P.L. 1985, c. 398 (N.J.S.A. 52:18A-196 et seq.); or

2. Located within:

i. A smart growth area and planning area designated in a master plan adopted by the New Jersey Meadowlands Commission pursuant to subsection (i) of section 6 of P.L. 1968, c. 404 (N.J.S.A. 13:17-6) or subject to a redevelopment plan adopted by the New Jersey Meadowlands Commission pursuant to section 20 of P.L. 1968, c. 404 (N.J.S.A. 13:17-21);

ii. Any land owned by the New Jersey Sports and Exposition Authority, established pursuant to P.L. 1971, c. 137 (N.J.S.A. 5:10-1 et seq.), within the boundaries of the Hackensack Meadowlands District as delineated in section 4 of P.L. 1968, c. 404 (N.J.S.A. 13:17-4), including the sports complex, that is, the 750-acre sports and exposition site located in the Borough of East Rutherford under the jurisdiction of the New Jersey Sports and Exposition Authority as of the effective date of P.L. 2015, c. 19 (N.J.S.A. 5:10A-1 et seq.) and such additional property that is owned and controlled by the New Jersey Sports and Exposition Authority as may be designated by the Meadowlands Regional Commission, as established by P.L. 1971, c. 137 (N.J.S.A. 5:10-1 et seq.), P.L. 1968, c. 404 (N.J.S.A. 13:17-1 et seq.), and section 6 of P.L. 2015, c. 19 (N.J.S.A. 5:10A-6) from time to time as part of the sports complex;

iii. A regional growth area, **a rural development area zoned for industrial use as of the effective date of P.L. 2016, c. 75**, a town, a village, or a military and Federal installation area designated in the comprehensive management plan prepared and adopted by the Pinelands Commission pursuant to the Pinelands Protection Act, P.L. 1979, c. 111 (N.J.S.A. 13:18A-1 et seq.);

iv. The planning area of the Highlands Region as defined in section 3 of P.L. 2004, c. 120 (N.J.S.A. 13:20-3) or in a highlands development credit receiving area or redevelopment area;

v. A Garden State Growth Zone;

vi. Land approved for closure under any Federal Commission on Base Realignment and Closure action; or

vii. Areas designated pursuant to the State Planning Act, P.L. 1985, c. 398 (N.J.S.A. 52:18A-196 et seq.), as Planning Area 4A (Rural Planning Area), Planning Area 4B

(Rural/Environmentally Sensitive), or Planning Area 5 (Environmentally Sensitive) only if such areas are located within:

- (1) A designated center under the State Development and Redevelopment Plan;
  - (2) A designated growth center in an endorsed plan until the State Planning Commission revises and readopts New Jersey's State Strategic Plan and adopts rules to revise this definition as it pertains to Statewide planning areas;
  - (3) Any area determined to be in need of redevelopment pursuant to sections 5 and 6 of P.L. 1992, c. 79 (N.J.S.A. 40A:12A-5 and 40A:12A-6) or in need of rehabilitation pursuant to section 14 of P.L. 1992, 40 c. 79 (N.J.S.A. 40A:12A-14);
  - (4) Any area on which a structure exists or previously existed, including any desired expansion of the footprint of the existing or previously existing structure, provided [such] **the** expansion otherwise complies with all applicable Federal, State, county, and local permits and approvals;
  - (5) The planning area of the Highlands Region as defined in section 3 of P.L. 2004, c. 120 (N.J.S.A. 13:20-3) or a highlands development credit receiving area or redevelopment area; or
  - (6) Any area on which an existing tourism destination project is located.
- “Qualified incentive area” shall not include any property located within the preservation area of the Highlands Region as defined in section 3 of P.L. 2004, c. 120 (N.J.S.A. 13:20-3).

...

**“State college” means a State college or university established pursuant to chapter 64 of Title 18A of the New Jersey Statutes.**

...

“Withholdings” means the amount withheld by a business from the wages of full-time employees or estimated taxes paid by, or on behalf of, partners that are full-time employees, or any combination thereof, pursuant to the New Jersey Gross Income Tax Act, N.J.S.A. 54A:1-1 et seq., and, if the full-time employee is an employee whose position has moved to New Jersey but whose income is not subject to the New Jersey gross income tax pursuant to N.J.S.A. 54A:1-1 et seq., the amount of withholding that would occur if the employee were to move to New Jersey.] Withholdings shall not include amounts withheld by a business from stock options or from stock options, money, or other payments given to a full-time employee pursuant to the termination of employment of the full-time employee. Withholdings shall include amounts withheld by a business from money or other payments given to a full-time employee pursuant to a bonus for commencing employment or for services rendered by the full-time employee.

...

19:31-18.6 Fees

(a)-(f) (No change.)

(g) For each project with total tax credits of \$5,000,000 **or less**, a non-refundable fee of \$5,000 shall be paid for each request for any administrative changes, additions, or modifications to the tax credit; and a non-refundable fee of \$7,500 shall be paid for any major changes, additions, or modifications to the tax credit, such as those requiring extensive staff time and Board approval. For each project with total tax credits in excess of \$5,000,000, a non-refundable fee of \$10,000 shall be paid for each request for any administrative changes, additions, or modifications to the tax credit; and a non-refundable fee of \$25,000 shall be paid for any major changes, additions, or modifications to the tax credit, such as those requiring extensive staff time and Board approval.

(h)-(i) (No change.)

19:31-18.8 Determination of grant amount; bonus award

(a) The total amount of **the** tax credit for an eligible business shall be for each new or retained full-time job as set forth in this section. The total tax credit amount shall be calculated and credited to the business annually for each year of the eligibility period; however, except as set forth in N.J.A.C. 19:31-18.11(e), the total tax credit amount credited annually to the business shall not exceed the maximum amount determined by the Board under N.J.A.C. 19:31-18.7(d) and the amount calculated pursuant to N.J.A.C. 19:31-18.7(g), divided by the number of years in the eligibility period. The total amount of tax credit shall be calculated by combining the jobs in buildings that have the same factors set forth in this section that affect the tax credit calculation. The total amount of tax credit shall be calculated separately for jobs in a building with factors that are different than the factors affecting the calculation for jobs in the other buildings in a complex of buildings. Notwithstanding that the total tax credit for jobs in different buildings may be calculated separately, forfeitures pursuant to N.J.A.C. 19:31-18.15 and defaults and recaptures included in the incentive agreement pursuant to N.J.A.C. 19:31-18.10(b) shall be based on the aggregate capital investment and eligible full-time jobs.

(b) The base amount of the tax credit for each new or retained full-time job shall be as follows:

1. For a qualified business facility located within an urban transit hub municipality [or], **located within in a Garden State Growth Zone, located within a Garden State Create Zone and used by an eligible business in a targeted industry to conduct a collaborative research relationship with a doctoral university within the zone, or which** is a mega project, \$5,000 per year;

2.-4 (No change.)

(c) In addition to the base amount of the tax credit, the amount of the tax credit to be awarded for each new or retained full-time job shall be increased if the qualified business facility meets

any of the following priority criteria or other additional or replacement criteria determined by the Authority from time to time in response to evolving economic or market conditions, provided that (c)5, 6, 8, and 10 below shall not apply to a qualified incubator facility:

1.-9. (No change.)

10. For a mega project or a project located within a Garden State Growth Zone at which the capital investment in industrial premises for industrial use by the business [is in excess of] **exceeds** the minimum capital investment required for eligibility pursuant to subsection b. of section 3 of P.L. 2011, c. 149 (N.J.S.A. 34:1B-244), an increase of \$1,000 per year for each additional amount of investment, as measured in square feet of measured gross leasable area, that exceeds the minimum amount by 20 percent, with a maximum increase of \$5,000 per year;

11.-15. (No change.)

16. For a project that generates solar energy on site for use within the project of an amount that equals at least 50 percent of the project's annual electric supply service needs, an increase of \$250.00 per year; [and]

17. For a qualified business facility in a vacant commercial building or campus having over 1,000,000 square feet of office or laboratory space available for occupancy for a period of over one year that the Authority designates, as listed on the Authority's website at [www.njeda.com](http://www.njeda.com), an increase of \$1,000 per year[.] ; **and**

**(18) For an eligible business in a targeted industry at a qualified business facility on the campus of a college or university other than a doctoral university, or at a qualified business facility within a three-mile radius of the outermost boundary of the campus of a college or university other than a doctoral university, which facility is used by the business to conduct a collaborative research relationship with the college or university, an increase of \$1,000 per year. The boundary of the campus of a college or university shall be based upon a map appearing in the college's or university's official catalog or other official publication on the effective date of P.L. 2017, c. 221.**

(d) The gross amount of the tax credit for an eligible business for each new or retained full-time job shall be the sum of the base amount as set forth pursuant to (b) above and the various additional bonus amounts for which the business is eligible pursuant to (c) above, subject to the following limitations:

1. (No change.)

2. For a qualified business facility located within an urban transit hub municipality **or a Garden State Create Zone**, the gross amount for each new or retained full-time job shall not exceed \$12,000 per year;

3.-6. (No change.)

(e) (No change.)

(f) For each application approved by the Board, the amount of tax credits available to be applied by the business annually shall not exceed:

1.-2. (No change.)

3. Ten million dollars (\$10,000,000) and provides a net positive economic benefit to the State with respect to a qualified business facility in an urban transit hub municipality **or a Garden State Create Zone**;

4.-6. (No change.)

(g)-(h) (No change.)

#### SUBCHAPTER 19. ANGEL INVESTOR TAX CREDIT PROGRAM

##### 19:31-19.1 Applicability and scope

The rules in this subchapter are promulgated by the New Jersey Economic Development Authority (Authority) to implement the New Jersey Angel Investor Tax Credit Act, P.L. 2013, c. 14 (the Act). The Act authorizes credits against corporation business and gross income taxes for qualified investments in New Jersey emerging technology businesses **or in New Jersey emerging technology holding companies** to spur job creation and growth in New Jersey's current and next generation of high-skill, high-wage emerging technology industries.

##### 19:31-19.2 Definitions

The following words and terms, as used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise.

...

**“Carbon footprint reduction technology” means a technology using equipment for the commercial, institutional, and industrial sectors that: increases energy efficiency; develops and delivers renewable or non-carbon-emitting energy technologies; develops innovative carbon emissions abatement with significant carbon emissions reduction potential; or promotes measurable electricity end-use energy efficiency.**

...

**“Electronic device technology” means a technology involving microelectronics, semiconductors, electronic equipment [.] and instrumentation, radio frequency, microwave [.] and millimeter electronics, and optical and optic-electrical devices, or data and digital communications and imaging devices.**

“Eligible technology” means advanced computing, advanced materials, biotechnology, **carbon footprint reduction technology**, electronic device technology, information technology, life sciences, medical device technology, mobile communications technology, or renewable energy technology.

...

“Mobile communications technology” means a technology involving the functionality and reliability of **the** transmission of voice and multimedia data using a communication infrastructure via a computer or a mobile device, that shall include, but [shall] not be limited to, smartphones, electronic books and tablets, [mp3] **digital audio** players, motor vehicle electronics, home entertainment systems, and other wireless appliances, without having to be connected to any physical or fixed link.

...

“New Jersey emerging technology business holding company” means any corporation, association, firm, partnership, trust, or other form of business organization, but not a natural person, which directly or indirectly, owns, has the power or right to control, or has the power to vote, a controlling share of the outstanding voting securities of a corporation or other form of a New Jersey emerging technology business.

...

“Pilot scale manufacturing” means **the** design, construction, and testing of preproduction prototypes and models in an eligible technology other than for commercial sale, excluding sales of prototypes or sales for market testing if **the** total gross receipts, as calculated in the manner provided in section 6 of P.L. 1945, c. 162 (N.J.S.A. 54:10A-6), from [such] **the** sales of the product, service, or process do not exceed \$1 million.

...

“Qualified investment” means the non-refundable transfer of cash to a New Jersey emerging technology business **or to a New Jersey emerging technology business holding company** by an investor that is not a related person of the New Jersey emerging technology business **or the New Jersey emerging technology business holding company**, at the time of the transfer of cash, the transfer of which is in exchange for:

1. Stock, interests in partnerships or joint ventures, licenses (exclusive or non-exclusive), right to use technology, marketing rights, warrants, options, or any assets similar to those included in this definition, including but not limited to, options or rights to acquire any of the assets; or
2. A purchase, production, or research agreement **between or among the taxpayer and the New Jersey emerging technology business or the New Jersey emerging technology business holding company or both.**

For the transfer of cash to be considered non-refundable, the assets received by the investor in the exchange referred to in paragraph 1 above and the agreements entered into by the investor referred to in paragraph 2 above must be held or not expire for at least two calendar years from the date of the exchange, with the exception of initial public offerings (IPOs), mergers and acquisitions, damage awards for the New Jersey emerging technology business's default of an agreement, or other return of initial cash outlay beyond the investor's control.

...

**“Verified transfer of funds” means a non-refundable transfer of funds equal to 100 percent of the taxpayer’s qualified investment in the New Jersey emerging technology business holding company to a New Jersey emerging technology business by the New Jersey emerging technology business holding company that is accompanied by documentation, as required by the Authority, which provides proof of a cash transaction originating with a taxpayer and concluding with a New Jersey emerging technology business, provided that the transactions from origin to destination occur within the same tax year.**

#### 19:31-19.3 Eligibility criteria

(a) In order to be considered for tax credits under the Angel Investor Tax Credit Program, an investor shall make a qualified investment in a New Jersey emerging technology business **or a New Jersey emerging technology business holding company.**

(b) The Program applies to privilege periods and taxable years beginning on or after January 1, 2012, **except that the Program applies to qualified investments in New Jersey emerging technology businesses, and in New Jersey emerging technology business holding companies that make verified transfers of funds to New Jersey emerging technology businesses, that conduct technology commercialization in this State in the field of carbon footprint reduction technology for privilege periods and taxable years beginning on or after May 1, 2017.** For qualified investments made on or before July 1, 2013, an investor must submit a completed application by July 1, 2014, **except that a completed application for qualified investments in New Jersey emerging technology business holding companies made before May 1, 2017 must be submitted by December 31, 2017.** For all other qualified investments in a New Jersey emerging technology business, an investor must submit a completed application within six months of the date of the qualified investment, **and for all other qualified investments in a New Jersey emerging technology business holding company, within six months of the date of the verified transfer of funds.**

(c)-(d) No change.)

(e) For qualified investments in a New Jersey emerging technology business holding company, the verified transfer of funds shall be evidenced by documentation, which provides proof of a cash transaction originating with a taxpayer and concluding with a

**New Jersey emerging technology business, provided that the transactions from origin to destination occur within the same tax year**

19:31-19.4 Application submission requirements

(a) (No change.)

(b) A completed application shall include, but not be limited to, the following:

1. Investor information, which shall include the following:

i.-ii. (No change.)

2. New Jersey emerging technology business information, which shall include:

i. At the time of the qualified investment:

(1)-(2) (No change.)

ii. At the time of the qualified investment and at [the earliest of six months after the qualified investment or] the time of application, **except that applications for qualified investments in New Jersey emerging technology business holding companies made before May 1, 2017 shall provide the following information as of the time of the qualified investment and at the earliest of six months after the verified transfer of funds or the time of application:**

(1) A description of the business, which demonstrates that such business meets the definition of New Jersey emerging technology business;

(2) A list of all employees filling a position in New Jersey, whether any employee is related, as defined in Section 152(d)(2) of the Internal Revenue Code, to any other employee, shareholder, or investor, if so known, and either:

(A) Copies of the most recent year's Federal and New Jersey W-3 forms for the business and all entities other than the investor with control over the business or in the same controlled group as the business; or

(B) Documentation from a professional employer organization or any other entity providing common law employees summarizing W-2 forms issued for full-time employees on behalf of the business, and all entities other than the investor with control over the business or in the same controlled group as the business, for the calendar year prior to the year in which the company files its application and at the time of the application; and

iii. At the time of application, submission of a tax clearance certificate, pursuant to P.L. 2007, c. 101 (N.J.S.A. 54:50-39); [and]



**3. New Jersey emerging technology business holding company information, if applicable, which shall include:**

**i. At the time of the qualified investment:**

**(1) The name, address, and Federal tax identification number; and**

**(2) A list of 100 percent of ownership of the holding company by percentage; and**

**ii. At the time of the verified transfer of funds, evidence of the verified transfer of funds, including the documentation demonstrating that the verified transfer of funds was made, as required in N.J.A.C. 19:31-19.3(e), which shall include bank statements from the New Jersey emerging technology business holding company showing the funds flow from holding company to emerging technology company; and**

**iii. At the time of application:**

**(1) Submission of a tax clearance certificate, pursuant to P.L. 2007, c. 101 (N.J.S.A. 54:50-39); and**

**(2) Certification from the chief executive officer of the New Jersey emerging technology business holding company that the verified transfer of funds is a permanent transfer of cash to the New Jersey emerging technology business; and**

**[3.] 4. Any other supplemental information required by the Authority to decide on the approval of the application or required by the Division of Taxation to administer the credit.**

**19:31-19.6 Tax credit amount; overpayment and carryforward of tax credits**

**(a) A taxpayer, upon eligibility review and approval of the investor's application by the Authority in consultation with the Director, and upon issuance of a tax credit certificate by the Division of Taxation, shall be allowed a credit against the tax imposed under the Corporation Business Tax, section 5 of P.L. 1945, c. 162 (N.J.S.A. 54:10A-5) or New Jersey Gross Income Tax Act, N.J.S.A. 54A:1-1 et seq., in an amount equal to 10 percent of the qualified investment made by the investor in a New Jersey emerging technology business or in a New Jersey emerging technology business holding company that makes a verified transfer of funds to a New Jersey emerging technology business, up to a maximum allowed credit of \$500,000 for the tax credit vintage year for each qualified investment made by the investor.**

**(b) (No change.)**

**(c) The credit for a corporation that has made a valid election as a New Jersey S corporation pursuant to section 3 of P.L.1993, c.173 (N.J.S.A. 54:10A-5.22) may be applied by the shareholders of the S corporation against the tax liability otherwise due under the "New Jersey Gross Income Tax Act," N.J.S.A. 54A:1-1 et seq., provided that the amount of credit that may be used by a shareholder of the S corporation shall be determined by**

allocating to each shareholder of the S corporation that proportion of the tax credit of the S corporation that is equal to the shareholder's proportionate share of the S corporation, whether or not distributed, of the total distributive income or gain of the S corporation for its tax period ending with or within the shareholder's tax period, and the credit may be applied by the shareholders against the tax liability otherwise due pursuant to the "New Jersey Gross Income Tax Act," N.J.S.A. 54A:1-1 et seq.

Recodify (c)-(f) as (d)-(g) (No change in text.)

19:31-19.7 Evaluation process; award of tax credits; appeals

(a)-(c) (No change.)

(d) An applicant investor may appeal the Authority's action by submitting in writing to the Authority, within 20 days from the date of the Authority's action, an explanation as to how the investor, [or] the New Jersey emerging technology business, **and/or the New Jersey emerging technology business holding company** has met the program criteria. Appeals will be handled by the Authority as follows:

1.-3. (No change.)

## **INCENTIVE PROGRAMS**

**GROW NEW JERSEY ASSISTANCE PROGRAM (GROW NJ)**

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
PROJECT SUMMARY – GROW NEW JERSEY ASSISTANCE PROGRAM**

As created by statute, the Grow New Jersey Assistance (Grow NJ) Program is available to businesses creating or retaining jobs in New Jersey and making a qualified capital investment at a qualified business facility in a qualified incentive area. Applications to the Grow NJ Program are evaluated to determine eligibility in accordance with P.L. 2013, c. 161 and as amended through the “Economic Opportunity Act of 2014, Part 3,” P.L. 2014, c. 63, based on representations made by applicants to the Authority. Per N.J.S.A. 34:1B-242 et seq./N.J.A.C. 19:31-1 and the program’s rules, applicants must employ a certain number of personnel in retained and/or new full-time jobs at a qualified business facility and make, acquire or lease a capital investment equal to or greater than defined thresholds in order to be eligible for tax credits. In addition to satisfying these statutorily-established job and capital investment requirements, applications undergo a material factor review to verify that the tax credits are material to the project advancing in New Jersey. Applications are also subject to a net benefit analysis to verify that the anticipated revenue resulting from the proposed project will be greater than the incentive amount. Credits are only certified for use annually and proportionally based on actual job performance during that year and an applicant is subject to forfeiture and recapture in event of default.

**APPLICANT:** Bauer Media Group USA, LLC P44553

**PROJECT LOCATION:** 270 Sylvan Avenue Englewood Cliffs Borough Bergen County  
Suite 2220, 2240 and 2255

**GOVERNOR’S INITIATIVES:**

☐ NJ Urban Fund      ☐ Edison Innovation Fund      ☒ Core      ☐ Clean Energy

**APPLICANT BACKGROUND:**

Bauer Media Group USA, LLC, established in 1979, is a U.S retail publishing company. The company has a portfolio of 13 magazines, five special interest publications and 16 websites across several distinct consumer segments including celebrity and entertainment, women's, teen and science and technology. The applicant has demonstrated the financial ability to undertake the project. The company is currently located in Englewood Cliffs, NJ.

**MATERIAL FACTOR/NET BENEFIT:**

Bauer Media Group USA, LLC is seeking to update and consolidate its office space. The company is considering leasing a 33,041 Sq. Ft. facility at its existing location in Englewood Cliffs, NJ or leasing a 32,000 Sq. Ft. facility in Pearl River, NY. The project involves the retention of 165 employees.

The location analysis submitted to the Authority shows New Jersey to be the more expensive option and, as a result, the management of Bauer Media Group USA, LLC has indicated that the grant of tax credits is a material factor in the company’s location decision. The Authority is in receipt of an executed CEO certification by Steven Kotok, the CEO of Bauer Media Group USA, LLC, that states that the application has been reviewed and the information submitted and representations contained therein are accurate and that, but for the Grow New Jersey award, the creation and/or retention of jobs would not occur. It is estimated that the project would have a net benefit to the State of \$49 million over the 20 year period required by the Statute.

**FINDING OF JOBS AT RISK:**

The applicant has certified that the 165 New Jersey jobs listed in the application are at risk of being located outside the State on or before July 31, 2018. This certification coupled with the economic analysis of the potential locations submitted to the Authority has allowed staff to make a finding that the jobs listed in the application are at risk of being located outside of New Jersey.

**ELIGIBILITY AND GRANT CALCULATION:**

Per the Grow New Jersey statute, N.J.S.A. 34:1B-242 et seq. and the program's rules, N.J.A.C. 19:31-18, the applicant must:

- Make, acquire, or lease a capital investment equal to, or greater than, the minimum capital investment, as follows:

Minimum Capital Investment Requirements	(\$/Square Foot of Gross Leasable Area)
Industrial/Warehouse/Logistics/R&D - Rehabilitation Projects	\$ 20
Industrial/Warehouse/Logistics/R&D - New Construction Projects	\$ 60
<b>Non-Industrial/Warehouse/Logistics/R&amp;D – Rehabilitation Projects</b>	<b>\$ 40</b>
Non-Industrial/Warehouse/Logistics/R&D – New Construction Projects	\$120

*Minimum capital investment amounts are reduced by 1/3 in GSGZs and in eight South Jersey counties: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Ocean and Salem*

- Retain full-time jobs **AND/OR** create new full-time jobs in an amount equal to or greater than the applicable minimum, as follows:

Minimum Full-Time Employment Requirements	(New / Retained Full-time Jobs)
Tech start ups and manufacturing businesses	10 / 25
Other targeted industries	25 / 35
<b>All other businesses/industries</b>	<b>35 / 50</b>

*Minimum employment numbers are reduced by 1/4 in GSGZs and in eight South Jersey counties: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Ocean and Salem*

As a Non-Industrial Rehabilitation Project for an other business in Bergen County, this project has been deemed eligible for a Grow New Jersey award based upon these criteria, outlined in the table below:

Eligibility	Minimum Requirement	Proposed by Applicant
Capital Investment	\$1,321,640	\$2,197,227
New Jobs	35	0
Retained Jobs	50	165

The Grow New Jersey Statute and the program's rules also establish criteria for the Grant Calculation for **New Full-Time Jobs**. This project has been deemed eligible for a Base Award and Increases based on the following:

Base Grant	Requirement	Proposed by Applicant
Priority Area	Base award of \$3,000 per year for projects located in a designated Priority Area	Englewood Cliffs Borough is a designated Priority Area

The Grow New Jersey Statute and the program's rules establish a Grant Calculation for **Retained Full-Time Jobs**. The Grant Calculation for Retained Full-Time Jobs for this project will be based upon the following:

<b>PROJECT TYPE</b>	<b>GRANT CALCULATION</b>
Project located in a Garden State Growth Zone	The Retained Full-Time Jobs will receive the same Grant Calculation as New Full-Time Jobs as shown above subject to the same per employee limits.
A Mega Project which is the U.S. headquarters of an automobile manufacturer located in a priority area	The Retained Full-Time Jobs will receive the same Grant Calculation as New Full-Time Jobs as shown above subject to the same per employee limits.
The Qualified Business Facility is replacing a facility that has been wholly or substantially damaged as a result of a federally declared disaster	The Retained Full-Time Jobs will receive the same Grant Calculation as New Full-Time Jobs as shown above subject to the same per employee limits.
<b>All other projects</b>	<p>The Retained Full-Time Jobs will receive the lesser of:</p> <ul style="list-style-type: none"> <li>- <math>\frac{1}{2}</math> of the Grant Calculation for New Full-Time Jobs (<math>\frac{1}{2} * \\$3,000 = \\$1,500</math>) or</li> <li>- <b>The estimated eligible Capital Investment divided by 10 divided by the total New and Retained Full-Time Jobs</b>  <math>(\\$2,197,227 / 10 / (0 + 165) = \\$1,331)</math></li> </ul> <p>In the event that upon completion a project has a lower actual Grant Calculation for New Full-Time Jobs or a lower Capital Investment than was estimated herein, the above calculations will be re-run and the applicant will receive the lesser of the two amounts.</p>

**Grant Calculation****BASE GRANT PER EMPLOYEE:**

Priority Area	\$ 3,000
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**INCREASES PER EMPLOYEE:**

\$ 0
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**INCREASE PER EMPLOYEE:**

\$ 0
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**PER EMPLOYEE LIMIT:**

Priority Area	\$10,500
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**LESSER OF BASE + INCREASES OR PER EMPLOYEE LIMIT:**

\$ 3,000
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**AWARD:**

New Jobs:	0 Jobs X \$3,000 X 100% =	\$ 0
Retained Jobs:	165 Jobs X \$1,331 X 100% =	<u>\$219,615</u>

<b>Total:</b>	<b>\$219,615</b>
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**ANNUAL LIMITS:**

Priority Area (Est. 90% Withholding Limit)	\$ 4,000,000/(\$515,309)
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**TOTAL ANNUAL AWARD**

<u><b>\$219,615</b></u>
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<b>PROJECT IS:</b> (X) Expansion	( ) Relocation	
<b>ESTIMATED ELIGIBLE CAPITAL INVESTMENT:</b>		\$ 2,197,227
<b>EXPECTED PROJECT COMPLETION:</b>		March 30, 2018
<b>SIZE OF PROJECT LOCATION:</b>		33,041 sq. ft.
<b>NEW BUILDING OR EXISTING LOCATION?</b>		Existing
<b>INDUSTRIAL OR NON-INDUSTRIAL FACILITY?</b>		Non-Industrial
<b>CONSTRUCTION:</b> (X) Yes	( ) No	

<b>NEW FULL-TIME JOBS:</b>	0
<b>RETAINED FULL-TIME JOBS:</b>	165
<b>STATEWIDE BASE EMPLOYMENT (AS OF DECEMBER 31, 2016):</b>	165
<b>CITY FROM WHICH JOBS WILL BE RELOCATED IN NEW JERSEY:</b>	N/A
<b>MEDIAN WAGES:</b>	\$ 69,000

<b>NET BENEFIT MODEL:</b>	2017
<b>GROSS BENEFIT TO THE STATE (OVER 20 YEARS, PRIOR TO AWARD):</b>	\$ 51,265,558
<b>TOTAL AMOUNT OF AWARD: (CAPPED ANNUALLY AT 90% OF WITHHOLDINGS)</b>	\$ 2,196,150
<b>NET BENEFIT TO THE STATE (OVER 20 YEARS, NET OF AWARD):</b>	\$ 49,069,408

<b>ELIGIBILITY PERIOD:</b>	10 years
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**CONDITIONS OF APPROVAL:**

1. Applicant has not entered into a lease, purchase contract, or otherwise committed to remain in New Jersey.
2. Applicant will make an eligible capital investment of no less than the Statutory minimum after board approval, but no later than 3 years from Board approval.
3. No employees that are subject to a BEIP, BRRAG, legacy Grow New Jersey, Urban Transit Hub or other NJEDA incentive program are eligible for calculating the benefit amount of the Grow New Jersey tax credit.
4. No capital investment that is subject to a BEIP, BRRAG, legacy Grow New Jersey, Urban Transit Hub or other NJEDA incentive program is eligible to be counted toward the capital investment requirement for Grow New Jersey.
5. Within 12 months following approval, the applicant will submit progress information indicating that the business has site plan approval, committed financing for, and site control of the qualified business facility.

**APPROVAL REQUEST:**

The Members of the Authority are asked to: 1) concur with the finding by staff that the jobs in the application are at risk of being located outside New Jersey on or before July 31, 2018; 2) approve the proposed Grow New Jersey grant to encourage Bauer Media Group USA, LLC to increase employment in New Jersey. The recommended grant is contingent upon receipt by the Authority of evidence that the company has met certain criteria to substantiate the recommended award. If the criteria met by the company differs from that shown herein, the award amount and the term will be lowered to reflect the award amount that corresponds to the actual criteria that have been met.

**DEVELOPMENT OFFICER:** D. Ubinger**APPROVAL OFFICER:** S. Novak

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
PROJECT SUMMARY – GROW NEW JERSEY ASSISTANCE PROGRAM**

As created by statute, the Grow New Jersey Assistance (Grow NJ) Program is available to businesses creating or retaining jobs in New Jersey and making a qualified capital investment at a qualified business facility in a qualified incentive area. Applications to the Grow NJ Program are evaluated to determine eligibility in accordance with P.L. 2013, c. 161 and as amended through the “Economic Opportunity Act of 2014, Part 3,” P.L. 2014, c. 63, based on representations made by applicants to the Authority. Per N.J.S.A. 34:1B-242 et seq./N.J.A.C. 19:31-1 and the program’s rules, applicants must employ a certain number of personnel in retained and/or new full-time jobs at a qualified business facility and make, acquire or lease a capital investment equal to or greater than defined thresholds in order to be eligible for tax credits. In addition to satisfying these statutorily-established job and capital investment requirements, applications undergo a material factor review to verify that the tax credits are material to the project advancing in New Jersey. Applications are also subject to a net benefit analysis to verify that the anticipated revenue resulting from the proposed project will be greater than the incentive amount. Credits are only certified for use annually and proportionally based on actual job performance during that year and an applicant is subject to forfeiture and recapture in event of default.

**APPLICANT:** Kontos Foods, Inc. P44224

**PROJECT LOCATION:** 100 6<sup>th</sup> Avenue  
16-34 Wait Street  
132-142 Peel Street Paterson City Passaic County

**GOVERNOR’S INITIATIVES:**

(X) NJ Urban Fund      ( ) Edison Innovation Fund      ( ) Core      ( ) Clean Energy

**APPLICANT BACKGROUND:**

Kontos Foods, Inc. (“Kontos”) was founded 1987 in Paterson, N.J., to manufacture the flatbread of the Mediterranean cultures. The introduction of the hand-stretched Kontos Pocket-Less Pita was so successful that Kontos Foods began to expand production to include Greek “Gyro” Bread, Asian Nans, Paninis, and other flavored flatbreads. Today, the Kontos Flatbread product line has expanded to approximately 50 varieties, and is distributed to restaurants, hotels, country clubs, business and industry cafeterias, and to world-wide retail specialty food stores and supermarkets. The applicant has demonstrated the financial ability to undertake the project.

**MATERIAL FACTOR/NET BENEFIT:**

Kontos Foods, Inc., through its affiliates, currently own the facilities located at 100 6th Ave, Paterson and 16-34 Wait St., Paterson. Kontos currently occupies approximately 64,422 square feet in 100 6th Ave and 52,518 square feet at 16-34 Wait St. Kontos plans to purchase an adjacent lot of just over 2 acres, and build a 25,000 square foot stand-alone cold storage unit on it, thereby expanding the footprint in Paterson to 141,940 square feet. It also plans to add some new machinery and make a few updates to its current space to expand production. Kontos plans to add 46 additional employees to handle the increased production. Improvements to existing buildings will include a new floor for the current production facility, parking lot resurfacing, and stucco of buildings. New equipment will include upgrades to a pita bread line. The alternate location is a 123,140-square foot site in Bethlehem, PA. Per the Applicant, the PA location is in better condition, has plenty of room for expansion, is located in a less congested area and is one building as opposed to the operation being split between several buildings. If Kontos was to move to the alternate location in PA, it would still maintain a presence in NJ.

The location analysis submitted to the Authority shows New Jersey to be the more expensive option, and the management of Kontos Foods, Inc. has indicated that the grant of tax credits is a material factor in the company’s location decision. The Authority is in receipt of an executed CEO certification by Steven Kontos, the CEO of Kontos Foods, Inc., that states that the application has been reviewed and the information submitted and representations contained therein are accurate and that, but for the Grow New Jersey award, the creation and/or

retention of jobs would not occur. It is estimated that the project would have a net benefit to the State of \$3.9 million over the 30-year period required by the Statute.

### **FINDING OF JOBS AT RISK:**

The applicant has certified that the 166 New Jersey jobs listed in the application are at risk of being located outside the State on or before May 31, 2018. This certification, coupled with the economic analysis of the potential locations submitted to the Authority, has allowed Staff to make a finding that the jobs listed in the application are at risk of being located outside of New Jersey.

### **ELIGIBILITY AND GRANT CALCULATION:**

Per the Grow New Jersey statute, N.J.S.A. 34:1B-242 et seq. and the program's rules, N.J.A.C. 19:31-18, the applicant must:

- Make, acquire, or lease a capital investment equal to, or greater than, the minimum capital investment, as follows:

<u>Minimum Capital Investment Requirements</u>	<u>(\$/Square Foot of Gross Leasable Area)</u>
<b>Industrial/Warehouse/Logistics/R&amp;D - Rehabilitation Projects</b>	<b>\$ 20</b>
Industrial/Warehouse/Logistics/R&D - New Construction Projects	\$ 60
Non-Industrial/Warehouse/Logistics/R&D – Rehabilitation Projects	\$ 40
Non-Industrial/Warehouse/Logistics/R&D – New Construction Projects	\$120
<i>Minimum capital investment amounts are reduced by 1/3 in <b>GSGZs</b> and in eight South Jersey counties: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Ocean and Salem</i>	

- Retain full-time jobs **AND/OR** create new full-time jobs in an amount equal to or greater than the applicable minimum, as follows:

<u>Minimum Full-Time Employment Requirements</u>	<u>(New / Retained Full-time Jobs)</u>
Tech start ups and <b>manufacturing businesses</b>	<b>10 / 25</b>
Other targeted industries	25 / 35
All other businesses/industries	35 / 50
<i>Minimum employment numbers are reduced by 1/4 in <b>GSGZs</b> and in eight South Jersey counties: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Ocean and Salem</i>	

As an Industrial - Rehabilitation Project for a manufacturing business in Passaic County, this project has been deemed eligible for a Grow New Jersey award based upon these criteria, outlined in the table below:

<b>Eligibility</b>	<b>Minimum Requirement</b>	<b>Proposed by Applicant</b>
Capital Investment	\$1,892,534	\$8,490,230
New Jobs	8	46
Retained Jobs	19	166

The Grow New Jersey Statute and the program's rules also establish criteria for the Grant Calculation for **New Full-Time Jobs**. This project has been deemed eligible for a Base Award and Increases based on the following:

<b>Base Grant</b>	<b>Requirement</b>	<b>Proposed by Applicant</b>
Garden State Growth Zone	Base award of \$5,000 per year for projects located in a Garden State Growth Zone	Paterson is a Garden State Growth Zone
<b>Increase(s) Criteria</b>		
Deep Poverty Pocket or Choice Neighborhood	An increase of \$1,500 per job for a project locating in a Deep Poverty Pocket or Choice Neighborhood	100 Sixth Avenue is located in a Deep Poverty Pocket.
Transit Oriented Development	An increase of \$2,000 per job for a project locating in a Transit Oriented Development	100 Sixth Avenue is located in a Transit Oriented Development by virtue of being 1 mile (GSGZ project) of the midpoint of a New Jersey Transit Corporation bus station.
Targeted Industry	An increase of \$500 per job for a business in a Targeted Industry of Transportation, Manufacturing, Defense, Energy, Logistics, Life Sciences, Technology, Health, or Finance excluding a primarily warehouse, distribution or fulfillment center business	The applicant is a Manufacturing business.
Mega/GSGZ Ind. Project w/ Cap. Inv. In Excess of Min	An increase of \$1,000 per job for a Mega Project or a project located in a Garden State Growth Zone for each additional amount of capital investment in an industrial premises that exceeds the minimum amount required for eligibility by 20%, with a maximum increase of \$5,000	The proposed project is in a Garden State Growth Zone. The proposed capital investment of \$8,490,230 is 348.6% above the minimum capital investment resulting in an increase of \$5,000 per year.

The Grow New Jersey Statute and the program's rules establish a Grant Calculation for **Retained Full-Time Jobs**. The Grant Calculation for Retained Full-Time Jobs for this project will be based upon the following:

<b>PROJECT TYPE</b>	<b>GRANT CALCULATION</b>
<b>Project located in a Garden State Growth Zone</b>	<b>The Retained Full-Time Jobs will receive the same Grant Calculation as New Full-Time Jobs as shown above subject to the same per employee limits.</b>
A Mega Project which is the U.S. headquarters of an automobile manufacturer located in a priority area	The Retained Full-Time Jobs will receive the same Grant Calculation as New Full-Time Jobs as shown above subject to the same per employee limits.

**Kontos Foods, Inc.****Grow New Jersey****Page 4**

The Qualified Business Facility is replacing a facility that has been wholly or substantially damaged as a result of a federally declared disaster	The Retained Full-Time Jobs will receive the same Grant Calculation as New Full-Time Jobs as shown above subject to the same per employee limits.
All other projects	<p>The Retained Full-Time Jobs will receive the lesser of:</p> <ul style="list-style-type: none"> <li>- <math>\frac{1}{2}</math> of the Grant Calculation for New Full-Time Jobs (<math>\frac{1}{2} * \\$14,000 = \\$7,000</math>) or</li> <li>- The estimated eligible Capital Investment divided by 10 divided by the total New and Retained Full-Time Jobs (<math>\\$8,490,230 / 10 / (46 + 166) = \\$4,004</math>)</li> </ul> <p>In the event that upon completion a project has a lower actual Grant Calculation for New Full-Time Jobs or a lower Capital Investment than was estimated herein, the above calculations will be re-run and the applicant will receive the lesser of the two amounts.</p>

**Grant Calculation****BASE GRANT PER EMPLOYEE:**

Garden State Growth Zone	\$	5,000
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**INCREASES PER EMPLOYEE:**

Deep Poverty Pocket:	\$	1,500
Transit Oriented Development:	\$	2,000
Targeted Industry (Manufacturing):	\$	500
GSGZ Ind. Project w/ Cap. Inv. In Excess of Min:	\$	5,000

<b>INCREASE PER EMPLOYEE:</b>	\$	<u>9,000</u>
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**PER EMPLOYEE LIMIT:**

Garden State Growth Zone	\$15,000
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<b>LESSER OF BASE + INCREASES OR PER EMPLOYEE LIMIT:</b>	\$	14,000
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**AWARD:**

New Jobs:	46 Jobs X \$14,000 X 100% =	\$ 644,000
Retained Jobs:	166 Jobs X \$14,000 X 100% =	<u>\$2,324,000</u>

<b>Total:</b>	<b><u>\$2,968,000</u></b>
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**ANNUAL LIMITS:**

Garden State Growth Zone	\$30,000,000
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<b>TOTAL ANNUAL AWARD</b>	<b><u>\$2,968,000</u></b>
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**PROJECT IS:** ☒ Expansion                      ☐ Relocation  
**ESTIMATED ELIGIBLE CAPITAL INVESTMENT:** \$ 8,490,230  
**EXPECTED PROJECT COMPLETION:** December 31, 2020  
**SIZE OF PROJECT LOCATION:** 141,940 sq. ft.  
**NEW BUILDING OR EXISTING LOCATION?** Existing  
**INDUSTRIAL OR NON-INDUSTRIAL FACILITY?** Industrial  
**CONSTRUCTION:** ☒ Yes                      ☐ No

**NEW FULL-TIME JOBS:** 46  
**RETAINED FULL-TIME JOBS:** 166  
**STATEWIDE BASE EMPLOYMENT (AS OF DECEMBER 31, 2016):** 218  
**CITY FROM WHICH JOBS WILL BE RELOCATED IN NEW JERSEY:** N/A  
**MEDIAN WAGES:** \$ 24,960

**NET BENEFIT MODEL:** 2017  
**GROSS BENEFIT TO THE STATE (OVER 30 YEARS, PRIOR TO AWARD):** \$ 33,593,568  
**TOTAL AMOUNT OF AWARD** \$ 29,680,000  
**NET BENEFIT TO THE STATE (OVER 30 YEARS, NET OF AWARD):** \$ 3,913,568

**ELIGIBILITY PERIOD:** 10 years

#### CONDITIONS OF APPROVAL:

1. Applicant has not entered into a lease, purchase contract, or otherwise committed to remain in New Jersey.
2. Applicant will make an eligible capital investment of no less than the Statutory minimum after board approval.  
Applicant has 3 years plus two six-month extensions to submit its CPA certification, but in no event can the tax credit be issued more than 4 years from the date of board approval.
3. No employees that are subject to a BEIP, BRRAG, legacy Grow New Jersey, Urban Transit Hub or other NJEDA incentive program are eligible for calculating the benefit amount of the Grow New Jersey tax credit.
4. No capital investment that is subject to a BEIP, BRRAG, legacy Grow New Jersey, Urban Transit Hub or other NJEDA incentive program is eligible to be counted toward the capital investment requirement for Grow New Jersey.
5. Within 12 months following approval, the applicant will submit progress information indicating that the business has site plan approval, committed financing for, and site control of the qualified business facility.
6. If the number of employees, salaries or capital investment to be counted in the Net Benefit Test (NBT) falls by more than 10% from the amounts contained herein, the net benefit to the state will need to be recalculated under the then current NBT model, which may reduce the amount of the Grow NJ Award.

#### APPROVAL REQUEST:

The Members of the Authority are asked to: 1) concur with the finding by staff that the jobs in the application are at risk of being located outside New Jersey on or before May 31, 2018; 2) approve the proposed Grow New Jersey grant to encourage Kontos Foods, Inc. to increase employment in New Jersey. The recommended grant is contingent upon receipt by the Authority of evidence that the company has met certain criteria to substantiate the recommended award. If the criteria met by the company differs from that shown herein, the award amount and the term will be lowered to reflect the award amount that corresponds to the actual criteria that have been met.

**DEVELOPMENT OFFICER:** Christina Fuentes

**APPROVAL OFFICER:** Mark Chierici



## MEMORANDUM

**TO:** Members of the Authority

**FROM:** Timothy J. Lizura, President and Chief Operating Officer

**DATE:** October 12, 2017

**SUBJECT:** Kuehne-Nagel International, AG

### **Purpose:**

This memorandum addresses the legal matters of Kuehne-Nagel International, AG, the parent company of Kuehne Nagel, Inc. related to the company's pending Grow New Jersey application.

### **Background:**

Kuehne-Nagel International, AG (K+N), a Swiss based company, together with its subsidiaries, provides integrated logistics services worldwide. The company operates through four segments: Seafreight, Airfreight, Overland, and Contract Logistics.

### **Analysis of Litigation as Grounds for Possible Disqualification:**

Pursuant to the Authority's regulations, N.J.A.C. 19:30-2-1 et seq., criminal convictions, violations of certain laws and guilty pleas can serve as the basis for disqualification or debarment.

Listed below are the relevant actions relating to the applicant and penalties as reviewed by staff with guidance from the Attorney General's Office:

### **Guilty Plea – 11/15/2011**

Pursuant to a U.S. government investigation, six international freight forwarders - K+N among them - agreed to plead guilty and to pay criminal fines totaling \$50.27 million for their roles in several conspiracies to fix a variety of fees and charges in connection with the provision of freight forwarding services for international air cargo shipments.

For its part, K+N agreed to plead guilty to five counts of conspiracy to restrain trade in violation of the Sherman Anti-Trust Act, paid a \$9,865,044 fine, and served a 2-year period of probation.

According to charges filed in U.S. District Court for the District of Columbia, the six companies conspired by, among other things, agreeing during meetings and discussions to impose certain charges



or fees on customers purchasing international freight forwarding services for cargo freight destined for air shipment to the United States during various periods between 2002 and 2007.

As a result of the K+N's guilty plea, the United States Air Force (USAF) briefly debarred K+N on February 16, 2012. The company met with the USAF in early March 2012 and the debarment was lifted the next day after the meeting.

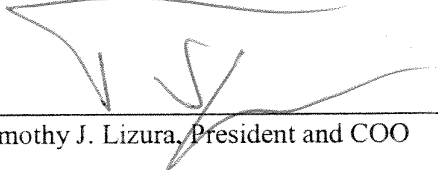
### **Mitigating Factors**

Several mitigating factors provided by the applicant regarding the conduct described in this memorandum are worthy of consideration.

- Beginning in 2010, all K+N employees globally (over 70,000 employees) must undergo a mandatory live (i.e., classroom setting) Code of Conduct training session. The training places heavy emphasis on antitrust and anti-bribery/anti-corruption ("ABC") training.
- All K+N employees with access to a computer must complete computer-based training of K+N's Code of Conduct Policy.
- Employees are required to certify electronically that they have read and understand K+N's Code of Conduct.
- Employees with functions that raise a heightened risk for antitrust and/or anticorruption matters must also undergo live ABC training or live Antitrust Training.
- Employee training is supplemented by written policies, guidelines, and internal controls surrounding compliance matters, such as participation at trade events, the giving and receiving of gifts and entertainment, and other compliance initiatives.
- Following the antitrust investigation, K+N invested in the hiring of dedicated Compliance Officers, starting with a Chief Compliance Officer at the parent company in Switzerland, and then with similarly dedicated Regional Compliance Officers across all K+N regions globally. The primary role of K+N's Compliance Officers is to ensure the effective rollout of, and employees' compliance with, both Company policies and the law.

### **Recommendation:**

Staff performed a review of this matter with guidance from the Attorney General's office and weighed the seriousness of the offenses in conjunction with the mitigating factors. Staff does not believe disqualification is warranted.



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Timothy J. Lizura, President and COO

Prepared by: Marcus Saldutti

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
PROJECT SUMMARY – GROW NEW JERSEY ASSISTANCE PROGRAM**

As created by statute, the Grow New Jersey Assistance (Grow NJ) Program is available to businesses creating or retaining jobs in New Jersey and making a qualified capital investment at a qualified business facility in a qualified incentive area. Applications to the Grow NJ Program are evaluated to determine eligibility in accordance with P.L. 2013, c. 161 and as amended through the “Economic Opportunity Act of 2014, Part 3,” P.L. 2014, c. 63, based on representations made by applicants to the Authority. Per N.J.S.A. 34:1B-242 et seq./N.J.A.C. 19:31-1 and the program’s rules, applicants must employ a certain number of personnel in retained and/or new full-time jobs at a qualified business facility and make, acquire or lease a capital investment equal to or greater than defined thresholds in order to be eligible for tax credits. In addition to satisfying these statutorily-established job and capital investment requirements, applications undergo a material factor review to verify that the tax credits are material to the project advancing in New Jersey. Applications are also subject to a net benefit analysis to verify that the anticipated revenue resulting from the proposed project will be greater than the incentive amount. Credits are only certified for use annually and proportionally based on actual job performance during that year and an applicant is subject to forfeiture and recapture in event of default.

**APPLICANT:** Kuehne + Nagel Inc. P44559

**PROJECT LOCATION:** 10 Exchange Place Jersey City Hudson County

**GOVERNOR’S INITIATIVES:**

(X) NJ Urban Fund ( ) Edison Innovation Fund (X) Core ( ) Clean Energy

**APPLICANT BACKGROUND:**

Kuehne + Nagel Inc. (or “K+N”), part of the Kuehne + Nagel Group headquartered in Switzerland and founded in 1890, has grown into an international logistics provider with more than 1,300 offices in over 100 countries and over 70,000 employees. Its key business activities include seafreight, airfreight, contract logistics and overland businesses, with focus on providing IT-based integrated logistics solutions. The company currently maintains its North American Headquarters and a Northeast Branch Office in Jersey City, NJ with approximately 227 headquarter employees and 116 branch office employees. The applicant has demonstrated the financial ability to undertake the project.

**MATERIAL FACTOR/NET BENEFIT:**

In connection with a January 2019 lease expiration on its Jersey City Headquarters and Branch Office operations together with its continued growth, Kuehne + Nagel commenced a comprehensive review of its long-term occupancy strategy evaluating several alternative markets along the East Coast for the NJ operations. Under consideration is maintaining the current NJ operations (headquarters and branch office) in Jersey City by extending its lease of 70,531 sq. ft. Alternately, the company would relocate the headquarters positions to Atlanta, Georgia, where the company would build-out a 48,500 sq. ft. office facility in a 406,000 sq. ft. warehouse facility it currently leases; together with relocating the branch office employees to a leased space of 24,440 sq. ft. in Newark, NJ. Under either scenario, the company would maintain the Branch Office operations in New Jersey. Therefore the 227 headquarters employees are at risk of leaving the State and 116 branch office employees are not at risk. The company also expects to create 50 jobs.

The location analysis submitted to the Authority shows New Jersey to be the more expensive option and, as a result, the management of Kuehne + Nagel Inc. has indicated that the grant of tax credits is a material factor in the company’s location decision. The Authority is in receipt of an executed CEO certification by Radoslav Mihok the CEO of Kuehne + Nagel Inc., that states that the application has been reviewed and the information submitted and representations contained therein are accurate and that, but for the Grow New Jersey award, the creation and/or retention of jobs would not occur. It is estimated that the project would have a net benefit to the State of \$64 million over the 20 year period required by the Statute.

**FINDING OF JOBS AT RISK:**

The applicant has certified that the 227 New Jersey jobs listed in the application are at risk of being located outside the State on or before December 31, 2018, to relocate workforce before the lease at the current facility expires on February 1, 2019. This certification coupled with the economic analysis of the potential locations submitted to the Authority has allowed staff to make a finding that the jobs listed in the application are at risk of being located outside of New Jersey.

**ELIGIBILITY AND GRANT CALCULATION:**

Per the Grow New Jersey statute, N.J.S.A. 34:1B-242 et seq. and the program's rules, N.J.A.C. 19:31-18, the applicant must:

- Make, acquire, or lease a capital investment equal to, or greater than, the minimum capital investment, as follows:

<u>Minimum Capital Investment Requirements</u>	<u>(\$/Square Foot of Gross Leasable Area)</u>
Industrial/Warehouse/Logistics/R&D - Rehabilitation Projects	\$ 20
Industrial/Warehouse/Logistics/R&D - New Construction Projects	\$ 60
<b>Non-Industrial/Warehouse/Logistics/R&amp;D – Rehabilitation Projects</b>	<b>\$ 40</b>
Non-Industrial/Warehouse/Logistics/R&D – New Construction Projects	\$120
<i>Minimum capital investment amounts are reduced by 1/3 in GSGZs and in eight South Jersey counties: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Ocean and Salem</i>	

- Retain full-time jobs **AND/OR** create new full-time jobs in an amount equal to or greater than the applicable minimum, as follows:

<u>Minimum Full-Time Employment Requirements</u>	<u>(New / Retained Full-time Jobs)</u>
Tech start ups and manufacturing businesses	10 / 25
<b>Other targeted industries</b>	<b>25 / 35</b>
All other businesses/industries	35 / 50
<i>Minimum employment numbers are reduced by 1/4 in GSGZs and in eight South Jersey counties: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Ocean and Salem</i>	

As a Non-Industrial/Warehouse/Logistics/R&D – Rehabilitation Project for an other targeted industry business in Hudson County, this project has been deemed eligible for a Grow New Jersey award based upon these criteria, outlined in the table below:

<b>Eligibility</b>	<b>Minimum Requirement</b>	<b>Proposed by Applicant</b>
Capital Investment	\$2,821,240	\$12,016,643
New Jobs	25	50
Retained Jobs	35	227

The Grow New Jersey Statute and the program's rules also establish criteria for the Grant Calculation for **New Full-Time Jobs**. This project has been deemed eligible for a Base Award and Increases based on the following:

<b>Base Grant</b>	<b>Requirement</b>	<b>Proposed by Applicant</b>
Urban Transit Hub Municipality	Base award of \$5,000 per year for projects located in a designated Urban Transit Hub Municipality	10 Exchange Place is a designated Urban Transit Hub Municipality
<b>Increase(s) Criteria</b>		
Transit Oriented Development	An increase of \$2,000 per job for a project locating in a Transit Oriented Development	10 Exchange Place is located in a Transit Oriented Development by virtue of being within ½ mile of the midpoint of a New Jersey Transit Corporation rail station.
Jobs with Salary in Excess of County/GSGZ Average	An increase of \$250 per job for each 35% the applicant's median salary exceeds the median salary of the County, or the Garden State Growth Zone, in which the project is located with a maximum increase of \$1,500	The proposed median salary of \$120,132 exceeds the Hudson County median salary by 137% resulting in an increase of \$750 per year.
Large Number of New/Retained Full-Time Jobs	An increase of \$500 per job for 251-400 new or retained jobs, \$750 per job for 401-600 new or retained jobs, \$1,000 for 601-800 new or retained jobs, \$1,250 for 801-1,000 new or retained jobs and \$1,500 for more than 1,000 new or retained jobs	The applicant is proposing to create/retain 277 Full-Time Jobs at the project location resulting in an increase of \$500.
Targeted Industry	An increase of \$500 per job for a business in a Targeted Industry of Transportation, Manufacturing, Defense, Energy, Logistics, Life Sciences, Technology, Health, or Finance excluding a primarily warehouse, distribution or fulfillment center business	The applicant is a Logistics business.

The Grow New Jersey Statute and the program's rules establish a Grant Calculation for **Retained Full-Time Jobs**. The Grant Calculation for Retained Full-Time Jobs for this project will be based upon the following:

PROJECT TYPE	GRANT CALCULATION
Project located in a Garden State Growth Zone	The Retained Full-Time Jobs will receive the same Grant Calculation as New Full-Time Jobs as shown above subject to the same per employee limits.
A Mega Project which is the U.S. headquarters of an automobile manufacturer located in a priority area	The Retained Full-Time Jobs will receive the same Grant Calculation as New Full-Time Jobs as shown above subject to the same per employee limits.
The Qualified Business Facility is replacing a facility that has been wholly or substantially damaged as a result of a federally declared disaster	The Retained Full-Time Jobs will receive the same Grant Calculation as New Full-Time Jobs as shown above subject to the same per employee limits.
<b>All other projects</b>	<p>The Retained Full-Time Jobs will receive the lesser of:</p> <ul style="list-style-type: none"> <li>- ½ of the Grant Calculation for New Full-Time Jobs (<math>1/2 * \\$8,750 = \\$4,375</math>) or</li> <li>- <b>The estimated eligible Capital Investment divided by 10 divided by the total New and Retained Full-Time Jobs (<math>\\$12,016,643 / 10 / (50 + 227) = \\$4,338</math>)</b></li> </ul> <p>In the event that upon completion a project has a lower actual Grant Calculation for New Full-Time Jobs or a lower Capital Investment than was estimated herein, the above calculations will be re-run and the applicant will receive the lesser of the two amounts.</p>

**Grant Calculation****BASE GRANT PER EMPLOYEE:**

Urban Transit HUB Municipality	\$5,000
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**INCREASES PER EMPLOYEE:**

Transit Oriented Development:	\$ 2,000
Jobs with Salary in Excess of County Average:	\$ 750
Large Number of New/Retained F/T Jobs:	\$ 500
Targeted Industry (Logistics):	\$ 500

<b>INCREASE PER EMPLOYEE:</b>	<u>\$3,750</u>
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**PER EMPLOYEE LIMIT:**

Urban Transit HUB Municipality	\$12,000
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<b>LESSER OF BASE + INCREASES OR PER EMPLOYEE LIMIT:</b>	\$8,750
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**AWARD:**

New Jobs:	50 Jobs X \$8,750 X 100% =	\$437,500
Retained Jobs:	227 Jobs X \$4,338 X 100% =	<u>\$984,726</u>

<b>Total:</b>	<b>\$1,422,226</b>
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**ANNUAL LIMITS:**

Urban Transit HUB Municipality	\$10,000,000
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<b>TOTAL ANNUAL AWARD</b>	<b><u>\$1,422,226</u></b>
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**PROJECT IS:** (X) Expansion ( ) Relocation

**ESTIMATED ELIGIBLE CAPITAL INVESTMENT:** \$ 12,016,643

**EXPECTED PROJECT COMPLETION:** October 1, 2019

**SIZE OF PROJECT LOCATION:** 70,531 sq. ft.

**NEW BUILDING OR EXISTING LOCATION?** Existing

**INDUSTRIAL OR NON-INDUSTRIAL FACILITY?** Non-Industrial

**CONSTRUCTION:** (X) Yes ( ) No

**NEW FULL-TIME JOBS:** 50

**RETAINED FULL-TIME JOBS:** 227

**STATEWIDE BASE EMPLOYMENT (AS OF DECEMBER 31, 2016):** 539

**CITY FROM WHICH JOBS WILL BE RELOCATED IN NEW JERSEY:** N/A

**MEDIAN WAGES:** \$ 120,132

<b>NET BENEFIT MODEL:</b>	2017
<b>GROSS BENEFIT TO THE STATE (OVER 20 YEARS, PRIOR TO AWARD):</b>	\$ 78,220,832
<b>TOTAL AMOUNT OF AWARD:</b>	\$ 14,222,260
<b>NET BENEFIT TO THE STATE (OVER 20 YEARS, NET OF AWARD):</b>	\$ 63,998,572

**ELIGIBILITY PERIOD:** 10 years

**CONDITIONS OF APPROVAL:**

1. Applicant has not entered into a lease, purchase contract, or otherwise committed to remain in New Jersey.
2. Applicant will make an eligible capital investment of no less than the Statutory minimum after board approval, but no later than 3 years from Board approval.
3. No employees that are subject to a BEIP, BRRAG, legacy Grow New Jersey, Urban Transit Hub or other NJEDA incentive program are eligible for calculating the benefit amount of the Grow New Jersey tax credit.
4. No capital investment that is subject to a BEIP, BRRAG, legacy Grow New Jersey, Urban Transit Hub or other NJEDA incentive program is eligible to be counted toward the capital investment requirement for Grow New Jersey.
5. Within 12 months following approval, the applicant will submit progress information indicating that the business has site plan approval, committed financing for, and site control of the qualified business facility.
6. The applicant will maintain the 116 Branch Office positions it has at the project site for the duration of the Grow NJ award. The number of new positions that are subject to this Grow NJ award will only be counted above and beyond the 227 headquarter positions plus the 116 Branch Office positions employed by the applicant at the project site.

**APPROVAL REQUEST:**

The Members of the Authority are asked to: 1) concur with the finding by staff that the jobs in the application are at risk of being located outside New Jersey on or before December 31, 2018; 2) approve the proposed Grow New Jersey grant to encourage Kuehne + Nagel Inc. to increase employment in New Jersey. The recommended grant is contingent upon receipt by the Authority of evidence that the company has met certain criteria to substantiate the recommended award. If the criteria met by the company differs from that shown herein, the award amount and the term will be lowered to reflect the award amount that corresponds to the actual criteria that have been met.

**DEVELOPMENT OFFICER:** M. Peters

**APPROVAL OFFICER:** T. Wells

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
PROJECT SUMMARY – GROW NEW JERSEY ASSISTANCE PROGRAM**

As created by statute, the Grow New Jersey Assistance (Grow NJ) Program is available to businesses creating or retaining jobs in New Jersey and making a qualified capital investment at a qualified business facility in a qualified incentive area. Applications to the Grow NJ Program are evaluated to determine eligibility in accordance with P.L. 2013, c. 161 and as amended through the “Economic Opportunity Act of 2014, Part 3,” P.L. 2014, c. 63, based on representations made by applicants to the Authority. Per N.J.S.A. 34:1B-242 et seq./N.J.A.C. 19:31-1 and the program’s rules, applicants must employ a certain number of personnel in retained and/or new full-time jobs at a qualified business facility and make, acquire or lease a capital investment equal to or greater than defined thresholds in order to be eligible for tax credits. In addition to satisfying these statutorily-established job and capital investment requirements, applications undergo a material factor review to verify that the tax credits are material to the project advancing in New Jersey. Applications are also subject to a net benefit analysis to verify that the anticipated revenue resulting from the proposed project will be greater than the incentive amount. Credits are only certified for use annually and proportionally based on actual job performance during that year and an applicant is subject to forfeiture and recapture in event of default.

**APPLICANT:** Tumi, Inc. P44551

**PROJECT LOCATION:** 499 Thornall Street Edison Township Middlesex County

**GOVERNOR’S INITIATIVES:**

☐ NJ Urban Fund      ☐ Edison Innovation Fund      ☒ Core      ☐ Clean Energy

**APPLICANT BACKGROUND:**

Tumi, Inc. (Tumi) was founded in 1975 and is a leading global premium lifestyle brand offering a comprehensive line of business bags, travel luggage, and accessories. Its products are sold in the US (two-thirds of revenue) and in more than 75 other countries through roughly 177 of its own retail stores, websites, and upscale department and specialty stores. In August of 2016 Tumi Holdings, Inc. and its Subsidiaries were consolidated into its wholly owned subsidiary Tumi, Inc. following its acquisition by Samsonite International S.A. (Samsonite). The Applicant has demonstrated the financial ability to undertake the project through the support of the Parent.

**MATERIAL FACTOR/NET BENEFIT:**

Following the Samsonite acquisition Tumi is evaluating the relocation of its US headquarters, currently located in South Plainfield, NJ. Tumi is considering a nearly 25,000 sq. ft. space in Edison, NJ at Metro Park and a nearly 20,000 sq. ft. space in Mansfield, MA, which is where Samsonite has its US headquarters. Locating in Mansfield would allow for a reduced footprint and buildout through the ability to utilize meeting and conference space, IT infrastructure, and mail room facilities at the current Samsonite facility. The New Jersey project would represent a capital investment of \$4.3 million and the retention of 110 positions that would otherwise be relocated to Massachusetts.

The location analysis submitted to the Authority shows New Jersey to be the more expensive option and, as a result, the management of Tumi, Inc. has indicated that the grant of tax credits is a material factor in the company’s location decision. The Authority is in receipt of an executed CEO certification by Robert Cooper the President of Tumi, Inc. and its highest ranking U.S. employee, that states that the application has been reviewed and the information submitted and representations contained therein are accurate and that, but for the Grow New Jersey award, the creation and/or retention of jobs would not occur. It is estimated that the project would have a net benefit to the State of \$22.1 million over the 20 year period required by the Statute.



**FINDING OF JOBS AT RISK:**

The applicant has certified that the 110 New Jersey jobs listed in the application are at risk of being located outside the State on or before March 1, 2018 as this is the date upon which the alternate facility will be operational. This certification coupled with the economic analysis of the potential locations submitted to the Authority has allowed staff to make a finding that the jobs listed in the application are at risk of being located outside of New Jersey.

**ELIGIBILITY AND GRANT CALCULATION:**

Per the Grow New Jersey statute, N.J.S.A. 34:1B-242 et seq. and the program's rules, N.J.A.C. 19:31-18, the applicant must:

- Make, acquire, or lease a capital investment equal to, or greater than, the minimum capital investment, as follows:

Minimum Capital Investment Requirements	(\$/Square Foot of Gross Leasable Area)
Industrial/Warehouse/Logistics/R&D - Rehabilitation Projects	\$ 20
Industrial/Warehouse/Logistics/R&D - New Construction Projects	\$ 60
<b>Non-Industrial/Warehouse/Logistics/R&amp;D – Rehabilitation Projects</b>	<b>\$ 40</b>
Non-Industrial/Warehouse/Logistics/R&D – New Construction Projects	\$120

*Minimum capital investment amounts are reduced by 1/3 in GSGZs and in eight South Jersey counties: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Ocean and Salem*

- Retain full-time jobs **AND/OR** create new full-time jobs in an amount equal to or greater than the applicable minimum, as follows:

Minimum Full-Time Employment Requirements	(New / Retained Full-time Jobs)
Tech start ups and manufacturing businesses	10 / 25
Other targeted industries	25 / 35
<b>All other businesses/industries</b>	<b>35 / 50</b>

*Minimum employment numbers are reduced by 1/4 in GSGZs and in eight South Jersey counties: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Ocean and Salem*

As a Non-Industrial/Warehouse/Logistics/R&D – Rehabilitation Project, for an other business, in Middlesex County, this project has been deemed eligible for a Grow New Jersey award based upon these criteria, outlined in the table below:

Eligibility	Minimum Requirement	Proposed by Applicant
Capital Investment	\$1,000,000	\$4,299,964
New Jobs	35	0
Retained Jobs	50	110

The Grow New Jersey Statute and the program's rules also establish criteria for the Grant Calculation for **New Full-Time Jobs**. This project has been deemed eligible for a Base Award and Increases based on the following:

Base Grant	Requirement	Proposed by Applicant
Priority Area	Base award of \$3,000 per year for projects located in a designated Priority Area	Edison Township is a designated Priority Area.
<b>Increase(s) Criteria</b>		
Transit Oriented Development	An increase of \$2,000 per job for a project locating in a Transit Oriented Development	499 Thornall Street is located in a Transit Oriented Development by virtue of being within ½ mile of the midpoint of a New Jersey Transit Corporation rail station.
Jobs with Salary in Excess of County/GSGZ Average	An increase of \$250 per job for each 35% the applicant's median salary exceeds the median salary of the County, or the Garden State Growth Zone, in which the project is located with a maximum increase of \$1,500	The proposed median salary of \$93,328 exceeds the Middlesex County median salary by 60.9% resulting in an increase of \$250 per year.

The Grow New Jersey Statute and the program's rules establish a Grant Calculation for **Retained Full-Time Jobs**. The Grant Calculation for Retained Full-Time Jobs for this project will be based upon the following:

PROJECT TYPE	GRANT CALCULATION
Project located in a Garden State Growth Zone	The Retained Full-Time Jobs will receive the same Grant Calculation as New Full-Time Jobs as shown above subject to the same per employee limits.
A Mega Project which is the U.S. headquarters of an automobile manufacturer located in a priority area	The Retained Full-Time Jobs will receive the same Grant Calculation as New Full-Time Jobs as shown above subject to the same per employee limits.
The Qualified Business Facility is replacing a facility that has been wholly or substantially damaged as a result of a federally declared disaster	The Retained Full-Time Jobs will receive the same Grant Calculation as New Full-Time Jobs as shown above subject to the same per employee limits.
<b>All other projects</b>	<p>The Retained Full-Time Jobs will receive the lesser of:</p> <ul style="list-style-type: none"> <li>- ½ of the Grant Calculation for New Full-Time Jobs (1/2 * \$5,250 = \$2,625) or</li> <li>- The estimated eligible Capital Investment divided by 10 divided by the total New and Retained Full-Time Jobs (<math>\\$4,299,964 / 10 / (0 + 110) = \\$3,909</math>)</li> </ul> <p>In the event that upon completion a project has a lower actual Grant Calculation for New Full-Time Jobs or a lower Capital Investment than was estimated herein, the above calculations will be re-run and the applicant will receive the lesser of the two amounts.</p>

**Grant Calculation****BASE GRANT PER EMPLOYEE:**

Priority Area	\$ 3,000
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**INCREASES PER EMPLOYEE:**

Transit Oriented Development::	\$ 2,000
Jobs with Salary in Excess of County Average:	\$ 250

<b>INCREASE PER EMPLOYEE:</b>	<u>\$ 2,250</u>
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**PER EMPLOYEE LIMIT:**

Priority Area	\$10,500
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<b>LESSER OF BASE + INCREASES OR PER EMPLOYEE LIMIT:</b>	\$ 5,250
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**AWARD:**

New Jobs:	0 Jobs X \$5,250 X 100% =	\$ 0
Retained Jobs:	110 Jobs X \$5,250 X 50% =	<u>\$ 288,750</u>

<b>Total:</b>	<b>\$ 288,750</b>
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**ANNUAL LIMITS:**

Priority Area (Est. 90% Withholding Limit)	\$ 4,000,000/(\$452,863)
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<b>TOTAL ANNUAL AWARD</b>	<b><u>\$ 288,750</u></b>
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**PROJECT IS:** ( ) Expansion (X) Relocation

**ESTIMATED ELIGIBLE CAPITAL INVESTMENT:** \$ 4,299,964

**EXPECTED PROJECT COMPLETION:** March 1, 2018

**SIZE OF PROJECT LOCATION:** 25,000 sq. ft.

**NEW BUILDING OR EXISTING LOCATION?** Existing

**INDUSTRIAL OR NON-INDUSTRIAL FACILITY?** Non-Industrial

**CONSTRUCTION:** (X) Yes ( ) No

**NEW FULL-TIME JOBS:** 0

**RETAINED FULL-TIME JOBS:** 110

**STATEWIDE BASE EMPLOYMENT (AS OF DECEMBER 31, 2016):** 139

**CITY FROM WHICH JOBS WILL BE RELOCATED IN NEW JERSEY:** South Plainfield

**MEDIAN WAGES:** \$ 93,328

<b>NET BENEFIT MODEL:</b>	2017
<b>GROSS BENEFIT TO THE STATE (OVER 20 YEARS, PRIOR TO AWARD):</b>	\$ 25,032,161
<b>TOTAL AMOUNT OF AWARD: (CAPPED ANNUALLY AT 90% OF WITHHOLDINGS)</b>	\$ 2,887,500
<b>NET BENEFIT TO THE STATE (OVER 20 YEARS, NET OF AWARD):</b>	\$ 22,144,661

**ELIGIBILITY PERIOD:** 10 years

**CONDITIONS OF APPROVAL:**

1. Applicant has not entered into a lease or purchase contract without a valid Grow NJ incentive contingency or otherwise committed to remain in New Jersey.
2. Applicant will make an eligible capital investment of no less than the Statutory minimum after board approval, but no later than 3 years from Board approval.
3. No employees that are subject to a BEIP, BRRAG, legacy Grow New Jersey, Urban Transit Hub or other NJEDA incentive program are eligible for calculating the benefit amount of the Grow New Jersey tax credit.
4. No capital investment that is subject to a BEIP, BRRAG, legacy Grow New Jersey, Urban Transit Hub or other NJEDA incentive program is eligible to be counted toward the capital investment requirement for Grow New Jersey.
5. Within twelve months following approval, the applicant will submit progress information indicating that the business has site plan approval, committed financing for, and site control of the qualified business facility.

**APPROVAL REQUEST:**

The Members of the Authority are asked to: 1) concur with the finding by staff that the jobs in the application are at risk of being located outside New Jersey on or before March 1, 2018; 2) approve the proposed Grow New Jersey grant to encourage Tumi, Inc., to increase employment in New Jersey. The recommended grant is contingent upon receipt by the Authority of evidence that the company has met certain criteria to substantiate the recommended award. If the criteria met by the company differs from that shown herein, the award amount and the term will be lowered to reflect the award amount that corresponds to the actual criteria that have been met.

**DEVELOPMENT OFFICER:** D. Ubinger

**APPROVAL OFFICER:** K. DeSmedt

## **BOND PROJECTS**

## **PRELIMINARY BOND RESOLUTIONS**

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
PROJECT SUMMARY - STAND-ALONE BOND PROGRAM**

**APPLICANT:** Port Newark Container Terminal L.L.C.

P44597

**PROJECT USER(S):** Same as applicant

\* - indicates relation to applicant

**PROJECT LOCATION:** 241 Calcutta St

Newark City (T/UA)

Essex

**GOVERNOR'S INITIATIVES:** (X) Urban ( ) Edison ( ) Core ( ) Clean Energy

**APPLICANT BACKGROUND:**

Port Newark Container Terminal L.L.C. (PNCT) was incorporated in 2000 as a Delaware limited liability company. PNCT is owned by its two members, each owning a fifty percent membership interest. The two members are Ports America, Inc. (Ports America), having its address at 525 Washington Blvd., Jersey City, New Jersey and Terminal Investment Limited S.a.r.l. (TIL), having an address at 12-14 Chemin Riev 1208 Geneva, Switzerland. PNCT leases from the Port Authority of New York and New Jersey the land and facility known as the Port Newark Container Terminal (Terminal) located at 241 Calcutta Street in the City of Newark, New Jersey. The facility currently comprises 267 acres handling 700,000 containers annually.

In February 2003, the Authority issued \$125,000,000 in tax-exempt bonds that in February 2012 were bifurcated into the Series 2003A and Series 2003B bonds each in the principal amount of \$62,500,000. The original bond issuance allowed PNCT to redevelop an abandoned terminal for the purpose of operating a common user facility providing stevedoring and terminal services to container shipping lines, with the Terminal at the time comprising 154 acres of container yard. In conjunction with the issuance of new tax-exempt bonds to fund an expansion project, PNCT is intending to also refund these Series 2003A and Series 2003B bonds.

PNCT plans to continue investing in the large-scale, long-term expansion plan to increase container handling capacity from a current annual lift total of 700,000 to a 1.2 million annual lift total by 2019, capable of handling ultra-large container vessels (ULCVs), and significantly improving road and rail capabilities. The project will include construction and installation of new truck gate facilities and equipment, acquisition and installation of new customs and security technology, construction and installation of new comfort and customer service stations for truckers, construction and installation of new back-up power generation facilities, demolition of two existing warehouses, expansion of the terminal yard by 48 acres and renovation of approximately 34 acres of terminal yard, expansion and improvements to the yard electrical and lighting systems, expansion and improvements to the existing wharf and berths, acquisition and installation of new gantry cranes and straddle carriers, construction and equipping of an offsite depot, and various paving and improvements to existing facilities.

This project is qualified for Authority assistance because it is an Exempt Public Facility (Docks/Wharves) under Section 142(a)(2) of the Internal Revenue Code of 1986 as amended and additionally exempted from the Volume Cap Limitation under Sections 144 and 146(g) of the Code.

**APPROVAL REQUEST:**

Authority assistance will enable the Applicant to finance a portion of the costs of expansion, renovation, construction, and equipping of the expanded facility. Proceeds will also be used to pay costs incurred at issuance, fund a debt service reserve, and pay interest on a portion of the bonds during construction.

**FINANCING SUMMARY:****BOND PURCHASER:****AMOUNT OF BOND:****TERMS OF BOND:**

**ENHANCEMENT:** N/A

**PROJECT COSTS:**

Purchase of equipment & machinery	\$58,800,000
Construction of roads, utilities, etc.	\$54,000,000
Debt service reserve fund	\$15,500,000
Interest during construction	\$10,000,000
Technology & Networking	\$10,000,000
Engineering & architectural fees	\$3,000,000
Legal fees	\$2,000,000
Finance fees	\$775,000
	\$625,000
Environ Investigation & Remediation Costs	\$200,000
Accounting fees	\$100,000
<b>TOTAL COSTS</b>	<b>\$155,000,000</b>

**JOBS:** At Application      80 Within 2 years      291 Maintained      0 Construction      410

**PUBLIC HEARING:** 10/12/17 (Published 09/27/17)      **BOND COUNSEL:** McCarter & English, LLP

**DEVELOPMENT OFFICER:** M. Athwal

**APPROVAL OFFICER:** K. DeSmedt



**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
PROJECT SUMMARY - STAND-ALONE BOND PROGRAM**

**APPLICANT:** Schuster Meat Corporation

P44582

**PROJECT USER(S):** Same as applicant

\* - indicates relation to applicant

**PROJECT LOCATION:** 60 Industrial Road

Lodi Borough (T/UA)

Bergen

**GOVERNOR'S INITIATIVES:** (X) Urban ( ) Edison ( ) Core ( ) Clean Energy**APPLICANT BACKGROUND:**

Schuster Meat Corporation, established in 1941, is a USDA-approved meat manufacturer specializing in boneless bull meat, cow meat, tied and trimmed top rounds and ground beef. The company produces over 23,000 pounds of ground beef per hour and has expanded into prepacked retail case ready products. Howard Siegel is the Chief Executive Officer.

Schuster Meat Corporation was approved in September of 2017 for a \$3 million Grow New Jersey Award related to the relocation of its operations from Bronx, NY to Lodi, NJ.

Project costs related to equipment and machinery have increased \$3 million post Grow NJ Award approval.

**APPROVAL REQUEST:**

Authority assistance will enable the applicant to purchase and renovate an existing 53,000 sq. ft. industrial building, purchase machinery, equipment, furniture and fixtures and pay for engineering, architectural and relocation costs.

**FINANCING SUMMARY:****BOND PURCHASER:****AMOUNT OF BOND:****TERMS OF BOND:****ENHANCEMENT:** N/A**PROJECT COSTS:**

Renovation of existing building	\$8,050,000
Acquisition of existing building	\$4,550,580
Purchase of equipment & machinery	\$3,000,000
Engineering & architectural fees	\$800,000
Relocation Costs	\$200,000
Furniture & Fixtures	\$91,324
<b>TOTAL COSTS</b>	<b>\$16,691,904</b>

**JOBS:** At Application0 Within 2 years40 Maintained0 Construction63**PUBLIC HEARING:****BOND COUNSEL:** Chiesa, Shahinian & Giantomasi,**DEVELOPMENT OFFICER:** M. Athwal**APPROVAL OFFICER:** S. Novak

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
PROJECT SUMMARY - STAND-ALONE BOND PROGRAM**

**APPLICANT:** UMM Energy Partners, LLC

P44560

**PROJECT USER(S):** Same as applicant

\* - indicates relation to applicant

**PROJECT LOCATION:** 1 Yogi Berra Drive

Little Falls Township (N)

Passaic

**GOVERNOR'S INITIATIVES:** ( ) Urban ( ) Edison (X) Core ( ) Clean Energy**APPLICANT BACKGROUND:**

UMM Energy Partners, LLC is a special purpose entity formed to design, develop, construct, own, operate and maintain the Montclair State University Energy Project. In September of 2013, UMM Energy Partners, LLC (UMM) under a 30 year public private partnership arrangement, funded, designed, built, commissioned and now operates a 15,000 sq. ft. Central Energy Center (CEC) and associated 1.6 mile Thermal Distribution Loop (TDL), which provides Montclair State University (MSU) the majority of its campus energy, the CEC steam, chilled water and electricity for campus power consumption, heating and air conditioning needs. UMM Energy Partners is wholly owned by DCO Energy, LLC.

In 2012, the Authority issued a \$51,265,000 Tax-exempt Series A Bond and a \$28,140,000 Series B Taxable Bond (Appl. P36870) to fund the CEC project described above. The 2012 Bonds were underwritten by Raymond James & Associates, Inc. The Series A Bonds are serial bonds ranging in interest rates from 4.75% to 5.12% with a final maturity in 2043; Series B Bonds are also serial bonds ranging in interest rates from 5% to 7% with a final maturity in 2030. The CEC project also received a Large Scale Fuel Cell Energy Grant of \$2,380,000, closed in June 2013 (Appl. P37739).

**APPROVAL REQUEST:**

Authority assistance will enable the Applicant to fund the construction of the Microgrid Expansion Project which will integrate the following three additional projects into the established Central Energy Center (CEC) and Thermal Distribution Loop (TDL) footprint to provide the additional energy needs of the growing Montclair State College Campus: 1) a Peak Shaving Generation Facility of 28,000 sq. ft. directly adjacent to the current CEC and Load Management System providing on demand power significantly lowering MSU's energy charges during critical periods; 2) TDL expansion to provide chilled water and steam services to the campus student recreation center; and 3) the construction of a utility bridge connecting the campus parking garage to Webster Road, where the majority of the campus buildings reside.

**FINANCING SUMMARY:****BOND PURCHASER:****AMOUNT OF BOND:****TERMS OF BOND:****ENHANCEMENT:** N/A**PROJECT COSTS:**

Construction of new building or addition	\$7,515,215
Construction of roads, utilities, etc.	\$6,604,115
Engineering & architectural fees	\$3,791,204
Purchase of equipment & machinery	\$3,614,155
Contingency	\$1,000,000
Interest during construction	\$992,000
Debt service reserve fund	\$708,813

**APPLICANT:** UMM Energy Partners, LLC

P44560

Page 2

Finance fees	\$391,998
Legal fees	\$105,000
Working capital	\$77,500
<b>TOTAL COSTS</b>	<b>\$24,800,000</b>

**JOBS:** At Application      72 Within 2 years      2 Maintained      0 Construction      114

**PUBLIC HEARING:****BOND COUNSEL:** Obermayer, Rebmann, Maxwell &**DEVELOPMENT OFFICER:** M. Athwal**APPROVAL OFFICER:** T. Wells

## **BOND MODIFICATIONS**



## MEMORANDUM

**TO:** Members of the Authority

**FROM:** Timothy J. Lizura  
President and Chief Operating Officer

**DATE:** October 12, 2017

**SUBJECT:** Uncommon Properties, LLC  
\$7,145,000 Taxable Qualified Zone Academy Bonds  
North Star Academy Charter School of Newark, Inc.  
P41792

**Request:**

Consent to change in project location from 571 18<sup>th</sup> Avenue, Newark, New Jersey to 108 South 9<sup>th</sup> Street, Newark, New Jersey, and 43 Alexander Street, Newark, New Jersey.

**Background:**

Uncommon Schools, Inc. (USI) is a not for profit entity that starts and manages public charter schools and through its subsidiaries, owns real estate that is leased to the school for use as public school facilities. Uncommon Properties, LLC is a wholly owned subsidiary of Uncommon Schools, Inc. (USI) formed in 1997 to provide real estate services and hold title of real estate projects for the benefit of the schools within the USI network, including North Star Academy Charter School of Newark, Inc. (NSA). NSA is a network of eleven public charter schools serving over 4,000 students in grades K-12 in Newark, NJ.

Since 2009, Uncommon Properties and its affiliates have closed on approximately eight bond financings with the Authority for the benefit of NSA and as a conduit issuer the Authority has no credit exposure.

In December 2015, the Authority issued \$7.1 million taxable Qualified Zone Academy Bonds (QZAB) that were directly purchased by Uncommon NSA Lender, LLC ("Purchaser") with the funding from Low Income Investment Fund ("Bondholder Representative"). The current outstanding principal balance of the Bonds is approximately \$7.8 million. The Bonds along with proceeds from the \$26.5 million tax-exempt bond to NSA 18<sup>th</sup> Avenue, LLC, (P44147) approved by the Members in April 2017, were expected to fund a portion of the acquisition and renovations to a facility on 18<sup>th</sup> Avenue in Newark, for use as a new North Star Academy Charter School. To ensure compliance with QZAB requirements to renovate school buildings, the Borrower has agreed to fund this project with other sources.

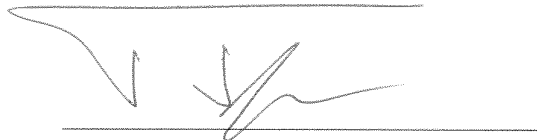
Currently the Borrower has identified two new locations and requests EDA's consent to change

the project location to 43 Alexander Street, Newark and 108 South 9<sup>th</sup> Street, Newark. The bond proceeds, along with proceeds from EDA's 2012 7.8 million QZAB (P37823), which modification is being presented to the Members concurrently, will be used to renovate the location on Alexander Street, and to fund additional planned work at the 9<sup>th</sup> Street location. Both Purchaser and Bondholder Representative have consented to the change in location.

Chiesa, Shahinian, and Giantomasi, PC, Bond Counsel to the Authority, has advised that the new project location will not adversely affect the federal income tax credit allocable to the Borrower. The request is being presented at the Board meeting for public hearing.

**Recommendation:**

Consent to change in project location from 571 18<sup>th</sup> Avenue, Newark, New Jersey to 108 South 9<sup>th</sup> Street, Newark, New Jersey, and 43 Alexander Street, Newark, New Jersey.

A handwritten signature in dark ink, consisting of a series of loops and strokes, positioned above a horizontal line.

Prepared By: Angus Comly



## MEMORANDUM

**TO:** Members of the Authority

**FROM:** Timothy J. Lizura  
President and Chief Operating Officer

**DATE:** October 12, 2017

**SUBJECT:** Uncommon Properties, LLC  
\$7,806,000 Taxable Qualified Zone Academy Bonds  
North Star Academy Charter School of Newark, Inc.  
P37823

**Request:**

Consent to change in project location from 571 18<sup>th</sup> Avenue, Newark, New Jersey to 108 South 9<sup>th</sup> Street, Newark, New Jersey, and 43 Alexander Street, Newark, New Jersey.

**Background:**

Uncommon Schools, Inc. (USI) is a not for profit entity that starts and manages public charter schools and through its subsidiaries, owns real estate that is leased to the school for use as public school facilities. Uncommon Properties, LLC is a wholly owned subsidiary of Uncommon Schools, Inc. (USI) formed in 1997 to provide real estate services and hold title of real estate projects for the benefit of the schools within the USI network, including North Star Academy Charter School of Newark, Inc. (NSA). NSA is a network of eleven public charter schools serving over 4,000 students in grades K-12 in Newark, NJ.

Since 2009, Uncommon Properties and its affiliates have closed on approximately eight bond financings with the Authority for the benefit of NSA and as a conduit issuer the Authority has no credit exposure.

In December 2012, the Authority issued \$7.8 million taxable Qualified Zone Academy Bonds (QZAB) that were directly purchased by Uncommon NSA Lender, LLC ("Purchaser") with the funding from Low Income Investment Fund ("Bondholder Representative"). The current outstanding principal balance of the Bonds is approximately \$7.8 million. The Bonds were expected to fund a portion of the acquisition and renovations to a facility on 15<sup>th</sup> Avenue in Newark. NSA however was not able to acquire the 15<sup>th</sup> Avenue property within the IRS's 3-year timeline and requested IRS's agreement for additional time to use the funds.

In December 2015, the IRS issued a private letter ruling granting the Borrower an additional two years to spend the bond proceeds due to the unexpected obstacles obtaining ownership of the 15<sup>th</sup> Avenue facility.

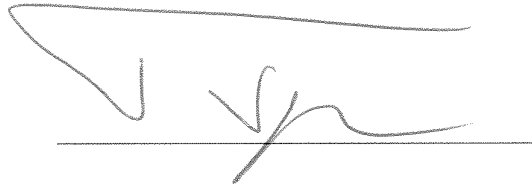
In June 2016, the Members approved a change of project location to 571 18<sup>th</sup> Avenue, Newark where the QZAB funds, along with proceeds from the \$26.5 million tax-exempt bond to NSA 18<sup>th</sup> Avenue, LLC, (P44147) approved by the Members in April 2017, would be used to rehabilitate a commercial building for use as a new North Star Academy Charter School. To ensure compliance with QZAB requirements to renovate school buildings, the Borrower has agreed to fund this project with other sources.

Currently the Borrower has identified an alternative qualified project and requests EDA's consent to change the project location, to 108 South 9<sup>th</sup> Street, Newark, as originally approved, and add 43 Alexander Street, Newark as an additional location. The bond proceeds will be used to renovate the school on Alexander Street, and to fund additional renovations needed at the 9<sup>th</sup> Street location. Both Purchaser and Bondholder Representative have consented to the change in location.

Chiesa, Shahinian, and Giantomasi, PC, Bond Counsel to the Authority, has advised that the new project location will not adversely affect the federal subsidy on the QZAB. The request is being presented at the Board meeting for public hearing.

**Recommendation:**

Consent to change in project location from 571 18<sup>th</sup> Avenue, Newark, New Jersey to 108 South 9<sup>th</sup> Street, Newark, New Jersey, and 43 Alexander Street, Newark, New Jersey.

A handwritten signature in dark ink, consisting of a large, stylized 'V' or 'W' shape followed by a series of loops and a long horizontal stroke at the bottom.

Prepared By: Angus Comly



**PUBLIC HEARING ONLY**

# NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

## PROJECT SUMMARY - REFUNDING BOND PROGRAM

**APPLICANT:** Port Newark Container Terminal L.L.C.

P44598

**PROJECT USER(S):** Same as applicant

\* - indicates relation to applicant

**PROJECT LOCATION:** 241 Calcutta St

Newark City (T/UA)

Essex

**GOVERNOR'S INITIATIVES:** (X) Urban ( ) Edison ( ) Core ( ) Clean Energy**APPLICANT BACKGROUND:**

Port Newark Container Terminal L.L.C. (PNCT) was incorporated in 2000 as a Delaware limited liability company. PNCT is owned by its two members, each owning a fifty percent membership interest. The two members are Ports America, Inc. (Ports America), having its address at 525 Washington Blvd., Jersey City, New Jersey and Terminal Investment Limited S.a.r.l. (TIL), having an address at 12-14 Chemin Riev 1208 Geneva, Switzerland. PNCT leases from the Port Authority of New York and New Jersey the land and facility known as the Port Newark Container Terminal (Terminal) located at 241 Calcutta Street in the City of Newark, New Jersey. The facility currently comprises 267 acres handling 700,000 containers annually.

In February 2003, the Authority issued \$125,000,000 in tax-exempt bonds that in February 2012 were bifurcated into the Series 2003A and Series 2003B bonds each in the principal amount of \$62,500,000. The original bond issuance allowed PNCT to redevelop an abandoned terminal for the purpose of operating a common user facility providing stevedoring and terminal services to container shipping lines, with the Terminal at the time comprising 154 acres of container yard.

This project is qualified for Authority assistance because it is an Exempt Public Facility (Docks/Wharves) under Section 142(a)(2) of the Internal Revenue Code of 1986 as amended and additionally exempted from the Volume Cap Limitation under Sections 144 and 146(g) of the Code.

**REFUNDING REQUEST:**

Authority assistance will enable the Applicant to refund \$125,000,000 in outstanding principal associated with Series 2003A and Series 2003B bonds. Proceeds will also be used to pay costs incurred at issuance and fund a debt service reserve.

This project is being presented for public comment only at the October 12, 2017 Authority Board Meeting.

**FINANCING SUMMARY:****BOND PURCHASER:****AMOUNT OF BOND:****TERMS OF BOND:****ENHANCEMENT:** N/A**PROJECT COSTS:**

Principal amount of bond(s) to be refund	\$125,000,000
Debt service reserve fund	\$14,500,000
Other	\$4,275,000
Finance fees	\$725,000
Legal fees	\$400,000
Accounting fees	\$100,000

**APPLICANT:** Port Newark Container Terminal L.L.C.

P44598

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**TOTAL COSTS**

\$145,000,000

**PUBLIC HEARING:** 10/12/17 (Published 09/27/17) **BOND COUNSEL:** McCarter & English, LLP

**DEVELOPMENT OFFICER:** M. Athwal

**APPROVAL OFFICER:** K. DeSmedt

## **LOANS/GRANTS/GUARANTEES**

**HAZARDOUS DISCHARGE SITE REMEDIATION FUND**



**MEMORANDUM**

**TO:** Members of the Authority

**FROM:** Timothy Lizura  
President/Chief Operating Officer

**DATE:** October 12, 2017

**SUBJECT:** NJDEP Hazardous Discharge Site Remediation Fund Program

The following grant projects have been approved by the Department of Environmental Protection to perform Supplemental and Remedial Investigation activities. The scope of work is described on the attached project summaries:

**HDSRF Municipal Grants:**

P44253	City of Newark (Scientific Chemical Corp)	\$ 304,686
P44174	City of Paterson (BDA Paterson Steam Plant)	<u>\$ 420,308</u>
		\$ 724,994

**Total HDSRF Funding – October 2017** **\$ 724,994**

A handwritten signature in black ink, appearing to read 'Timothy Lizura', is written over a horizontal line.

Timothy Lizura

Prepared by: Reneé M. Krug

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**  
**PROJECT SUMMARY - HAZARDOUS SITE REMEDIATION - MUNICIPAL GRANT**

**APPLICANT:** City of Newark (Scientific Chemical Processing)

P44253

**PROJECT USER(S):** Same as applicant

\* - indicates relation to applicant

**PROJECT LOCATION:** 411-413 Wilson Avenue

Newark City (T/UA)

Essex

**GOVERNOR'S INITIATIVES:** (X) Urban ( ) Edison ( ) Core ( ) Clean Energy**APPLICANT BACKGROUND:**

Between May 1997 and August 2011, The City of Newark had received an initial grant funding in the amount of \$83,440 under P09178 and supplemental grants totaling \$438,675 under P14490 and P32257 to perform Preliminary Assessment (PA), Site Investigation (SI) and Remedial Investigation (RI). The property site, identified as Block 5020, Lot 98 is an abandoned industrial facility suspected of groundwater being contaminated by volatile organics and the soil being contaminated with metal, semi-volatile organic and PCB. The City of Newark has foreclosed on the project site and has satisfied proof of site control. It is the City's intent, upon completion of the environmental investigation activities, to redevelop the project site for truck storage and warehouse use.

NJDEP has approved the request for supplemental RI grant funding on the above-referenced project site and finds the project technically eligible under the HDSRF Program.

**APPROVAL REQUEST:**

The City of Newark is requesting aggregate supplemental grant funding to perform RI \$304,686 at the Scientific Chemical Processing property site. Because the aggregate supplemental funding including this request is \$743,361, it exceeds the maximum aggregate staff delegation approval of \$100,000 and therefore requires EDA's board approval. Total grant funding including this approval is \$826,801.

**FINANCING SUMMARY:****GRANTOR:** Hazardous Discharge Site Remediation Fund**AMOUNT OF GRANT:** \$304,686**TERMS OF GRANT:** No Interest; No Repayment**PROJECT COSTS:**

Remedial investigation	\$304,686
EDA administrative cost	\$500
<b>TOTAL COSTS</b>	<b>\$305,186</b>

**APPROVAL OFFICER:** K. Junghans

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**  
**PROJECT SUMMARY - HAZARDOUS SITE REMEDIATION - MUNICIPAL GRANT**

**APPLICANT:** City of Paterson (BDA Paterson Steam Plant)

P44174

**PROJECT USER(S):** Same as applicant

\* - indicates relation to applicant

**PROJECT LOCATION:** 76-108 McBride Street

Paterson City (T/UA)

Passaic

**GOVERNOR'S INITIATIVES:** (X) Urban ( ) Edison ( ) Core ( ) Clean Energy**APPLICANT BACKGROUND:**

City of Paterson is requesting a grant for the Paterson Steam Plant/Overlook Park project site, identified as Block 4601, Lots 1&2 which is a former steam plant and has potential environmental areas of concern (AOCs). The City intends to acquire the project site and has satisfied proof of site control. It is the City's intent, upon completion of the environmental investigation activities to redevelop the project site for recreational use.

According to the HDSRF legislation, a grant can be awarded to a municipality, county or redevelopment entity authorized to exercise redevelopment powers up to 75% of the costs of remedial action for projects within a BDA. The grant has been calculated off 75% of the RA costs \$560,410. The remaining 25% of funding is being provided by the issuance of a bonds.

NJDEP has approved this request for Remedial Action (RA) grant funding on the above-referenced project site and finds the project technically eligible under the HDSRF program, Category 2, Series A.

**APPROVAL REQUEST:**

City of Paterson is requesting grant funding to perform RA in the amount of \$420,308 at the Paterson Steam Plant/Overlook Park project site.

**FINANCING SUMMARY:****GRANTOR:** Hazardous Discharge Site Remediation Fund**AMOUNT OF GRANT:** \$420,308**TERMS OF GRANT:** No Interest; No Repayment**PROJECT COSTS:**

Remedial Action	\$420,308
EDA administrative cost	\$500
<b>TOTAL COSTS</b>	<b>\$420,808</b>

**APPROVAL OFFICER:** K. Junghans



## **PETROLEUM UNDERGROUND STORAGE TANK (PUST)**



**MEMORANDUM**

**TO:** Members of the Authority

**FROM:** Timothy J. Lizura, President/Chief Operating Officer

**DATE:** October 12, 2017

**SUBJECT:** NJDEP Petroleum UST Remediation, Upgrade & Closure Fund Program

The following residential grant projects have been approved by the Department of Environmental Protection to perform upgrade, closure or site remediation activities. The scope of work is described on the attached project summaries:

**UST Commercial Grants:**

P39408 Walter & Jean Putz	\$ 101,858
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**UST Residential Grants:**

P44324 Fern Bliss - Morgan	\$ 289,357
P44354 Lucille Virgilio Trust	<u>\$ 86,600</u>
	\$ 375,957

<b>Total UST Funding – October 2017</b>	<b>\$ 477,815</b>
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Timothy Lizura

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
PROJECT SUMMARY - UNDERGROUND STORAGE TANK GRANT**

**APPLICANT:** Walter Putz and Jean Putz

P39408

**PROJECT USER(S):** Same as applicant

\* - indicates relation to applicant

**PROJECT LOCATION:** 4344 Tuckahoe Road Franklin Township (T) Gloucester**GOVERNOR'S INITIATIVES:** ( ) Urban ( ) Edison ( ) Core ( ) Clean Energy**APPLICANT BACKGROUND:**

In December 2010, Walter Putz and Jean Putz, owners the project site, which its former gasoline station and grocery store, received a grant in the amount of \$59,581 under P31643 to perform remediation for the closure of the underground storage tanks (USTs) at the project site. The tanks were decommissioned in accordance with NJDEP requirements. The NJDEP has determined that the supplemental project costs are technically eligible to perform additional remedial activities.

Financial statements provided by the applicant demonstrate that the applicant's financial condition conforms to the financial hardship test for a conditional hardship grant.

**APPROVAL REQUEST:**

The applicants are requesting supplemental grant funding in the amount of \$101,858 to perform the approved scope of work at the project site. Because the supplemental funding request exceeds the maximum staff delegation approval of \$100,000, it requires EDA's board approval. Total grant funding including this approval is \$161,439.

The NJDEP oversight fee of \$10,186 is the customary 10% of the grant amount. This assumes that the work will not require a high level of NJDEP involvement and that reports of an acceptable quality will be submitted to the NJDEP.

**FINANCING SUMMARY:****GRANTOR:** Petroleum UST Remediation, Upgrade & Closure Fund**AMOUNT OF GRANT:** \$101,858**TERMS OF GRANT:** No Interest; 5 year repayment provision on a pro-rata basis in accordance with the PUST Act.**PROJECT COSTS:**

Upgrade, Closure, Remediation	\$101,858
NJDEP oversight cost	\$10,186
EDA administrative cost	\$250
<b>TOTAL COSTS</b>	<b>\$112,294</b>

**APPROVAL OFFICER:** K. Junghans

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
PROJECT SUMMARY - UNDERGROUND STORAGE TANK GRANT**

**APPLICANT:** Fern Bliss-Morgan

P44324

**PROJECT USER(S):** Same as applicant

\* - indicates relation to applicant

**PROJECT LOCATION:** 1576 Park Blvd

Camden City (T/UA)

Camden

**GOVERNOR'S INITIATIVES:** ( ) Urban ( ) Edison (X) Core ( ) Clean Energy**APPLICANT BACKGROUND:**

In November 2010, Fern Bliss-Morgan received a grant in the amount of \$43,719 under P32075 to remove a leaking 550-gallon residential #2 heating underground storage tank (UST) and perform the required remediation. The tank was decommissioned and removed in accordance with NJDEP requirements. The NJDEP has determined that the supplemental project costs are technically eligible to perform additional remedial activities.

Financial statements provided by the applicant demonstrate that the applicant's financial condition conforms to the financial hardship test for a conditional hardship grant.

**APPROVAL REQUEST:**

The applicant is requesting supplemental grant funding in the amount of \$289,357 to perform the approved scope of work at the project site. Because the supplemental funding request exceeds the maximum staff delegation approval of \$100,000 it requires EDA's board approval. Total grant funding including this approval is \$333,076.

The NJDEP oversight fee of \$28,936 is the customary 10% of the grant amount. This assumes that the work will not require a high level of NJDEP involvement and that reports of an acceptable quality will be submitted to the NJDEP.

**FINANCING SUMMARY:****GRANTOR:** Petroleum UST Remediation, Upgrade & Closure Fund**AMOUNT OF GRANT:** \$289,357**TERMS OF GRANT:** No Interest; No Repayment**PROJECT COSTS:**

Remediation	\$289,357
NJDEP oversight cost	\$28,936
EDA administrative cost	\$250
<b>TOTAL COSTS</b>	<b>\$318,543</b>

**APPROVAL OFFICER:** K. Junghans

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
PROJECT SUMMARY - UNDERGROUND STORAGE TANK GRANT**

**APPLICANT:** Lucille Virgilio Trust

P44354

**PROJECT USER(S):** Same as applicant

\* - indicates relation to applicant

**PROJECT LOCATION:** 1 Orange Heights Avenue West Orange Township (N) Essex

**GOVERNOR'S INITIATIVES:** ( ) Urban ( ) Edison (X) Core ( ) Clean Energy

**APPLICANT BACKGROUND:**

Between March 2014 and November 2015, Lucille Virgilio Trust received an initial grant in the amount of \$92,197 under P38644 and a supplemental grant in the amount of \$49,740 under P41163 to remove a leaking 550-gallon residential #2 heating underground storage tank (UST) and perform the required remediation. The tank was decommissioned and removed in accordance with NJDEP requirements. The NJDEP has determined that the supplemental project costs are technically eligible to perform additional remedial activities.

Financial statements provided by the applicant demonstrate that the applicant's financial condition conforms to the financial hardship test for a conditional hardship grant.

**APPROVAL REQUEST:**

The applicant is requesting aggregate supplemental grant funding in the amount of \$86,600 to perform the approved scope of work at the project site. Because the aggregate supplemental grant funding is \$136,340, it exceeds staff delegation approval of \$100,000 and therefore requires EDA's board approval. Total grant funding including this approval is \$228,537.

The NJDEP oversight fee of \$8,660 is the customary 10% of the grant amount. This assumes that the work will not require a high level of NJDEP involvement and that reports of an acceptable quality will be submitted to the NJDEP.

**FINANCING SUMMARY:**

**GRANTOR:** Petroleum UST Remediation, Upgrade & Closure Fund

**AMOUNT OF GRANT:** \$86,600

**TERMS OF GRANT:** No Interest; No Repayment

**PROJECT COSTS:**

Remediation	\$86,600
NJDEP oversight cost	\$8,660
EDA administrative cost	\$250
 TOTAL COSTS	 <u>\$95,510</u>

**APPROVAL OFFICER:** K. Junghans

**EDISON INNOVATION FUND**

**TECHNOLOGY BUSINESS TAX CERTIFICATE  
TRANSFER PROGRAM**



## **MEMORANDUM**

**TO:** Melissa Orsen, Chief Executive Officer  
Members of the Authority

**FROM:** Marcus Saldutti  
Hearing Officer

**DATE:** October 12, 2017

**SUBJECT:** Technology Business Tax Certificate Transfer Program - Appeals

### **Request:**

Consent of the members to the Hearing Officer's recommendation to reverse the declination of NOL application for EOS Energy Storage, LLC, and to uphold the declination of NOL applications for doForms NJ, Inc. and Myos Rens Technology, Inc.

### **Background:**

Pursuant to the enabling legislation, the Authority administers the Technology Business Tax Certificate Transfer Program ("Program"), including the review of each application to insure the applicants met the requirements of the Program. Staff recommendations are then presented to the Members for consideration. As requested by the CEO, I am fulfilling the role of Hearing Officer to independently review the appeals, and have completed that review of the appeals with legal guidance from the Attorney General's Office.

At the August 8, 2017 Board Meeting, the Members considered 44 requests from companies to participate in the Technology Business Tax Certificate Transfer Program. A total of 38 requests were recommended for approval and 4 requests were disapproved. Two companies withdrew their applications. Average estimated benefits were calculated to be \$1.34 million per approved company based on this year's budget allocation of \$60 million. If the Board agrees with the recommendation to approve a company previously disapproved or disagrees with any of the decisions of the Hearing Officer to uphold all of the declinations, the benefit amount will be recalculated based on the total new number of approvals, with the reduction to the amount of benefit received by the companies expected to be de minimus.

Following the August Board meeting, the 4 companies that were disapproved were sent written notice of the Board's action along with the reasons for the disapproval. In that letter, applicants



were notified of the decision and were provided 20 days to appeal. Of the 4 disapproved, 3 filed appeals by the appeal deadline of August 28, 2017.

Over the past several weeks, each appeal was reviewed in light of all supporting documentation submitted.

**Recommendation of Reversal:**

Based on the review of the appeals submitted by the applicants and the analyses prepared by the initial review team from the Authority, I am recommending that the following one company be approved for participation in the Program:

**EOS Energy Storage, LLC**

Based on the clarifying final documentation received, the Hearing Officer is persuaded that the Board's August 8, 2017 declination of Eos Energy Storage, LLC ("Eos") should be reversed as the appropriate financial statements were received and demonstrated net operating losses for 2015 and 2016.

Eos provided audited financial statements for 2015 but only draft financial statements for 2016 on the application deadline of June 30, 2017. Subsequently, Eos submitted with its appeal audited 2016 financial statements prepared by an outside CPA. The final 2016 financial statements were not materially inconsistent with the draft financials initially submitted. Both the 2015 and 2016 financial statements showed net operating losses as required by N.J.S.A. 34:1B-7.42a(b)5. The post-deadline audited final financial statement was accepted by TLS as a permitted clarification rather than new information by the appeal deadline pursuant to N.J.A.C. 19:31-12.6(d) and the Frequently Asked Questions on the EDA website for the Program as set forth on page 3/14.

Notwithstanding the foregoing, this recommended approval by itself will not permit Eos to participate in the Program this year. N.J.A.C. 19:31-12.4(e) provides that "[T]he Division of Taxation, Department of the Treasury separately reviews applicants and may make recommendations regarding program eligibility". Applicants are required to file Corporation Business Taxes ("CBT") by June 30, 2017. According to Taxation, Eos failed to file its 2016 CBT return by the application deadline of June 30, 2017.

The Division of Taxation's review and decision regarding the CBT filings is beyond the scope of this appeal and is provided here for informational purposes.

**Recommendations to Uphold:**

Based on the review of the appeals and the analyses prepared by the initial review team from the Authority, I am recommending the following two declinations be upheld as the applicants have not demonstrated they meet all of the eligibility criteria of the Program:

**Myos Rens Technology, Inc.**

The Hearing Officer is persuaded that Myos Rens Technology, Inc. (“Myos Rens”) failed to meet the definition of being a new or expanding technology or biotechnology company by not having a minimum of 10 full-time employees as of June 30, 2017 as required by N.J.S.A.34:1B-7.42(b).

The evidence received does establish that the employee in question was indeed a full-time employee of Myos Rens . However, N.J.A.C. 19:31-12.2, requires “a full-time employee whose primary office is in New Jersey and who spends at least 80 percent of his or her time in New Jersey...”

Myos Rens failed to present any credible evidence that the employee spends at least 80% of his time in New Jersey. In fact, the evidence received set forth that the employee in question is a resident of Massachusetts who commutes to work in New Jersey for a period of three days a week.

**doForms NJ, Inc.**

The Hearing Officer is persuaded that doForms NJ, Inc. (“doForms”) failed to have (i) the required 10 full-time employees working in New Jersey by the application submission deadline of June 30, 2017; (ii) submitted the 2016 financial statements by the application deadline; and (iii) submitted its certificate of incorporation/formation documents for its earliest predecessor by the application deadline.

Although doForms submitted audited financial statements for 2014 and 2015, it did not provide in any form - including draft statements - prior to the deadline the required compiled, reviewed or audited financial statements for the most recent calendar year of 2016. N.J.A.C. 19:31-12.4 (c)3 requires that applications submitted to the Program shall include “[f]inancial statements for the two most recent full years of operation”. doForms failed to do so. Its later submission cannot be considered clarifying information as no 2016 statement in any form was received by the June 30, 2017 deadline.

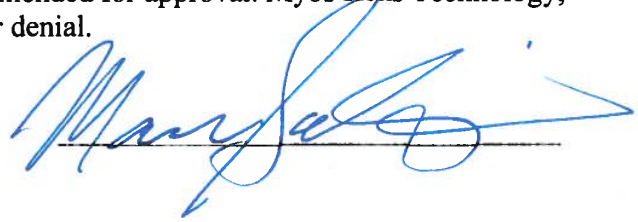
doForms did file with its application a copy of its most recent incorporation; however, it failed to timely submit any certificate of formation for its earliest predecessor entity In order to participate in the Program an applicant business must provide by the application deadline a copy of the certificate of incorporation/formation of its earliest predecessor entity per N.J.A.C. 19:31-12.4 (c) 12.”. As such, its later submission cannot be considered clarifying information and its late submission is new evidence, which is proscribed from consideration as per N.J.A.C. 19:31-12.6 (d).

Finally, doForms was also required to have ten full-time employees working in this State by June 30, 2017. The evidence indicates that the employee was considered to be a temporary employee for the summer who was a college student in South Carolina. There was no documentation

supplied that would demonstrate he qualifies as a "[F]ull-time employee working in this State" who would be able to spend 80% of his time in New Jersey, as defined in N.J.A.C. 19:31-12.2 while attending school out of state.

**Recommendation:**

As a result of careful consideration of the above appeals in consultation with the Attorney General's Office, EOS Energy Storage is recommended for approval. Myos Rens Technology, Inc. and doForms NJ, Inc. are recommended for denial.



Prepared by: Marcus Saldutti, Hearing Officer

## **NJ CoVEST FUND PROGRAM**

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
PROJECT SUMMARY - NJ COVEST FUND PROGRAM**

**APPLICANT:** Reflik, Inc.

P44558

**PROJECT USER(S):** Reflik Inc.

\* - indicates relation to applicant

**PROJECT LOCATION:** 285 Davidson Ave

Franklin Township (N)

Somerset

**GOVERNOR'S INITIATIVES:** ( ) Urban (X) Edison ( ) Core ( ) Clean Energy**APPLICANT BACKGROUND:**

Reflik has developed a Talent Crowdsourcing Platform that finds top candidates for the position in significantly less time and for less cost, through its extensive network of recruiters and industry professionals.

**APPROVAL REQUEST:**

Approval is recommended for a loan up to \$250,000 from the NJ CoVest Fund as proposed.

**FINANCING SUMMARY:****LENDER:** NJEDA**AMOUNT OF LOAN:** Up to \$250,000

**TERMS OF LOAN:** 10-Year Term. The proposed loan will have a rate of 3% with no payments for the first 84 months. Interest during this period will accrue and will be capitalized. Beginning month 85 principal plus interest payments will begin for the remaining three-year term to fully amortize the loan.

**PROJECT COSTS:**

Working capital

\$250,000

**TOTAL COSTS**

\$250,000

**JOBS:** At Application      9 Within 2 years      10 Maintained      0 Construction      0

**DEVELOPMENT OFFICER:** C. Smith**APPROVAL OFFICER:** M. Bhatia

## **NJ FOUNDERS AND FUNDERS ALL STARS PROGRAM**



## **MEMORANDUM**

**TO:** Members of the Authority

**FROM:** Timothy J. Lizura  
President/Chief Operating Officer

**DATE:** October 12, 2017

**RE:** 2017 NJ Founders & Funders All-Stars Program Award

### **Summary**

The members of the Board are requested to approve an award of up to \$50,000 for a selected registered, presenting company of the 2017 NJ Founders & Funders All-Stars program. The award is structured as a forgivable loan with warrants to support an early-stage New Jersey technology or biotechnology company.

### **Background**

NJ Founders & Funders is a community resource program organized by the NJEDA on a semi-annual basis (Spring and Fall) to facilitate collaborative discussions between product-focused, emerging NJ Technology & Life Science ("TLS") companies and sophisticated angel & institutional investors.

Since inception in June 2014, more than 200 companies and 75 investors have participated in the program. Structured as a half-day event, featuring up to twelve 10-minute one-on-one introductory sessions between each attending company and investors, the event has facilitated more than 1,200 formal meetings and countless other informal conversations. Following from the success of this program to date, NJ Founders & Funders All-Stars is being organized to recognize the connections made through this program, resulting in investment, insight and inspiration to help fuel New Jersey's Technology & Life Science ecosystem.

For the first-time, all 200+ past NJ Founders & Funders attendee companies are being offered the opportunity to re-connect with investors in this single forum. Each past event has seen an over-subscribed level of demand by the entrepreneurial community. As a result, NJ Founders & Funders guidelines prohibit a single company from attending more than one regular event. The NJ Founders & Funders All-Stars event offers the opportunity for all previously attending companies to update investors with their progress and showcase their cumulative innovation with the community.

As with the regularly-recurring NJ Founders & Funders events, this event will feature organized

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one-on-one introductions between NJ-based companies and investors. In addition, we are proud to feature a special New Jersey Entrepreneur panel sharing their insights on fundraising, maximizing the relationship with investors and the path to exit. Returning companies may send up to two representatives to attend the event. There will be ample networking among entrepreneurs, investors and, for the first time, admission to other private sector community members who support this sector of the market.

All companies previously participating at a regular NJ Founders & Funders event are invited to attend NJ Founders & Funders All-Stars and/or to separately register to participate in the one-on-one investor meetings. A subset of 20 companies will be selected from the pool of returning company registrants in advance of the event, by an independent outside panel, to participate in the one-on-one sessions. The panel is comprised of the Authority's existing Technology Advisory Board (TAB). The event will be capped-off with lightning presentations by five investor favorite companies selected from those 20 participating in the one-on-one meetings. The winner of the five presenting companies will be determined by crowd participation, subject to NJEDA's authority to review and make any determination based on non-delegable requirements. The selected winner will receive a proposed award of up to \$50K in the form of a forgivable loan, conditioned upon receipt of a minimum 1:1 matching of outside, third party investor equity.

#### **Loan Award**

The proposed NJ Founders & Funders All-Stars Loan will provide one-time funding (under the requirements and structure, herein) to support the growth of a technology or life science company and encourage further investment in the State, while recognizing the achievements of an early-stage NJ entrepreneurial business. Investment made from this award will align with the EDA's ongoing strategy of supporting New Jersey's entrepreneurial ecosystem in the industries of technology and life sciences. The object company must meet the guidelines specified below.

Consistent with other already existing NJEDA TLS loan programs (Edison Loan Program, NJ CoVest program) the Company must secure matching funds from a qualified, unrelated third party which the EDA will match on a 1:1 basis. The NJ Founders & Funders All-Stars loan commitment will be offered to the selected company contingent on verified receipt of outside equity within 12 months after the December 6, 2017 event date.

Proposed 2017 NJ Founders & Funders All-Stars Award guidelines:

- Award (Forgivable Loan) of up to \$50,000 will be offered based on match funding amount and program selection process. Forgivable Loan will have a 0% interest rate accompanied by 50% warrant coverage, with a warrant strike price aligning with the investor match. Forgivable Loan will have a 5-year principal moratorium followed by a 2-year amortization if the loan forgiveness conditions are not met.
- Company eligibility and selection will be validated according to a prescribed multi-stage process, as follows:
  - The Company, which is registered to conduct business in New Jersey is:
    - Registered, attended and met with scheduled investors during 1-on-1 meeting sessions at a regular NJ Founders & Funders event between the period of June 2014 and April 2017;



- Registered to attend the 2017 NJ Founders & Funders All-Stars event seeking to participate in 1-on-1 meetings at the event;
- Submitted a 1-2-page executive summary for review and selection by an independent panel comprised of the NJEDA's Technology Advisory Board ("TAB");
- Is selected from a full compilation of the aforementioned executive summaries by TAB, as one of the 20 NJ entrepreneurial businesses to participate in the 1-on-1 investor meetings at the 2017 NJ Founders & Funders All-Stars event. Selection at this stage will be determined on the basis of several criteria as outlined for the selection panel and scored using a specified rubric. Important considerations will include:
  - Target market
  - Identification, definition and solution of problem/need
  - Team, board, advisors
  - Traction
  - Competitive advantage
  - NJ strategic value and job growth
- Attended 2017 NJ Founders & Funders All-Stars and actively participated at a majority of their scheduled 1-on-1 investor meetings;
- Is selected as one of five award finalists through an independent determination by investors participating in 1-on-1 sessions with the Company at NJ Founders & Funders All-Stars, leveraging the aforementioned criteria;
- Delivered a five-minute presentation of the business as a finalist at NJ Founders & Funders All-Stars, and subsequently is selected according to a full audience vote. The audience will be comprised of members of the NJ technology & life science community. Each audience member will have a single vote.
- Subsequently, received a qualified third-party equity investment to serve as matching funds from a party unrelated to the Company within 12 months of the December 6, 2017 event date.
- EDA funds matched to outside investments (in the form of equity) by a minimum ratio \$1 (EDA) to \$1 (Qualified Investment).
- The Company must have received funding prior to this proposed matching round which can include founders' contributions, friends and family, crowd sourcing, grants, or accelerator awards.

#### Company requirements:

- Product-based companies, in the technology and life sciences industries which meet the requirements described herein.
- Company must be registered to do business in New Jersey and be in good standing.
- Post award - Management prepared financials, payroll reporting and tax returns must be delivered to the Authority on an annual basis within 90 days of filing/completion.

#### Loan structure:

- The loan will have 0% interest and a principal payment moratorium for the first 5 years, followed by a 24-month amortization if the company does not meet each of the following conditions for loan forgiveness:
  - The company's management speaks at a future NJ Founders & Funders event.

- The company's management participates in a feature article issued by the NJEDA.
- The company grows at least five (5) W2 employees in 5 years (verified by NJ WR30) unless there is a merger or stock acquisition of the company resulting in an exit by existing investors.

Conditions of Default:

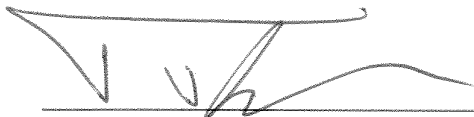
- The Company must remain headquartered in NJ for 7 years after receipt of funds except in the event of a merger or stock acquisition resulting in an exit by existing investors.
- Failure to maintain employment, including headquarters commitment to NJ will result in full repayment of the award.
- Non-compliance with required reporting as detailed above.

The Authority will have the right to demand full repayment of the loan in the event of a default.

The event and award determination are scheduled to occur December 6, 2017.

**Recommendation**

The Members are requested to approve the creation and implementation of the 2017 NJ Founders & Funders All-Stars Award from EDA funding resources as substantially described above.



Timothy J. Lizura  
President/Chief Operating Officer

Prepared by: Timothy B. Rollender

## **REAL ESTATE**



NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

**MEMORANDUM**

**TO:** Members of the Authority

**FROM:** Timothy J. Lizura  
President and Chief Operating Officer

**DATE:** October 12, 2017

**RE:** Award of Demolition Contract  
Tech VI Building, Technology Centre of New Jersey, North Brunswick, NJ

**Summary**

The Members are asked to approve the authorization to award a demolition services contract to Tricon Enterprises, Inc ("Tricon") of Keyport, New Jersey for the demolition of the Tech VI Building located at the Technology Centre of New Jersey in North Brunswick, New Jersey.

**Background**

The Tech VI building is a 36,500 square foot office building constructed in the 1960s. It was formerly occupied by Premier, a privately-owned career training organization, and has been vacant since May of this year. The building is past its useful life and is being demolished to create a development parcel.

The Real Estate Division publicly advertised a Request for Building Demolition Bids on behalf of the Authority. The Real Estate Division received five (5) bids, which were publicly opened on September 25, 2017. The Bid Totals ranged from \$440,000 to \$664,000 as listed on the attached chart and, as shown, Tricon submitted the lowest responsible bid.

Final approval of the selection of Tricon will be subject to receipt of all required compliance documentation. In the alternative, if Tricon is found to be non-compliant, approval is requested to enter into a contract with the next lowest responsible bidder, subject to receipt of all required compliance documentation, as listed on the attached chart.

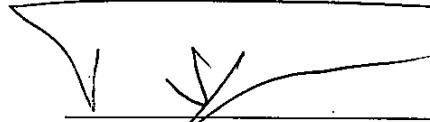
Based on the total Lump Sum Bid, approval is requested to establish a budget of \$506,000 which includes a 15% contingency in the amount of \$66,000 for unforeseen conditions.

**Recommendation**

In summary, the Members' approval is requested to enter into a demolition services contract with the lowest responsible bidder, Tricon Enterprises, Inc. of Keyport, New Jersey, for a Lump Sum contract amount of \$440,000 with a separate \$66,000 contingency, if required, for the demolition

-2-

of the Tech VI Building located at the Technology Centre of New Jersey in North Brunswick, New Jersey.



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Timothy J. Lizura  
President and Chief Operating Officer

Attachment

Prepared by: Thomas P. Catapano

**Bid Summary**  
**Demolition of Tech VI Building located at the Technology Centre of New Jersey**

<b><u>Firm</u></b>	<b><u>Lump Sum Bid</u></b>
Tricon Enterprises Inc.	\$440,000.00
Two Brothers Contracting Inc.	\$533,400.00
Total Wrecking & Environmental Inc.	\$588,680.00
Caravella Demolition Inc.	\$596,160.00
KM Construction Corp.	\$664,000.00



## MEMORANDUM

**TO:** Members of the Authority

**FROM:** Timothy J. Lizura  
President/Chief Operating Officer

**RE:** Update to Operating Authority  
Real Estate Division

**DATE:** October 12, 2017

### Summary

I am requesting the Members modify the Real Estate Division Operating Authority by Level to: (i) clarify authority for staff to enter into settlement agreements or final dispositions of litigation matters; (ii) clarify signatory requirements and delegate authority for staff to enter into recorded/permanent easement agreements (as outlined on the attached chart entitled Real Estate Division Operating Authority By Level); (iii) update the Real Estate Division Operating Authority chart to reflect TLS staff's administration of Lease Agreements for the BDC Leases in accordance with the prior Board approval of the BDC program at its Board meeting in August 2017; (iv) clarify TLS Program Manager ability to recommend CCIT tenants to the CCIT Advisory Board; and (v) to clarify CCIT Leasing Operating Authority regarding leases to professional service provider tenants (i.e. accountants, attorneys, consultants, etc.).

### Background

**Litigation Matters:** The Real Estate Division may be required to enter into Settlement Agreements or agreements regarding either potential litigation or final disposition of lawsuits as part of active litigation for EDA owned, leased or other properties in which EDA is considered to have an interest. In some cases, execution of this documentation is time sensitive and delay of same may jeopardize a previously agreed to settlement between all parties. It is recommended that staff be assigned the delegated authority (with Senior Vice President or above signatory) to sign Settlement Agreements and/or other final disposition documentation regarding litigation matters as follows: (i) for prelitigation and active litigation agreements with third parties, where payment is being made by EDA or its insurance carrier, up to \$75,000; and (ii) for prelitigation and active litigation agreements with third parties where a third party or the third party insurance company has tendered defense of EDA in the litigation matter and neither EDA nor its insurance carrier are required to remit any payment directly. Settlement Agreements and final disposition documentation requiring payment by EDA or its insurance carrier in excess of \$75,000, that impose any new non-monetary obligation, or that concede any liability will be subject to the prior approval of the EDA Board. Final terms of all Settlement Agreements and/or final disposition documentation will be subject to the prior approval of the President/Chief Operating Officer and the Attorney General's Office.

**Recorded Permanent Easement Agreements:** In October 2008 and August 2016, the Board authorized staff to enter into Right of Entry/License Agreements, executed by the Director, for EDA owned property for standard utility, communications, infrastructure use between EDA and utility companies, communications companies, companies providing public utility, other governmental entities requiring access to provide EDA or its tenants services. That previous approval did not specifically address the ability of EDA to enter into routine, standard permanent recorded easement agreements at the request of a public utility company. Since that time, several requests have been received from third party utility companies, for permanent,

recorded easement agreements. It is recommended that staff be assigned the delegated authority (with Vice President –Real Estate signatory or above) to execute a routine, standard easement agreement with a public utility where payment to EDA is up to and including \$300,000 as the logical companion to the Board's prior delegation of the Right of Entry approvals involving utility companies. Easement agreements with a consideration in excess of \$300,000 or easements to be sought by EDA over adjacent property(ies) would be subject to the prior approval of the EDA Board. Under this delegation, easement agreements will be granted by EDA only when the grantee provides adequate proof of valuation of the easement area satisfactory to EDA and the proposed easement will not reduce the value of the EDA property by more than 10% of the current appraised or book value of the property, whichever is more current. If EDA does not have an appraisal on file dated within 18 months of the easement request, the requestor will be requested to provide a valuation of the full property as well as a valuation of the easement area. In any case, standard public utility easements will be granted only when the other party enters into a form of agreement acceptable to the Attorney General's Office. Final terms of the document will be subject to the prior approval of the President/Chief Operating Officer and the Attorney General's Office.

BDC Leases: In August 2017, the Board authorized the creation of the Biotechnology Development Center program ("BDC") to be operated by TLS staff on the Second Floor of Tech IV. The BDC is a "step out" expansion space for CCIT graduates as well as space for well funded start up companies that are beyond the CCIT stage as a tenant. TLS administration of the BDC leases, as outlined in the August 2017 Board Approval, has been added to the update to this Operating Authority.

CCIT Leases: In order to further clarify the existing TLS authority regarding the administration of CCIT Leases, it is recommended that the TLS operating authority for CCIT be updated to reflect the Program Manager's ability to recommend CCIT tenants to the CCIT Advisory Board (but with no execution authority). Additionally, the current chart indicates the ability to allow service provider tenants to lease up to 500 square feet of office space and high tech tenants to lease up to 2,000 square feet of office or dry lab space at CCIT. It is recommended that the chart be changed to clarify that TLS staff is authorized to allow only professional business service provider tenants (e.g. accountants, consultants, attorneys, etc) up to 500 sq. ft. of office space; high tech tenants up to 2,000 sq. ft. of office space only (i.e. no longer inclusive of dry lab space) at CCIT.

#### **Recommendation**

In summary, I am asking the Members to: (i) clarify authority for staff to enter into settlement agreements or final dispositions of litigation matters; (ii) clarify signatory requirements and delegate authority for staff to enter into recorded/permanent easement agreements (as outlined on the attached chart entitled Real Estate Division Operating Authority By Level); (iii) update the Real Estate Division Operating Authority chart to reflect TLS staff's administration of Lease Agreements for the BDC Leases in accordance with the prior Board approval of the BDC program in August 2017; (iv) clarify TLS Program Manager ability to recommend CCIT tenants to the CCIT Advisory Board; and (v) to clarify CCIT Leasing Operating Authority regarding leases to professional service provider tenants (i.e. accountants, attorneys, consultants, etc.).



Timothy J. Lizura

**Prepared by:** Cathleen A. Hamilton



Level 1	Level 2	Level 3	Level 4	Level 5	BOARD APPROVAL REQUIREMENT	REVISIONS	RATIONALE
CEO/COO	SVP	Vice President - Real Estate Development, Only ("VP-RE")	Development & Finance Manager, Design & Construction Manager, Real Estate Development, Only ("DFMRE")	Senior Project Officer and Project Officers - Real Estate Development, Only ("PO")	BOARD APPROVAL REQUIREMENT	REVISIONS	RATIONALE
OPERATING SCORE:							
10/12/2017							
POTENTIAL AND ACTIVE LITIGATION							
Pre Litigation and Active Litigation Settlement Agreements or Release Agreements (including Arbitration or Mediation Awards); with third parties (payments by EDA insurance carrier up to & including \$75,000) for EDA settlement and final disposition of pending litigation or active litigation against EDA resulting in dismissal of claim.	Any 1 of Level 1, 2 or 3 are authorized to approve, execute and attest Agreements (1 member must be Level 2 or above).	Any 1 of Level 1, 2 or 3 are authorized to approve, execute and attest Agreements (1 member must be Level 2 or above).			NO BOARD APPROVAL REQUIRED SINCE SETTLEMENT IS UNDER \$75,000. WITH NO NEW NON MONETARY OBLIGATION ASSERTED ON EDA AND NO CONCESSION OF ANY LIABILITY.	ENTIRELY NEW SECTION OF OPERATING AUTHORITY	ALLOW DIVISION TO ACTIVELY AND EXPEDITIOUSLY RESOLVE POTENTIAL AND ACTIVE LITIGATION MATTERS.
Subject to 101017 Board Approval. (Refer to Note 6)							
Pre Litigation and Active Litigation Settlement Agreements or Release Agreements (including Arbitration or Mediation Awards); with third parties (payments by EDA insurance carrier up to & including \$75,000) for EDA settlement and final disposition of pending litigation or active litigation against EDA resulting in dismissal of claim.	Any 2 of Level 1, 2, or 3, are authorized to approve, execute and attest Agreements (1 member must be Level 3 or above).	Any 2 of Level 1, 2, or 3, are authorized to approve, execute and attest Agreements (1 member must be Level 3 or above).			BOARD APPROVAL REQUIRED FOR SETTLEMENTS IN EXCESS OF \$75,000.	ENTIRELY NEW SECTION OF OPERATING AUTHORITY	ALLOW DIVISION TO ACTIVELY AND EXPEDITIOUSLY RESOLVE POTENTIAL AND ACTIVE LITIGATION MATTERS.
Subject to 101017 Board Approval.							
Pre Litigation and Active Litigation Settlement Agreements, Release Agreements (including Arbitration or Mediation Awards) or Judgment by Order of the Court with third parties. Effective when payments on behalf of EDA where third party has tendered defense of EDA and their insurance carrier has accepted tender when neither EDA nor its insurance carrier are required to remit any payment directly for EDA settlement and/or final disposition of pending litigation or active litigation against EDA resulting in dismissal of claim by payment up to and including \$300,000. Provided there is no reservation of rights by the third party or its insurance carrier who is making payment for EDA.	Any 3 of Level 1, 2, or 3, are authorized to approve, execute and attest Agreements (1 member must be Level 2 or above).	Any 3 of Level 1, 2, or 3, are authorized to approve, execute and attest Agreements (1 member must be Level 2 or above).			NO BOARD APPROVAL REQUIRED FOR SETTLEMENTS UP TO AND INCLUDING \$300,000. WHERE NEITHER EDA NOR ITS INSURANCE CARRIER ARE REQUIRED TO REMIT ANY PAYMENT. WITH NO NEW NON MONETARY OBLIGATION ASSERTED ON EDA. NO LIABILITY BY EDA AND NO RESERVATION OF RIGHTS BY THIRD PARTY OR ITS INSURANCE CARRIER MAKING PAYMENT.	ENTIRELY NEW SECTION OF OPERATING AUTHORITY	ALLOW DIVISION TO ACTIVELY AND EXPEDITIOUSLY RESOLVE POTENTIAL AND ACTIVE LITIGATION MATTERS.
Subject to 101017 Board Approval. (Refer to Note 6)							
NOTE 1: Level 2 has been revised from "SVP" to "VP-RE". Level 3 has been revised from "VP-RE" to "Vice President-Real Estate Development, Only ("VP-RE")". Level 4: TLS has been revised from "Director" to "Vice President-Technology and Life Sciences" to reflect current staff and titles.	NOTE 2: Level 4 authority to attest or execute contracts up to \$25,000 is in accordance with existing NJEDA Administrative Operating Authority.	NOTE 3: All procurement approvals are subject to compliance with NJEDA Procurement and Policy Procedures and public bidding requirements, where applicable.	NOTE 4: All tenants are approved in accordance with the COT Admission Policy and Procedures.	NOTE 5: Direct procurements are subject to Section 16 (a) through (g) of Executive Order 37 (2006).	NOTE 6: All actions taken pursuant to this delegation will be reported to the Real Estate Committee at the next meeting and to the Board at quarterly intervals.	NOTE 7: President/COO was added in 2012 to reflect that title.	

10/12/2017 REAL ESTATE AGREEMENTS	Level 1 CEO/COO	Level 2 SVP	Level 3 Vice President - Real Estate Development, Only (VP-AD)	Level 4 Development & Strategy Manager, Construction Manager, Program Manager-Real Estate Development, Only (PM-RE)	Level 5 Senior Project Officer and Project Officers - Real Estate Development, Only (PO)	REVISIONS Corrected files	BOARD APPROVAL REQUIREMENT	RATIONALE
RE development right of entry and license agreements for third parties (non-unionized) 2 years with two 1 year renewal options. Subject to 10/15/08, 8/10/10 and 8/10/12 Board Approvals	Any 2 of Level 1, 2, 3 or 4 are authorized to approve, execute and attest agreement in accordance with approved policy (1 member must be Level 3 or above)	Any 2 of Level 1, 2, 3 or 4 are authorized to approve, execute and attest agreement in accordance with approved policy (1 member must be Level 3 or above)	Any 2 of Level 1, 2, 3 or 4 are authorized to approve, execute and attest agreement in accordance with approved policy (1 member must be Level 3 or above)	Any 2 of Level 1, 2, 3 or 4 are authorized to approve, execute and attest agreement in accordance with approved policy (1 member must be Level 3 or above)	Any 2 of Level 1, 2, 3 or 4 are authorized to approve, execute and attest agreement in accordance with approved policy (1 member must be Level 3 or above)		NO BOARD APPROVAL REQUIRED IF RIGHT OF ENTRY OR LICENSE IS NON-MONETARY FOR A TOTAL OF 5 YEARS OR LESS (INCLUDING EXTENSIONS).	
RE development right of entry and license agreements for third parties (unionized) 2 years with two 1 year renewal options. Subject to 10/15/08, 8/10/10 and 8/10/12 Board Approvals	Any 2 of Level 1, 2, 3 or 4 are authorized to approve, execute and attest agreement in accordance with approved policy (1 member must be Level 3 or above)	Any 2 of Level 1, 2, 3 or 4 are authorized to approve, execute and attest agreement in accordance with approved policy (1 member must be Level 3 or above)	Any 2 of Level 1, 2, 3 or 4 are authorized to approve, execute and attest agreement in accordance with approved policy (1 member must be Level 3 or above)	Any 2 of Level 1, 2, 3 or 4 are authorized to approve, execute and attest agreement in accordance with approved policy (1 member must be Level 3 or above)	Any 2 of Level 1, 2, 3 or 4 are authorized to approve, execute and attest agreement in accordance with approved policy (1 member must be Level 3 or above)		NO BOARD APPROVAL REQUIRED IF RIGHT OF ENTRY OR LICENSE FEES ARE \$100,000 OR LESS AND FOR 3 YEARS OR LESS (INCLUDING EXTENSIONS).	
Refer to Note 6)								
RIGHT OF ENTRY LICENSE AGREEMENTS FOR utility, communications, infrastructure between EDA and utility companies, companies providing utility other governmental entities (meaning access to provide EDA or its subsidiaries with utility services) for two 1 year renewal options. Subject to 8/10/12 Board Approval	Any 2 of Level 1, 2, 3 or 4 are authorized to approve, execute and attest agreement in accordance with approved policy (1 member must be Level 2 or above)	Any 2 of Level 1, 2, 3 or 4 are authorized to approve, execute and attest agreement in accordance with approved policy (1 member must be Level 2 or above)	Any 2 of Level 1, 2, 3 or 4 are authorized to approve, execute and attest agreement in accordance with approved policy (1 member must be Level 2 or above)	Any 2 of Level 1, 2, 3 or 4 are authorized to approve, execute and attest agreement in accordance with approved policy (1 member must be Level 2 or above)	Any 2 of Level 1, 2, 3 or 4 are authorized to approve, execute and attest agreement in accordance with approved policy (1 member must be Level 2 or above)		NO BOARD APPROVAL REQUIRED IF UTILITY COMPANY COMMUNICATIONS COMPANY OR OTHER GOVERNMENTAL ENTITY FOR A TOTAL OF 5 YEARS OR LESS (INCLUDING EXTENSIONS)	
RE development right of entry and license agreements for third parties (non-unionized) 2 years with two 1 year renewal options. Subject to 10/15/08, 8/10/10 and 8/10/12 Board Approvals	Any 2 of Level 1, 2, 3 or 4 are authorized to approve, execute and attest agreement in accordance with approved policy (1 member must be Level 3 or above)	Any 2 of Level 1, 2, 3 or 4 are authorized to approve, execute and attest agreement in accordance with approved policy (1 member must be Level 3 or above)	Any 2 of Level 1, 2, 3 or 4 are authorized to approve, execute and attest agreement in accordance with approved policy (1 member must be Level 3 or above)	Any 2 of Level 1, 2, 3 or 4 are authorized to approve, execute and attest agreement in accordance with approved policy (1 member must be Level 3 or above)	Any 2 of Level 1, 2, 3 or 4 are authorized to approve, execute and attest agreement in accordance with approved policy (1 member must be Level 3 or above)		NO BOARD APPROVAL REQUIRED IF AGREEMENT IS \$300,000 OR LESS WITH ADEQUATE PROOF OF VALUATION AND EASEMENT WILL NOT BE REQUIRED IF THE EASEMENT IS MORE THAN 10% BASED ON CURRENT APPRAISAL OR BOOK VALUE. IF VALUATION IS MORE CURRENT, IF EDA HAS AN APPRAISAL EVALUATION OF THE EASEMENT, THE EASEMENT REQUEST THE REQUESTOR WILL BE REQUESTED TO PROVIDE A VALUATION OF THE FULL EASEMENT AREA.	Clarifies Real Estate's ability to enter into easement agreements in the same manner as Right of Entry or License Agreements.
RE development right of entry and license agreements for third parties (unionized) 2 years with two 1 year renewal options. Subject to 10/15/08, 8/10/10 and 8/10/12 Board Approvals	Any 2 of Level 1, 2, 3 or 4 are authorized to approve, execute and attest agreement in accordance with approved policy (1 member must be Level 3 or above)	Any 2 of Level 1, 2, 3 or 4 are authorized to approve, execute and attest agreement in accordance with approved policy (1 member must be Level 3 or above)	Any 2 of Level 1, 2, 3 or 4 are authorized to approve, execute and attest agreement in accordance with approved policy (1 member must be Level 3 or above)	Any 2 of Level 1, 2, 3 or 4 are authorized to approve, execute and attest agreement in accordance with approved policy (1 member must be Level 3 or above)	Any 2 of Level 1, 2, 3 or 4 are authorized to approve, execute and attest agreement in accordance with approved policy (1 member must be Level 3 or above)		NO BOARD APPROVAL REQUIRED IF CONSIDERATION FOR EASEMENT AGREEMENT IS IN EXCESS OF \$300,000.00	Clarifies Real Estate's ability to enter into easement agreements in the same manner as Right of Entry or License Agreements.

BDC LEASE OPERATING SCOPE ONLY	Level 1		Level 2		Level 3		Level 4		Level 5		RATIONALE
	Chief Executive Officer ("CEO") and President/COO ("President")	SVP	Vice President- Technology and Life Sciences-only ("VP-TLS") Corrected to reflect updated title.	Program Manager- Technology and Life Sciences, Only ("PM-TLS") Agreement	Program Officer ("PO") BDC ONLY	BOARD APPROVAL REQUIREMENT					
Authorized to select Tech IV, 2nd Floor BDC tenants to lease up to 8,000 sq. ft. of wet lab and related office space as per rental package.  Subject to 10/12/17 Board Approval	Any 1 of Level 1, 2, 3 or 4 are authorized to select BDC tenants to lease up to 8,000 sq. ft. of wet lab and related office space (Lease signatory must be Level 3 or above; Level 4 authorized to attest)	Any 1 of Level 1, 2, 3 or 4 are authorized to select BDC tenants to lease up to 8,000 sq. ft. of wet lab and related office space (Lease signatory must be Level 3 or above; Level 4 authorized to attest)	Any 1 of Level 1, 2, 3 or 4 are authorized to select BDC tenants to lease up to 8,000 sq. ft. of wet lab and related office space (Lease signatory must be Level 3 or above; Level 4 authorized to attest)	Authorized to attest Lease Agreement		NO BOARD APPROVAL REQUIRED IF LEASE IS UNDER 8,000 sq. ft.	Entirely new lease package program approved at 8/8/17 Board meeting for leasing of Tech IV, 2nd Floor, Biotechnology Development Center space.				
Authorized to amend Lease to reduce Tech IV, 2nd Floor BDC tenant space or increase BDC tenant space of up to and including 8000 sq. ft. of wet lab and related office space during lease term, inclusive of any extensions.  Subject to 10/12/17 Board Approval  [Refer to Note 6]	Any 1 of Level 1, 2 or 3 are authorized to amend Lease to reduce Tech IV, 2nd Floor BDC tenant space or increase Tech IV, 2nd Floor BDC tenant space of up to and including 8000 sq. ft. of wet lab and related office space during the lease term, inclusive of any extensions (Lease signatory must be Level 3 or above, Level 4 authorized to attest)	Any 1 of Level 1, 2 or 3 are authorized to amend Lease to reduce Tech IV, 2nd Floor BDC tenant space or increase Tech IV, 2nd Floor BDC tenant space of up to and including 8000 sq. ft. of wet lab and related office space during the lease term, inclusive of any extensions (Lease signatory must be Level 3 or above, Level 4 authorized to attest)	Any 1 of Level 1, 2 or 3 are authorized to amend Lease to reduce Tech IV, 2nd Floor BDC tenant space or increase Tech IV, 2nd Floor BDC tenant space of up to and including 8000 sq. ft. of wet lab and related office space during the lease term, inclusive of any extensions (Lease signatory must be Level 3 or above, Level 4 authorized to attest)	Authorized to attest Lease Amendment Agreement	Authorized to make recommendation of reducing or adding space with any 2 of Level 1, 2, 3 or 4 (1 member must be Level 3 or above) Any 1 of Level 1, 2 or 3 are authorized to amend Lease to reduce Tech IV, 2nd Floor BDC tenant space or increase Tech IV, 2nd Floor BDC tenant space of up to and including 8000 sq. ft. of wet lab and related office space during the lease term, inclusive of any extensions (Lease signatory must be Level 3 or above, Level 4 authorized to attest) ONLY.	NO BOARD APPROVAL REQUIRED IF TOTAL AMOUNT OF LEASED SPACE IS UNDER 8,000 sq. ft.	Entirely new lease package program approved at 8/8/17 Board meeting for leasing of Tech IV, 2nd Floor, Biotechnology Development Center space.				

Authorized to reduce or waive late payment fees upon Tech IV, 2nd Floor BDC tenant request up to 90 days.  Subject to 10/10/17 Board Approval  [Refer to Note 6]	Any 3 of Level 1, 2, 3 or 4 are authorized to reduce or waive late payment fees upon tenant request up to 90 days (1 member must be Level 3 or above).	Any 3 of Level 1, 2, 3 or 4 are authorized to reduce or waive late payment fees upon tenant request up to 90 days (1 member must be Level 3 or above).	Any 3 of Level 1, 2, 3 or 4 are authorized to reduce or waive late payment fees upon tenant request up to 90 days (1 member must be Level 3 or above).	Any 3 of Level 1, 2, 3 or 4 are authorized to reduce or waive late payment fees upon tenant request up to 90 days (1 member must be Level 3 or above).	Authorized to make recommendation of reduction or waiver with any 2 of Level 1, 2, 3 or 4 (1 member must be Level 3 or above).	NO BOARD APPROVAL REQUIRED IF REDUCTION OR WAIVER IS 90 DAYS OR LESS.	Entirely new lease package program approved at 8/8/17 Board meeting for leasing of Tech IV, 2nd Floor, Biotechnology Development Center space.
Authorized to reduce or waive rent payments upon Tech IV, 2nd Floor BDC tenant request up to 90 days or up to \$50,000, whichever is less, for operational, CAM adjustments (if applicable) or other financial hardship  Subject to 10/10/17 Board Approval  [Refer to Note 6]	Any 3 of Level 1, 2, 3 or 4 are authorized to reduce or waive rent payments upon tenant request up to 90 days or up to \$50,000, whichever is less (1 member must be Level 3 or above).	Any 3 of Level 1, 2, 3 or 4 are authorized to reduce or waive rent payments upon tenant request up to 90 days or up to \$50,000, whichever is less (1 member must be Level 3 or above).	Any 3 of Level 1, 2, 3 or 4 are authorized to reduce or waive rent payments upon tenant request up to 90 days or up to \$50,000, whichever is less (1 member must be Level 3 or above).	Any 3 of Level 1, 2, 3 or 4 are authorized to reduce or waive rent payments upon tenant request up to 90 days or up to \$50,000, whichever is less (1 member must be Level 3 or above).	Authorized to make recommendation of reduction or waiver with any 2 of Level 1, 2, 3 or 4 (1 member must be Level 3 or above).	NO BOARD APPROVAL REQUIRED IF REDUCTION OR WAIVER IS 90 DAYS OR LESS OR UP TO \$50,000, WHICHEVER IS LESS.	Entirely new lease package program approved at 8/8/17 Board meeting for leasing of Tech IV, 2nd Floor, Biotechnology Development Center space.
Authorized to waive or reduce holdover rent premium up to 180 days upon Tech IV, 2nd Floor BDC tenant request to encourage continued occupancy or facilitate Tenant's transition.  Subject to 10/12/17 Board Approval  [Refer to Note 6]	Any 3 of Level 1, 2, 3 or 4 are authorized to waive or reduce holdover rent premium up to 180 days upon tenant request (1 member must be Level 3 or above).	Any 3 of Level 1, 2, 3 or 4 are authorized to waive or reduce holdover rent premium up to 180 days upon tenant request (1 member must be Level 3 or above).	Any 3 of Level 1, 2, 3 or 4 are authorized to waive or reduce holdover rent premium up to 180 days upon tenant request (1 member must be Level 3 or above).	Any 3 of Level 1, 2, 3 or 4 are authorized to waive or reduce holdover rent premium up to 180 days upon tenant request (1 member must be Level 3 or above).	Authorized to make recommendation of waiver or reduction with any 2 of Level 1, 2, 3 or 4 (1 member must be Level 3 or above).	NO BOARD APPROVAL REQUIRED IF REDUCTION OR WAIVER IS 180 DAYS OR LESS.	Entirely new lease package program approved at 8/8/17 Board meeting for leasing of Tech IV, 2nd Floor, Biotechnology Development Center space.

Authorized to waive or reduce holdover rent premium upon Tech IV, 2nd Floor BDC tenant request from 181 days up to 1 year to encourage continued occupancy or facilitate Tenant's transition.  Subject to 10/12/17 Board Approval [Refer to Note 6]	Any 3 of Level 1, 2, 3, or 4 are authorized to waive or reduce holdover rent premium upon tenant request up to 1 year (1 member must be Level 2).	Any 3 of Level 1, 2, 3, or 4 are authorized to waive or reduce holdover rent premium upon tenant request up to 1 year (1 member must be Level 2).	Any 3 of Level 1, 2, 3, or 4 are authorized to waive or reduce holdover rent premium upon tenant request up to 1 year (1 member must be Level 2).	Any 3 of Level 1, 2, 3, or 4 are authorized to waive or reduce holdover rent premium upon tenant request up to 1 year (1 member must be Level 2).	Authorized to make recommendation of waiver or reduction with any 2 of Level 1, 2, 3 or 4 (1 member must be Level 3 or above).	NO BOARD APPROVAL REQUIRED IF REDUCTION OR WAIVER IS 1 YEAR OR LESS.	Entirely new lease package program approved at 8/8/17 Board meeting for leasing of Tech IV, 2nd Floor, Biotechnology Development Center space.
Authorized to terminate a lease or reduce space and rent proportionately upon Tech IV, 2nd Floor BDC tenant request during last six months of lease term up to \$50,000  Subject to 10/12/17 Board Approval [Refer to Note 6]	Any 3 of Level 1, 2, 3 or 4 are authorized to terminate a lease or reduce space and rent proportionately during last six months of lease term (1 member must be Level 2 or above).	Any 3 of Level 1, 2, 3 or 4 are authorized to terminate a lease or reduce space and rent proportionately during last six months of lease term (1 member must be Level 2 or above).	Any 3 of Level 1, 2, 3 or 4 are authorized to terminate a lease or reduce space and rent proportionately during last six months of lease term (1 member must be Level 2 or above).	Any 3 of Level 1, 2, 3 or 4 are authorized to terminate a lease or reduce space and rent proportionately during last six months of lease term (1 member must be Level 2 or above).	Authorized to make recommendation of termination and space and rent reduction with any 2 of Level 1, 2, 3 or 4 (1 member must be Level 2 or above).	NO BOARD APPROVAL REQUIRED IF TERMINATION AND/OR MODIFICATION(S) ARE DURING LAST 6 MONTHS OF LEASE TERM AND \$50,000 OR LESS.	Entirely new lease package program approved at 8/8/17 Board meeting for leasing of Tech IV, 2nd Floor, Biotechnology Development Center space.
<p>NOTE 1: Level 2 has been revised from "SVP Operations" to "SVP"; Level 3 has been revised from "Director" to "Vice President-Real Estate (VP-RE)"; Level 3 TLS has been revised from "Director" to "Vice President-Technology and Life Sciences" to reflect current staff and titles.</p> <p>NOTE 2: Level 4 authority to attest or execute contracts up to \$25,000 is in accordance with existing NJEDA Administrative Operating Authority.</p> <p>NOTE 3: All procurement approvals are subject to compliance with NJEDA Procurement and Policy Procedures and public bidding requirements, where applicable.</p> <p>NOTE 4: All tenants are approved in accordance with the CCIT Admission Policy and Procedures.</p> <p>NOTE 5: Direct procurements are subject to Section 16 (a) through (g) of Executive Order 37 (2006).</p> <p>NOTE 6: All actions taken pursuant to this delegation will be reported to the Real Estate Committee at the next meeting and to the Board at quarterly intervals.</p> <p>NOTE 7: President/COO was added in 2012 to reflect that title.</p>							

	Level 1	Level 2	Level 3	Level 4	Level 5		
CCIT LEASE OPERATING SCOPE ONLY	Chief Executive Officer ("CEO") and President/COO ("President")	SVP	Vice President- Technology and Life Sciences-only ("VP-TLS") Corrected to reflect updated title.	Program Manager- Technology and Life Sciences, Only ("PM- TLS")	Program Officer ("PO") CCIT ONLY Corrected to reflect updated title	ADVISORY BOARD APPROVAL REQUIREMENT	BOARD APPROVAL REQUIREMENT
Authorized to select CCIT tenants to lease up to 6,000 sq. ft. of wet lab and related office space Subject to 8/9/04, 9/12/13, 8/9/16 and 10/12/17 Board Approvals [Refer to Notes 4 and 6]	Any 1 of Level 1, 2, 3 or 4 are authorized to select CCIT tenants to lease up to 6,000 sq. ft. of wet lab and related office space (Lease signatory must be Level 3 or above; Level 4 authorized to attest)	Any 1 of Level 1, 2, 3 or 4 are authorized to select CCIT tenants to lease up to 6,000 sq. ft. of wet lab and related office space (Lease signatory must be Level 3 or above; Level 4 authorized to attest)	Any 1 of Level 1, 2, 3 or 4 are authorized to select CCIT tenants to lease up to 6,000 sq. ft. of wet lab and related office space (Lease signatory must be Level 3 or above; Level 4 authorized to attest)	Any 1 of Level 1, 2, 3 or 4 are authorized to select CCIT tenants to lease up to 6,000 sq. ft. of wet lab and related office space (Lease signatory must be Level 3 or above; Level 4 authorized to attest)		ADVISORY BOARD APPROVAL REQUIRED	NO BOARD APPROVAL REQUIRED IF LEASE IS UNDER 6,000 sq. ft.
Authorized to amend Lease to reduce CCIT tenant space or increase CCIT tenant space of up to and including 6000 sq. ft. of wet lab and related office space during the first 4 year of lease term, inclusive of any extensions. Subject to 8/9/16 Board Approval [Refer to Notes 4 and 6]	Any 1 of Level 1, 2 or 3 are authorized to amend Lease to reduce CCIT tenant space or increase CCIT tenant space of up to and including 6000 sq. ft. of wet lab and related office space during the first 4 year of lease term, inclusive of any extensions (Lease signatory must be Level 4 or above, Level 4 authorized to attest)	Any 1 of Level 1, 2 or 3 are authorized to amend Lease to reduce CCIT tenant space or increase CCIT tenant space of up to and including 6000 sq. ft. of wet lab and related office space during the first 4 year of lease term, inclusive of any extensions (Lease signatory must be Level 4 or above, Level 4 authorized to attest)	Any 1 of Level 1, 2 or 3 are authorized to amend Lease to reduce CCIT tenant space or increase CCIT tenant space of up to and including 6000 sq. ft. of wet lab and related office space during the first 4 year of lease term, inclusive of any extensions (Lease signatory must be Level 4 or above, Level 4 authorized to attest)	Authorized to attest Lease Amendment Agreement	Authorized to make recommendation of reducing or adding space with any 2 of Level 1, 2, 3 or 4 (1 member must be Level 3 or above) CCIT ONLY.	ADVISORY BOARD APPROVAL REQUIRED FOR EXTENSION OF TERM. NO ADVISORY BOARD APPROVAL REQUIRED FOR AMENDMENT OF TERMS.	NO BOARD APPROVAL REQUIRED IF TOTAL AMOUNT OF LEASED SPACE IS UNDER 6,000 sq. ft.
							Clarifies that Program Manager is authorized to recommend tenants to CCIT Advisory Board.



	Level 1	Level 2	Level 3	Level 4	Level 5	ADVISORY BOARD APPROVAL REQUIREMENT	BOARD APPROVAL REQUIREMENT	RATIONALE
CCIT LEASE OPERATING SCOPE ONLY	<p>Chief Executive Officer ("CEO") and President/COO ("President")</p> <p>Any 1 of Level 1, 2 or 3 authorized to allow related professional business service provider tenants to lease up to 500 sq. ft. w/o restrictions of having been in operation less than 5 years and being product development stage company and to allow high tech tenants to lease office or dry labs up to 2,000 sq. ft. (Lease signatory must be Level 3 or above; Level 4 Authorized to attest).</p>	<p>SVP</p> <p>Any 1 of Level 1, 2 or 3 authorized to allow related professional business service provider tenants to lease up to 500 sq. ft. w/o restrictions of having been in operation less than 5 years and being product development stage company and to allow high tech tenants to lease office or dry labs up to 2,000 sq. ft. (Lease signatory must be Level 3 or above; Level 4 Authorized to attest).</p>	<p>Vice President- Technology and Life Sciences-only ("VP-TLS")</p> <p>Corrected to reflect updated title.</p> <p>Any 1 of Level 1, 2 or 3 authorized to allow related professional business service provider tenants to lease up to 500 sq. ft. w/o restrictions of having been in operation less than 5 years and being product development stage company and to allow high tech tenants to lease office or dry labs up to 2,000 sq. ft. (Lease signatory must be Level 3 or above; Level 4 Authorized to attest).</p>	<p>Program Manager- Technology and Life Sciences, Only ("PM-TLS")</p> <p>Authorized to attest Lease Agreement</p>	<p>Program Officer ("PO")</p> <p>CCIT ONLY</p> <p>Corrected to reflect updated title</p>	<p>ADVISORY BOARD APPROVAL REQUIRED</p>	<p>NO BOARD APPROVAL REQUIRED IF LEASE IS UNDER 2,000 sq. ft.</p>	<p>Clarifies authority to lease to professional business service provider tenants.</p>
<p>Authorized to allow professional business service provider tenants (i.e. accountants, attorneys, consultants, etc) up to 500 sq. ft. of office space, high tech tenants up to 2,000 sq. ft. of office space at CCIT</p> <p>Subject to 2/8/05, 10/15/08, 9/13/12, 8/9/16 and 10/12/17 Board Approvals</p> <p>[Refer to Note 4]</p>	<p>Any 2 of Level 1, 2, 3, or 4 are authorized to continue or reduce space and rent proportionately up to 18 months (1 member must be Level 3 or above).</p>	<p>Any 2 of Level 1, 2, 3, or 4 are authorized to continue or reduce space and rent proportionately up to 18 months (1 member must be Level 3 or above).</p>	<p>Any 2 of Level 1, 2, 3, or 4 are authorized to continue or reduce space and rent proportionately up to 18 months (1 member must be Level 3 or above).</p>	<p>Any 2 of Level 1, 2, 3, or 4 are authorized to continue or reduce space and rent proportionately up to 18 months (1 member must be Level 3 or above).</p>	<p>Authorized to make recommendation of continuing, adding or reducing space and reducing rent with any 2 of Level 1, 2, 3 or 4 (1 member must be Level 3 or above) CCIT ONLY</p>	<p>ADVISORY BOARD APPROVAL REQUIRED FOR EXTENSION OF TERM; NO ADVISORY BOARD APPROVAL REQUIRED FOR REDUCTION OF SPACE</p>	<p>NO BOARD APPROVAL REQUIRED IF MODIFICATION(S) ARE 18 MONTHS OR LESS.</p>	
<p>Authorized to extend term and reduce space and rent proportionately after the 4th year of annual lease term on a month to month basis on an average of 12 one month renewals but not to exceed 18 one month renewals to facilitate tenant graduation from CCIT.</p> <p>Subject to 8/10/10, 9/13/12, 8/9/16 and 10/12/17 Board Approval</p> <p>[Refer to Note 6]</p>								

	Level 1	Level 2	Level 3	Level 4	Level 5	ADVISORY BOARD APPROVAL REQUIREMENT	BOARD APPROVAL REQUIREMENT	RATIONALE
CCIT LEASE OPERATING SCOPE ONLY	Chief Executive Officer ("CEO") and President/COO ("President")	SVP	Vice President- Technology and Life Sciences-only ("VP-TLS") Corrected to reflect updated title	Program Manager- Technology and Life Sciences, Only ("PM-TLS")	Program Officer ("PO") CCIT ONLY Corrected to reflect updated title	NOTE 7: President/COO was added in 2012 to reflect that title.		
NOTE 1: Level 2 has been revised from "SVP Operations" to "SVP"; Level 3 has been revised from "Director" to "Vice President-Real Estate (VP-RE)"; Level 3 TLS has been revised from "Director" to "Vice President-Technology and Life Sciences" to reflect current staff and titles.	NOTE 2: Level 4 authority to attest or execute contracts up to \$25,000 is in accordance with existing NJEDA Administrative Operating Authority.	NOTE 3: All procurement approvals are subject to compliance with NJEDA Procurement and Policy requirements, where applicable.	NOTE 4: All tenants are approved in accordance with the CCIT Admission Policy and Procedures.	NOTE 5: Direct procurements are subject to Section 16 (a) through (g) of Executive Order 37 (2006).	NOTE 6: All actions taken pursuant to this delegation will be reported to the Real Estate Committee at the next meeting and to the Board at quarterly intervals.			



## **BOARD MEMORANDUM**



## MEMORANDUM

**TO:** Members of the Authority

**FROM:** Timothy Lizura  
President/Chief Operating Officer

**DATE:** October 12, 2017

**SUBJECT:** Incentives Modifications – 3<sup>rd</sup> Quarter 2017  
(For Informational Purposes Only)

Since 2001, and most recently in June 2014, the Members have approved delegations to the President/Chief Operating Officer for post-closing incentive modifications that are administrative and do not materially change the original approvals of these grants.

Attached is a list of the incentive modifications and Salem/UEZ renewal extensions that were approved in the 3rd quarter ending September 30, 2017.

A handwritten signature in dark ink, appearing to read "Timothy Lizura", is written over a horizontal line.

Prepared by: M. Maurio

**ACTIONS APPROVED UNDER DELEGATED AUTHORITY  
QUARTER ENDING SEPTEMBER 30, 2017**

**BUSINESS EMPLOYMENT INCENTIVE GRANT PROGRAM**

<b>Applicant</b>	<b>Modification Action</b>	<b>Approved Award</b>
Loreal USA Products	Consent to adjusted award percentage.	\$1,477,920

**GROW NEW JERSEY ASSISTANCE PROGRAM**

<b>Applicant</b>	<b>Modification Action</b>	<b>Approved Amount</b>
AP&G Co., Inc..	Consent to six-month extension	\$11,250,000
Charles Komar & Sons, Inc.	Consent to remove affiliates	\$37,200,000
Express Scripts Pharmacy, Inc.	Consent to add affiliates	\$40,000,000
LI 2000 d/b/a/ Century 21 Department Stores	Consent to six-month extension	\$39,957,500
New York Life Insurance Company	Consent to six-month extension	\$33,895,750
Nobel Biocare ProCera, LLC	Consent to shorten tax credit term	\$1,961,568
Princeton Tectonics	Consent to six-month extension	\$18,315,000
RAB Lighting, Inc.	Consent to six-month extension	\$24,650,000
TR U.S. Inc.	Consent to remove affiliate	\$25,987,500

**SALEM/UEZ ENERGY SALES TAX EXEMPTION RENEWALS**

<b>Applicant</b>	<b>Extend to Date</b>	<b>Location</b>	<b>#/% Employees</b>	<b>Benefit</b>
B&B Poultry Co., Inc.	August 31, 2018	Norma, NJ	172/91.3%	\$55,000
Durand Glass Manufacturing Co., Inc.	May 26, 2018	Millville, NJ	969/95%	\$900,000
Renaissance Lakewood, LLC	August 11, 2018	Lakewood, NJ	473/55%	\$123,000



**MEMORANDUM**

**TO:** Members of the Authority

**FROM:** Timothy J. Lizura, President and COO

**DATE:** October 12, 2017

**SUBJECT:** Projects Approved Under Delegated Authority –  
**For Informational Purposes Only**

The following projects were approved under Delegated Authority in September 2017:

**Premier Lender Program:**

- 1) 2 Municipal LLC (P44535) located in Fredon Township, Sussex County, is the real estate holding company formed to purchase the project property. The operating company, Olde Grandad Industries, Inc. was founded in 1990 as a wholesaler of automobile accessories, namely; car mats, seat cushions, seat covers, steering wheel covers, air fresheners, etc. M&T Bank approved a \$1,190,000 loan with a 47.90% (\$570,000) Authority participation. Proceeds will be used to purchase the project property and relocate the business from Passaic. Currently, the Company has 13 employees.
- 2) 1245 Virginia St NJ LLC (P44545) located in Elizabeth City, Union County, is a recently formed entity established to purchase the project property. The operating company, Posh Perfumes & Cosmetics Inc. is a wholesaler of brand name perfumes, cosmetics and skin care products to U.S. and international off-price retailers. Valley National Bank approved a \$2,385,000 loan with a 27.78% (\$662,500) Authority participation. Proceeds will be used to purchase the project property. The Company plans to create twenty new jobs over the next two years. SSBCI funds were utilized for this project.

**Small Business Fund Program:**

- 1) Northwood Avenue LLC (P44547) located in Linden City, Union County, purchased the project property in 2016. The operating company, Ammon Analytical Laboratories, LLC, is a state-of-the-art toxicology laboratory that provides specialty screening, drug testing and other services related to hospitals, substance abuse clinics and behavioral health problems. The Company was approved for a \$500,000 direct loan to renovate the existing building. Provident Bank is also providing a \$2,560,000 loan to finance renovations and refinance an existing mortgage. Currently, the Company has 120 employees and plans to create 30 new jobs over the next two years.

**NJ Main Street Program - Modification:**

- 1) Patella Construction Corp. d/b/a Patella Woodworking (P44574), located in Passaic City, Passaic County, was formed in 1987 as a fabricator of premium grade architectural woodwork for Fortune 500 firms, law practices, financial institutions, upscale restaurants and high-end residences. Valley National Bank approved a renewal of a \$1,000,000 line of credit with a one year, 50% Authority guarantee of principal outstanding, not to exceed \$500,000. Proceeds will be used for working capital. The Company currently has 70 employees.

A handwritten signature in dark ink, consisting of a large, stylized 'V' or 'W' shape followed by a horizontal line and a small flourish.

**Prepared by:** G. Robins

/gvr



### MEMORANDUM

**TO:** Members of the Authority

**FROM:** Timothy J. Lizura, President and Chief Operating Officer

**DATE:** October 12, 2017

**SUBJECT:** Post Closing Credit Delegated Authority Approvals for 3rd Quarter 2017  
*For Informational Purposes Only*

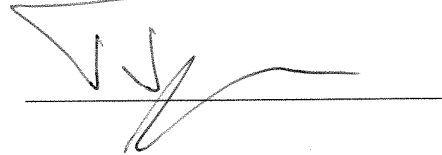
The following post-closing actions were approved under delegated authority during the third quarter of 2017:

Name	EDA Credit Exposure	Action
American Maritime Services of New Jersey, Inc. (Integrated Industries Corp.)	\$ 1,309,905	Consent to additional senior debt and subordination of the EDA's junior lien on business assets securing this Stronger NJ business loan to a new senior lender.
Thomas Tweer & Robert Tweer (Hobby Lobby Marine)	\$ 1,266,209	Approve a six-month principal and interest moratorium to provide cash flow relief to this Stronger NJ business borrower.
Prazas Learning, Inc	\$ 845,522	Consent to a six-month payment moratorium on the Edison Innovation VC Growth Fund Loan due to financial hardship.
Antonio Real Estate, LLC (Antonio Mozzarella Factory, Inc.)	\$ 338,453	Extend the LDFF loan term five years to allow time to fully amortize the balance.
Respond, Inc.	\$ 238,584	Extend the EDA's participation loan maturity for one year to allow time to find replacement financing.
Parra & Berry, LLC (M&S Produce Outlet)	\$ 198,804	Extend the EDA's participation loan maturity six months to allow time for the borrower to refinance.
R.C.J., Inc.	\$ 74,462	Extend the matured HAZ loan by twenty-two months to allow time to complete remediation.

<b>Conduit Bonds</b> (EDA has no credit exposure)	
Yeshiva Orchos Chaim	Consent to modify the loan to value ratio

	and negative pledge covenants on the \$5,098,750 stand-alone bond.
Egenolf Early Childhood Center Association of Elizabeth, NJ	Consent to waive prior defaults and modify financial and reporting covenants on the \$2,475,000 stand-alone bond.

<b>Camden Economic Recovery Board Grants</b> (EDA has no credit exposure)	<b>Grant Amount Available for Disbursement</b>	
<b>Camden Redevelopment Agency</b>		
Mixed Site Acquisition and Cooper Plaza Acquisition	\$ 382,566	Consent to grant maturity extension for twelve months to meet the City's ongoing land assembly efforts.
Building 8/Radio Lofts	\$ 315,029	Consent to grant maturity extension for twelve months to close on additional grant funding through US EPA.
Neighborhood & Redevelopment Planning Grants I & II	\$ 124,576	Consent to grant maturity extension for twelve months to meet the City's evolving planning priorities.
Central Waterfront Housing & Temporary Parking	\$ 83,577	Consent to grant maturity extension for six months to acquire properties for surplus parking areas.
Tire and Battery Remediation	\$ 8,541	Consent to grant maturity extension for six months to allow time to acquire additional funding.
<b>Cooper's Ferry Partnership</b>		
Cooper's Ferry Partnership	\$ 4,038,694	Consent to grant maturity extension for twelve months to allow for continuation of improvement projects.



Prepared by: Mansi Naik



**TO:** Members of the Authority

**FROM:** Timothy J. Lizura  
President/Chief Operating Officer

**DATE:** October 12, 2017

**SUBJECT:** Hazardous Discharge Site Remediation Fund - Delegated Authority 3<sup>rd</sup> Quarter  
2017 Approvals (For Informational Purposes Only)

Pursuant to delegations approved by the Board in May 2006, staff may approve new grants under the Hazardous Discharge Site Remediation Fund (HDSRF) up to \$100,000 and supplemental awards for existing grants (of any size) up to an aggregate of \$100,000, provided that the aggregate amount of the supplemental awards does not exceed \$100,000.

Attached is a summary of the Delegated Authority approvals for the third quarter ending September 30, 2017. During this quarter, seven grants were approved totaling \$270,308.

---

Timothy Lizura

Prepared by: Reneé M. Krug



October 12, 2017 Board Book - Board Memorandums - For Informational Purposes Only

PROJECT	APPLICANT	DESCRIPTION	GRANT AMOUNT	AWARDED TO DATE
P44259	1500 Main Avenue Associates	50% Innocent Party Grant for remedial investigations	\$68,878	
P44099	Wayne & Paula Whitefleet	Initial grant to perform Remedial Investigation	\$6,090	
P44269	Elizabeth City (Former Exact Anodizing)	Supplemental grant to perform Site Assessment & Investigation	\$32,070	\$404,013
P44357	Milford Borough (A&L Oil Co Inc)	Supplemental grant to perform Site Investigation	\$9,105	\$33,800
P44353	NJ Comm Developmnt Corp (Michaels Energy Factory)	Initial grant for Preliminary Assessment	\$34,581	
P44383	Oxford Township (Former Oxwall Tool Company)	Supplemental grant to perform Remedial Investigation	\$113,116	\$86,060
P44356	Sandyston Township (Tri-State Steel Fabricators)	Initial grant for Assessment and Site Investigation	\$6,468	
<b>7 Grants</b>		<b>Total Delegated Authority for Second Qtr - HDSRF Applications</b>	<b>\$270,308</b>	

\*Includes cumulative awards to date (initial & supplemental). Supplemental grant awards do not exceed \$100,000 the delegation permitted



**TO:** Members of the Authority

**FROM:** Timothy Lizura  
President/Chief Operating Officer

**DATE:** September 28, 2017

**SUBJECT:** Petroleum Underground Storage Tank Program - Delegated Authority Approvals  
(For Informational Purposes Only)

Pursuant to the delegations approved by the Board in May 2006, staff may approve new grants under the Hazardous Discharge Site Remediation Fund (HDSRF) and Petroleum Underground Storage Tank Program (PUST) up to \$100,000 and may approve supplemental awards for existing grants (of any size) up to an aggregate of \$100,000, provided that the aggregate amount of the supplemental awards do not exceed \$100,000.

The Petroleum Underground Storage Tank Program legislation was amended to allow funding for the removal/closure and replacement of non-leaking residential underground storage tanks (UST's) and non-leaking non-residential UST's up to 2,000 gallons for eligible not for profit applicants. The limits allowed under the amended legislation is equivalent to the New Jersey Department of Environmental Protection cost guide.

Below is a summary of the Delegated Authority approvals processed by Finance & Development for the period July 01, 2017 to September 30, 2017

	# of Grants	\$ Amount
Summary: Leaking tank grants awarded	125	\$2,495,425
Non-leaking tank grants awarded	0	\$0

Applicant	Description	Grant Amount	Awarded to Date
Ahern, Brian and Kelly (P43603)	Partial initial grant for upgrade, closure and remediation	\$6,000	\$6,000
Ancona, Carol Ann (P43488)	Initial grant for upgrade, closure and remediation	\$45,000	\$45,000
Arnold III, Paul R. (P43607)	Initial grant for upgrade, closure and remediation	\$55,799	\$55,799
Baglieri, Richard and Terry (P43396)	Initial grant for upgrade, closure and remediation	\$8,393	\$8,393
Balasubramanian, Sriram (P43548)	Initial grant for upgrade, closure and remediation	\$5,038	\$5,038
Barai, Alena (P43563)	Initial grant for upgrade, closure and remediation	\$12,332	\$12,332
Barkas, Vasiliki (P43733)	Initial grant for upgrade, closure and remediation	\$12,872	\$12,872
Beatty, Donna Salter (P43456)	Initial grant for upgrade, closure and remediation	\$7,800	\$7,800
Benko, Victor (P44231)	Supplemental grant for site remediation	\$42,142	\$125,996*
Bhatt, Achyut and Jagruti	Initial grant for upgrade,	\$53,586	\$53,586

## October 12, 2017 Board Book - Board Memorandums - For Informational Purposes Only

<b>Applicant</b>	<b>Description</b>	<b>Grant Amount</b>	<b>Awarded to Date</b>
(P43276)	closure and remediation		
Biancone, Rosa (P43251)	Initial grant for upgrade, closure and remediation	\$12,415	\$12,415
Bigden, Robert and Fengqin Liu-Bigden (P42440)	Initial grant for upgrade, closure and remediation	\$14,685	\$14,685
Bitner, Walter (P43831)	Partial initial grant for upgrade, closure and remediation	\$3,527	\$3,527
Borg, Oona (P44016)	Initial grant for upgrade, closure and remediation	\$25,408	\$25,408
Bove, Maria (P43538)	Initial grant for upgrade, closure and remediation	\$21,607	\$21,607
Brodman, Howard (P43530)	Initial grant for upgrade, closure and remediation	\$15,413	\$15,413
Bumpus, Kimberly (P43684)	Initial grant for upgrade, closure and remediation	\$62,269	\$62,269
Burke, Darlene (P43619)	Initial grant for upgrade, closure and remediation	\$23,138	\$23,138
Burns, Brian (P43504)	Initial grant for upgrade, closure and remediation	\$51,925	\$51,925
Burton, James (P44451)	Supplemental grant for site remediation	\$10,220	\$92,085
Butterfield, Walter (P44018)	Initial grant for upgrade, closure and remediation	\$9,191	\$9,191
Cameron, Lisa (P43364)	Initial grant for upgrade, closure and remediation	\$17,203	\$17,203
Carlson, Richard and Kathleen (P43057)	Initial grant for upgrade, closure and remediation	\$4,465	\$4,465
Chambers, William (P43625)	Initial grant for upgrade, closure and remediation	\$11,199	\$11,199
Chwazik, Paul (P43334)	Partial initial grant for upgrade, closure and remediation	\$4,522	\$4,522
Clark, Carolyn E. (P42894)	Initial grant for upgrade, closure and remediation	\$47,277	\$47,277
Clason, Melissa (P43458)	Initial grant for upgrade, closure and remediation	\$13,951	\$13,951
Colangelo, Robert (P43487)	Initial grant for upgrade, closure and remediation	\$20,355	\$20,355
Connelly, Tamara (P43215)	Initial grant for upgrade, closure and remediation	\$11,080	\$11,080
Costello, Monica (P43451)	Initial grant for upgrade, closure and remediation	\$10,819	\$10,819
Couzzo, Robert (P43610)	Initial grant for upgrade, closure and remediation	\$10,980	\$10,980
Crawford, Rupert and Jean	Initial grant for upgrade,	\$13,783	\$13,783

<b>Applicant</b>	<b>Description</b>	<b>Grant Amount</b>	<b>Awarded to Date</b>
(P43605)	closure and remediation		
Cucci, Nick (P43355)	Partial initial grant for upgrade, closure and remediation	\$2,602	\$2,602
Cukar, John (P43253)	Initial grant for upgrade, closure and remediation	\$8,904	\$8,904
Cuneo, Ernest and Pamela (P43305)	Initial grant for upgrade, closure and remediation	\$17,832	\$17,832
D'Amore, Frank and Theresa (P43760)	Initial grant for upgrade, closure and remediation	\$8,199	\$8,199
DeLura, Paul (P43218)	Initial grant for upgrade, closure and remediation	\$20,128	\$20,128
DeSantis, Nancy (P43532)	Initial grant for upgrade, closure and remediation	\$20,841	\$20,841
DiProspero, Michael (P44340)	Supplemental grant for site remediation	\$8,681	\$71,152
Dixon-Brockington, Minneta (P44300)	Supplemental grant for site remediation	\$38,692	\$82,110
Dziopa, Euginia (P43657)	Initial grant for upgrade, closure and remediation	\$5,776	\$5,776
Elsamara, Nabhan (P43257)	Initial grant for upgrade, closure and remediation	\$24,942	\$24,942
Elsesy, Enayat (P44229)	Supplemental grant for site remediation	\$21,391	\$34,069
Emtage, Arthur and Joan (P43631)	Initial grant for upgrade, closure and remediation	\$11,117	\$11,117
Estate of Frances Siracusa (P43435)	Initial grant for upgrade, closure and remediation	\$23,114	\$23,114
Fearick, Timothea (P43447)	Initial grant for upgrade, closure and remediation	\$20,900	\$20,900
Forner, Curt (P43827)	Initial grant for upgrade, closure and remediation	\$19,026	\$19,026
Fortino, Len (P43764)	Initial grant for upgrade, closure and remediation	\$10,165	\$10,165
Forty Five North Kingston Avenue, Inc. (P43793)	Initial grant for upgrade, closure and remediation	\$70,245	\$70,245
Frabizio, William (P43134)	Initial grant for upgrade, closure and remediation	\$11,625	\$11,625
Ganopoulos, Helyn (P43743)	Initial grant for upgrade, closure and remediation	\$20,052	\$20,052
Gatdula, Melvin and Celedonia (P43788)	Initial grant for upgrade, closure and remediation	\$45,682	\$45,682
Gibby, William (P43464)	Initial grant for upgrade, closure and remediation	\$10,666	\$10,666
Gilligan, Dan (P43814)	Initial grant for upgrade,	\$12,854	\$12,854

<b>Applicant</b>	<b>Description</b>	<b>Grant Amount</b>	<b>Awarded to Date</b>
	closure and remediation		
Gomes, Joaquim and Maria (P44232)	Supplemental grant for site remediation	\$22,772	\$32,227
Gonzalez, Luis (P43572)	Initial grant for upgrade, closure and remediation	\$11,981	\$11,981
Grabau, Alfred and Catherine (P43801)	Initial grant for upgrade, closure and remediation	\$16,785	\$16,785
Handler, Scott (P43740)	Initial grant for upgrade, closure and remediation	\$91,759	\$176,624*
Hanley, James (P43497)	Initial grant for upgrade, closure and remediation	\$23,253	\$23,253
Hannan, Catherine (P43569)	Initial grant for upgrade, closure and remediation	\$21,614	\$21,614
Harrop, Jeffrey (P44322)	Supplemental grant for site remediation	\$3,330	\$19,044
Hengler, Thomas (P44339)	Supplemental grant for site remediation	\$3,397	\$36,547
Jenkelowitz, David (P43209)	Initial grant for upgrade, closure and remediation	\$8,743	\$8,743
Jenkins, Angela D. (P43787)	Initial grant for upgrade, closure and remediation	\$25,954	\$25,954
Jolliffe, Richard A (P43376)	Initial grant for upgrade, closure and remediation	\$13,298	\$13,298
Jupiter, Ron (P43800)	Initial grant for upgrade, closure and remediation	\$18,553	\$18,553
Kattoura, Nick (P43207)	Initial grant for upgrade, closure and remediation	\$33,768	\$33,768
Keng, Jet (P43314)	Initial grant for upgrade, closure and remediation	\$37,951	\$37,951
Kennedy, Fiona (P43445)	Initial grant for upgrade, closure and remediation	\$5,661	\$5,661
Kloet, Jeannette (P43702)	Initial grant for upgrade, closure and remediation	\$19,607	\$19,607
Kossakowski, Ann B. (P44301)	Supplemental grant for site remediation	\$7,304	\$19,320
Kunisky, Lena (P43212)	Initial grant for upgrade, closure and remediation	\$11,047	\$11,047
Leo, Frank (P43559)	Initial grant for upgrade, closure and remediation	\$7,936	\$7,936
Leonardo, Ronald (P44021)	Initial grant for upgrade, closure and remediation	\$9,978	\$9,978
Levandowski, John (P43229)	Initial grant for upgrade, closure and remediation	\$6,238	\$6,238
Lewis, Kathy (P43674)	Initial grant for upgrade,	\$14,897	\$14,897

<b>Applicant</b>	<b>Description</b>	<b>Grant Amount</b>	<b>Awarded to Date</b>
	closure and remediation		
Mahon, Kathleen (P43402)	Initial grant for upgrade, closure and remediation	\$10,142	\$10,142
McAdam, Tom (P43535)	Initial grant for upgrade, closure and remediation	\$42,324	\$42,324
McDevitt, Shawn (P43819)	Initial grant for upgrade, closure and remediation	\$12,160	\$12,160
McGeehan, Keith and Linda (P43173)	Initial grant for upgrade, closure and remediation	\$7,110	\$7,110
McGraw, Denise (P43473)	Initial grant for upgrade, closure and remediation	\$14,204	\$14,204
Melvin, Bill (P43261)	Initial grant for upgrade, closure and remediation	\$21,524	\$21,524
Miranda, Evelyn Carrion (P44012)	Initial grant for upgrade, closure and remediation	\$23,127	\$23,127
Moses, Siegfried and Stephanie (P43513)	Initial grant for upgrade, closure and remediation	\$21,353	\$21,353
Novoa, Edgar (P43243)	Initial grant for upgrade, closure and remediation	\$10,359	\$10,359
Obeng, Pip and Georgina (P43567)	Initial grant for upgrade, closure and remediation	\$32,002	\$32,002
Ohayon, Yedidya and Denise (P43691)	Initial grant for upgrade, closure and remediation	\$31,165	\$31,165
Ozsen, Mutlu (P43240)	Initial grant for upgrade, closure and remediation	\$26,105	\$26,105
Paggi, David J. (P43659)	Initial grant for upgrade, closure and remediation	\$38,468	\$38,468
Panzarino, Pasquale (P43373)	Initial grant for upgrade, closure and remediation	\$14,285	\$14,285
Paterson Habitat for Humanity (P42414)	Initial grant for upgrade, closure and remediation	\$10,107	\$10,107
Pellegrino, Tony (P43448)	Initial grant for upgrade, closure and remediation	\$4,750	\$4,750
Penyak, William (P43782)	Partial initial grant for upgrade, closure and remediation	\$7,407	\$7,407
Perovich, Michael (P44306)	Supplemental grant for site remediation	\$46,187	\$67,392
Pulitano, Sal and Jackie (P43268)	Initial grant for upgrade, closure and remediation	\$13,878	\$13,878
Ramapo Hills Chapel (P43634)	Initial grant for upgrade, closure and remediation	\$30,611	\$30,611
Rapp, Kenneth and Nancy (P43773)	Initial grant for upgrade, closure and remediation	\$13,561	\$13,561
Reese, Robert (P43766)	Initial grant for upgrade,	\$8,605	\$8,605

<b>Applicant</b>	<b>Description</b>	<b>Grant Amount</b>	<b>Awarded to Date</b>
	closure and remediation		
Romanowsky, Connie (P43378)	Initial grant for upgrade, closure and remediation	\$13,437	\$13,437
Ross, John and Dorothy (P43237)	Initial grant for upgrade, closure and remediation	\$46,417	\$46,417
Rumsey, Wayne (P43795)	Initial grant for upgrade, closure and remediation	\$16,128	\$16,128
Saroya, Usha (P43304)	Initial grant for upgrade, closure and remediation	\$5,388	\$5,388
Scully, James and Carmen (P43731)	Initial grant for upgrade, closure and remediation	\$17,354	\$17,354
Shamael, Doti (P43739)	Initial grant for upgrade, closure and remediation	\$20,597	\$20,597
Simadiris, Marcella (P43423)	Initial grant for upgrade, closure and remediation	\$17,745	\$17,745
Smardon, Robert E. (P43728)	Initial grant for upgrade, closure and remediation	\$13,545	\$13,545
Smith, Richard and Deborah (P43837)	Initial grant for upgrade, closure and remediation	\$3,957	\$3,957
Snover, Lew (P44023)	Initial grant for upgrade, closure and remediation	\$10,835	\$10,835
Stein, Burton M. (P43727)	Initial grant for upgrade, closure and remediation	\$8,480	\$8,480
Stein, Daniel J. (P43287)	Initial grant for upgrade, closure and remediation	\$9,552	\$9,552
Tahl, Richard and Melissa (P43751)	Initial grant for upgrade, closure and remediation	\$20,876	\$20,876
Tornambe, Dominick and Joanne (P43667)	Initial grant for upgrade, closure and remediation	\$13,685	\$13,685
Toth, John (P43429)	Initial grant for upgrade, closure and remediation	\$3,975	\$3,975
Totin, June (P43341)	Initial grant for upgrade, closure and remediation	\$8,061	\$8,061
Trebes, Joseph A. (P43704)	Initial grant for upgrade, closure and remediation	\$34,259	\$34,259
Trotta, Gayle (P42892)	Initial grant for upgrade, closure and remediation	\$66,898	\$66,898
Uber, Thomas H. (P43705)	Initial grant for upgrade, closure and remediation	\$2,220	\$2,220
Vanderleur, Leslie (P44022)	Initial grant for upgrade, closure and remediation	\$44,592	\$44,592
Villa, Luz Adriana (P43282)	Initial grant for upgrade, closure and remediation	\$16,931	\$16,931
Wheeler, Jeffrey and Diane	Initial grant for upgrade,	\$6,369	\$6,369

<b>Applicant</b>	<b>Description</b>	<b>Grant Amount</b>	<b>Awarded to Date</b>
(P43224)	closure and remediation		
White, Corrine (P43661)	Initial grant for upgrade, closure and remediation	\$6,753	\$6,753
Willock, Agnes (P43627)	Initial grant for upgrade, closure and remediation	\$3,760	\$3,760
Wilson, Cynthia (P43730)	Initial grant for upgrade, closure and remediation	\$72,799	\$72,799
Wilson, Irene J. (P43316)	Initial grant for upgrade, closure and remediation	\$4,075	\$4,075
Wolff, Richard (P43285)	Initial grant for upgrade, closure and remediation	\$53,649	\$53,649


**125 Grants**

**Total Delegated Authority  
funding for Leaking  
applications.**

**\$2,495,425**


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\*This amount includes grants approved previously by the Board and this award does not exceed the \$100,000 aggregate supplemental limit for staff delegation.




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Timothy Mizura

Prepared by: Kathy Junghans, Finance Officer





**MEMORANDUM**

**TO:** Members of the Authority

**FROM:** Timothy Lizura, President and Chief Operating Officer

**DATE:** October 12, 2017

**SUBJECT:** Technology & Life Sciences - Delegated Authority Approvals for Q3 2017  
*For Informational Purposes, Only*

**Angel Investor Tax Credit Program – 2017 Q3 Review**

On January 31, 2013, the New Jersey Angel Investor Tax Credit Act was signed into law with Regulations approved by the Members of the Board in June 2013. The New Jersey Angel Investor Tax Credit Program (ATC) establishes credits against corporate business tax or New Jersey gross income tax in the amount of 10% of a qualified investment made into New Jersey emerging technology businesses.

In the third quarter of 2017, 33 Angel Tax Credit applications for \$830,611.80 in tax credits were approved. This represented \$8,306,118 in private investments in 11 unique technology and life science companies.

Sector	Investment amount	Applications	% of total investments	% of total applications
Clean Technology	\$191,115	3	2%	9%
Life Sciences	\$6,540,000	22	79%	67%
Technology	\$1,575,003	8	19%	24%
<b>Total</b>	<b>\$8,306,118</b>	<b>33</b>		

Attached please find a list of all ATC applications that were approved under delegated authority during the third quarter of 2017 along with a list of declinations from the period.

A handwritten signature in black ink, appearing to be 'Kathleen Coviello', is written over a horizontal line.

**Prepared by:**  
Kathleen Coviello  
Alec Tripodi

<b>Investor</b>	<b>Technology Company</b>	<b>Investment Amount</b>	<b>Tax Credit amount</b>	<b>Calendar Year</b>
Alex I. Khowaylo	Acuitive Technologies, Inc.	\$300,000	\$30,000	2017
Alex Khowaylo	Acuitive Technologies, Inc.	\$300,000	\$30,000	2017
David S Washburn	Acuitive Technologies, Inc.	\$200,000	\$20,000	2017
David S Washburn	Acuitive Technologies, Inc.	\$100,000	\$10,000	2017
James Malayter	Acuitive Technologies, Inc.	\$200,000	\$20,000	2017
Michael Khowaylo	Acuitive Technologies, Inc.	\$200,000	\$20,000	2017
Michael McCarthy	Acuitive Technologies, Inc.	\$300,000	\$30,000	2017
7	Acuitive Technologies, Inc.	\$1,600,000	\$160,000	2017
Aucta Group Holding Ltd	Aucta Pharmaceuticals, LLC	\$1,500,000	\$150,000	2017
1	Aucta Pharmaceuticals, LLC	\$1,500,000	\$150,000	2017
Alan Wayne Tamarelli	Bergen Medical	\$50,000	\$5,000	2017
1	Bergen Medical	\$50,000	\$5,000	2017
Smith, M. L. Trust FBO Robert Havens	Coriell Life Sciences	\$25,000	\$2,500	2017
Smith, M. L. Trust FBO Victoria Havens	Coriell Life Sciences	\$25,000	\$2,500	2017
2	Coriell Life Sciences	\$50,000	\$5,000	2017
Reza Fakih	D3UC LLC	\$25,000	\$2,500	2017
Sarvar Patel	D3UC LLC	\$25,000	\$2,500	2017
Sharif Amanat	D3UC LLC	\$50,000	\$5,000	2017
3	D3UC LLC	\$100,000	\$10,000	2017

Amanda Goldberg 2012 Irrevocable Trust	Energy Technology Savings Inc.	\$15,865	\$1,586	2017
Klein Family III, LLC	Energy Technology Savings Inc.	\$100,000	\$10,000	2017
2	Energy Technology Savings Inc.	\$115,865	\$11,586	2017
Peter Warner Davidson	Eos Energy Storage LLC	\$75,250	\$7,525	2017
1	Eos Energy Storage LLC	\$75,250	\$7,525	2017
David Quackenbush	Innovaci Inc	\$125,000	\$12,500	2017
Eric Vacca	Innovaci Inc	\$50,000	\$5,000	2017
Lisa Pasch	Innovaci Inc	\$50,000	\$5,000	2017
Neil Desena	Innovaci Inc	\$50,000	\$5,000	2017
4	Innovaci Inc	\$275,000	\$27,500	2017
Robert and Harriet Druskin	Inspirit Group, LLC	\$100,000	\$10,000	2017
Robert and Harriet Druskin	Inspirit Group, LLC	\$500,000	\$50,000	2017
Roger Bodman	Inspirit Group, LLC	\$100,000	\$10,000	2017
3	Inspirit Group, LLC	\$700,000	\$70,000	2017
Jupiter Fund LLC	Kiswe Mobile Inc.	\$600,003	\$60,000	2017
1	Kiswe Mobile Inc.	\$600,003	\$60,000	2017
Alan M. Pollack	Nevakar, LLC	\$250,000	\$25,000	2017
B. Lance Saurteig	Nevakar, LLC	\$1,000,000	\$100,000	2017
David and Tripti Burt	Nevakar, LLC	\$500,000	\$50,000	2017
K. L. Parthasarathy	Nevakar, LLC	\$250,000	\$25,000	2017
Kishor Bupathi	Nevakar, LLC	\$600,000	\$60,000	2017
Neeraj Bharany	Nevakar, LLC	\$450,000	\$45,000	2017
Thomas and Neena Will	Nevakar, LLC	\$115,000	\$11,500	2017
Vinayak Potti	Nevakar, LLC	\$75,000	\$7,500	2017
8	Nevakar, LLC	\$3,240,000	\$324,000	2017
33	11	\$8,306,118	\$830,611.80	Q3 2017 Total

**Q3 2017 Declinations**

The following 3 Angel Investor Tax Credit (ATC) applications were declined under delegated authority in the third quarter of 2017. The appeal deadline has passed for all three applications.

<b>Investor</b>	<b>Application Number</b>	<b>Technology Company</b>	<b>Tax Credit Amount</b>	<b>Reason for Declination</b>
Darco Investments LLC	208796	Inspirito Group, LLC	\$10,000	A*
Robert W. Croce	209705	Svelte Medical Systems	\$20,000	B*
Sudhir Patel	209960	Quagen Pharmaceuticals	\$40,000	A*

A*	The investor failed to provide required documentation by the requested deadline.
B*	The investment does not meet the definition of “Qualified investment” because the stock ownership was transferred to another entity before being held for at least two calendar years from the date of the exchange (N.J.A.C. 19:31-19.2).

**Post-closing actions approved under delegated authority during Q3 2017:**

<b>Borrower (Operating Company)</b>	<b>EDA Exposure</b>	<b>Action</b>
Prazas Learning, Inc.	\$800,000	Approved company’s request for a six-month interest and principal payment moratorium (starting July 2017) on the Edison Innovation VC Growth Fund loan.



## MEMORANDUM

**TO:** Members of the Authority

**FROM:** Timothy J. Lizura  
President and Chief Operating Officer

**DATE:** October 12, 2017

**SUBJECT:** Real Estate Division Delegated Authority for Leases, CCIT Grants, and Right of Entry (ROE)/ Licenses for Third Quarter 2017  
*For Informational Purposes Only*

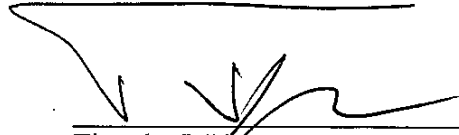
The following approvals were made pursuant to Delegated Authority for Leases and ROE/ Licenses in July, August, and September 2017.

### LEASES / CCIT GRANTS

<u>TENANT</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>TERM</u>	<u>S.F.</u>	<u>CCIT GRANT</u>
Ascendia Pharmaceuticals	CCIT	Lease Holdover	Month to Month	3,925 sf	N/A
Hudson BioPharma	CCIT	Lease Holdover	Month to Month	2,000 sf	N/A
SkinAxis	CCIT	Lease Holdover	Month to Month	800 sf	N/A
Aucta Pharmaceuticals	CCIT	Lease Extension	One Year	2,250 sf	N/A
Genomic Prediction Inc.	CCIT	New Lease	One Year	925 sf	N/A
PDS Biotechnology	CCIT	Lease Holdover and Amendment for Space Reduction	Month to Month	2,775 sf to 1,975sf	N/A
Aucta Pharmaceuticals	CCIT	Lease Amendment	7 ½ months	3,125 sf (increased 875 sf)	N/A
Innovvera Pharmaceuticals	CCIT	New Lease	1 year	1,000 sf	N/A

**RIGHT OF ENTRY/LICENSES/EXTENSIONS**

<b><u>ENTITY</u></b>	<b><u>LOCATION</u></b>	<b><u>TYPE</u></b>	<b><u>CONSIDERATION</u></b>
One State Street Square Urban Renewal, LLC	Plaza outside NJEDA Headquarters	License – Dedication Ceremony	\$0

  
\_\_\_\_\_  
Timothy J. Lazura  
President and Chief Operating Officer

Prepared by: Donna T. Sullivan



## **EXECUTIVE SESSION**

### **MEMORANDUM**

**TO:** Members of the Authority

**FROM:** Timothy J. Lizura  
President and Chief Operating Officer

**DATE:** October 12, 2017

**RE:** Sale of Property (±3.52 acres)  
2099 Center Square Road, Logan Township  
Block 2903, Lot 7

#### **Summary**

I request that the Members approve: (1) the execution of the Agreement for Sale of Property ("PSA"), which is attached as Exhibit A to this memo, with Triple Net Investments XLIV, LLC., a New Jersey limited liability company, or its assignee as defined by the PSA (the "Purchaser"), for the sale of ±3.52 acres known as Block 2903, Lot 7, 2099 Center Square Road, Logan Township, Gloucester County, New Jersey (the "Property or Site") for the sales price of \$406,505, and (2) the execution of any and all other documents required to effectuate this transaction, on final terms acceptable to the Attorney General's Office, the Chief Executive Officer and the President/Chief Operating Officer.

#### **Background**

##### *Authority's Title in the Property*

The Authority currently holds fee simple title to the Property which was the former Logan Circuits Site included in a 1977 Authority bond financing and was subject to an Installment Sales Agreement ("ISA") that provided the Authority title to the Property during the bond term.

In 1987, after repayment of the bond financing, both the original borrower and ISA purchaser, Metropolitan Circuits, Inc. and Logan Circuits, Inc., their successor, filed for Chapter 7 bankruptcy, did not assume title to the Property and instead abandoned the Property.

##### *Authority's Effort to Correct the Cloud on Title*

The ISA purchaser has never requested title to the Property and attempts by Authority staff to contact the ISA purchaser have been unsuccessful. Staff is not aware of anyone or any entity that is entitled to ownership of the Property. Pursuant to N.J.S.A. 2A:14-7, the 20-year statute of



limitations for real estate matters has lapsed. No person or entity has since made a claim to title.

Because the Authority acquired title to the Property under the ISA and not through a standard deed, the Authority obtained a title insurance policy which confirmed that the Authority is the record title owner and included an endorsement over the enforceability of any property claims related to the ISA.

*Property's Current Condition and the Authority's Environmental Remedial Actions*

As the Property owner, the Authority is responsible for the environmental remediation of the Site. Between 2011 and 2015, the Authority completed the building demolition and all environmental remedial actions required on the Property.

In September 2015, the Authority's licensed site remediation professional issued a Remedial Action Outcome (RAO) for the Property for ground water, which included an unrestricted use for the Property. In July 2017, the RAO was amended to correct an administrative error to further detail the remediated area of concern without amending the finding of unrestricted use for the Property.

To date, the demolition, environmental remediation, and Property holding costs total \$623,008.

*Property Sale*

As required by the Real Estate Division's Real Property Disposition Procedures, in 2011, Molinari & Associates, P.C ("Molinari") appraised the Property and determined a per acre value of ±\$51,136, for a total fair market value of \$180,000. On July 27 of this year, Molinari issued an appraisal update which revised the 2011 fair market value to ±\$108,308 per acre, for a current fair market value of \$352,000.

In May 2015, the Authority engaged Jackson Cross Partners, LLC ("Jackson Cross"), as the real estate broker to sell the Property. Because Logan Township revised the development setbacks that apply to the zone within which the Property is located, the Property's acreage alone, without additional land, is not very marketable without zoning variances.

To assist with the marketing of the Property, Jackson Cross, through an affiliate, Flagship Realty Holdings, LLC (Flagship), purchased the adjoining lot to market with the Property. The joint marketing of the two parcels alleviates the development set back issues for the Property and the adjoining parcel, making both lots collectively more marketable for development.

Between June and August of this year, the Authority and the Purchaser negotiated a Letter of Offer to purchase the Property (LOI), which included the purchase price of \$406,505 for the Property, or \$53,505 greater than the July 2017 appraised value of \$352,000. The Purchaser negotiated a separate LOI and Purchase and Sale Agreement with Flagship.

The Purchaser intends to use the Property to develop a 64,000-square foot industrial building. The PSA includes all the terms negotiated between the parties in the LOI, which includes the condition that the Flagship parcel also must be purchased at the same time. The Property is being sold "as is, where is" and the Purchaser has agreed to release the Authority from any and all claims that



presently exist or might arise in the future relative to the condition of the Property, including but not limited to environmental matters and underground storage tanks.

*Net Proceeds from the Sale*

The Authority will receive the follow net proceeds from the sale:

<b>Estimated Net Sales Proceeds from Sale</b>			
	Sale Price		\$406,505
-	Minus Broker's Commission	6.00%	\$24,330
-	Estimated Cost of Sale (% Sale Price)	0.50%	\$2,028
=	<b>Subtotal</b>		<b>\$379,147</b>
-	Demolition, Environmental Remediation, and Holding Costs		\$623,008
=	<b>Total Net Proceeds</b>		<b>(\$243,861)</b>

The positive outcomes of the proposed sale are returning the Property to Logan Township's real estate tax roll and creating future jobs at the Site.

**Recommendation**

In summary, I request the Members approve the following:

1. Execution of the Authority's form of Agreement for Sale of Property with Triple Net Investments XLIV, LLC, for the sales price of \$406,505 generally consistent with the Agreement for Sale of Property attached as Exhibit A
2. Execution of any and all other documents required to effectuate this transaction, on final terms acceptable to the Attorney General's Office, the Chief Executive Officer and the President/Chief Operating Officer

Timothy J. Lizura  
President/Chief Operating Officer

att.: Exhibit A

Prepared by: Juan Burgos

# **EXHIBIT A**

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## **AGREEMENT FOR SALE OF PROPERTY**

**THIS AGREEMENT FOR SALE OF PROPERTY** ("Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2017, ("Effective Date") by and between the **NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**, an instrumentality of the State of New Jersey, whose address is 36 West State Street, P.O. Box 990, Trenton, New Jersey, 08625 ("**Seller**" or "**Authority**"), and **TRIPLE NET INVESTMENTS XLIV, LLC**, a New Jersey limited liability company, whose address is 171 State Route 173, Suite 201, Asbury, NJ 08802 ("**Purchaser**"). In this Agreement, Seller and Purchaser are collectively referred to as the "Parties."

**WHEREAS**, in furtherance of its statutory mandate to create jobs and tax ratables, Seller's Board has authorized the sale of certain real property owned by the Seller more specifically defined in this Agreement; and

**WHEREAS**, Seller and Purchaser have reached an agreement for the sale of the Property by the Seller to the Purchaser; and

**WHEREAS**, Flagship Realty Holdings, LLC ("Flagship") is the owner of the adjacent property known as Center Square & Sharptown (Block 2903, Lot 6) consisting of approximately 1.42 acres (the "Flagship Property"); and

**WHEREAS**, the Authority and Flagship entered into a single Letter of Intent last dated July 25, 2017 for the sale of both the Property as described in Paragraph 1 hereof and the Flagship Property to the Purchaser; and

**WHEREAS**, the Authority and Flagship are entering into separate agreements of sale with the Purchaser for their respective parcels; and

**WHEREAS**, it is the intention of the Purchaser to simultaneously close title to the Property and the Flagship Property as the Purchaser will be seeking its Approvals (as defined in Paragraph 5 hereof) for both these parcels in the aggregate.

**NOW, THEREFORE**, for and in consideration of the sum of Four Hundred Six Thousand Five Hundred Five Dollars (\$406,505.00), the Seller agrees to convey to the Purchaser, free from all encumbrances, except as this Agreement may otherwise provide, the Property described in Section 1 hereof.

1. Property to be Conveyed.

All those certain lots, tracts or parcels of land together with any buildings and improvements thereon contained and the privileges contained and appurtenances thereto appertaining, situate, lying and being in the Township of Logan, County of Gloucester, State of New Jersey commonly known as 2099 Center Square Road, Logan Township, Gloucester County, New Jersey, (Block 2903, Lot 7 on the Logan Township Tax Map) (the "Property") which consists of approximately 3.52 ± acres of vacant land with a paved parking lot and more particularly described by the metes and bounds description attached to this Agreement as Exhibit A. The Property is located within the Pureland Industrial Complex.

2. Purchase Price.

The purchase price ("Purchase Price") for the Property is Four -Hundred Six Thousand Five Hundred Five Dollars (\$406,505.00) which shall be paid by Purchaser to Seller as follows:

2.1. Upon execution of this Agreement, the Purchaser shall make a deposit in the sum of Eighteen Thousand Four Hundred Seventy-Five Dollars (\$18,475.00) (the

“Initial Deposit”) to be held by the Escrow Agent (as hereinafter defined) in an interest bearing account, with interest following principal and become part of the Total Deposit (hereinafter defined), and disbursed, together with accrued interest, in accordance with the terms of this Agreement;

2.2. Within five (5) days after the end of the Due Diligence Period, as defined in Paragraph 4 below, Purchaser shall deliver to the Escrow Agent an additional deposit in the amount of Eighteen Thousand Four Hundred Seventy- Five Dollars (\$18,475.00) for a combined deposit of Thirty-Six Thousand Nine Hundred Fifty Dollars (\$36,950.00) and collectively referred to as the “Total Deposit”).

2.3. At Closing, Purchaser shall deliver the balance of the Purchase Price, subject to the adjustments as set forth in Paragraph 10 below.

3. Purchaser’s Intended Use of the Property.

The Purchaser intends to use the Property as an industrial building containing approximately 64,000 square feet (the “Intended Use”). The Purchaser will seek to obtain the necessary State, County and municipal approvals for this Intended Use as per the terms and provisions of Paragraph 5 herein.

4. Due Diligence Period.

4.1 For a period of seventy-five (75) days from the Effective Date of this Agreement (“Due Diligence Period”), Seller grants to Purchaser and persons designated by Purchaser a right to enter the Property in order to make such investigations, surveys, architectural and engineering studies, economic, financial and feasibility studies and analyses, conduct soil tests, environmental studies and other examinations, studies, tests, investigations and inspections of and concerning the Property (collectively the

"Inspections") as Purchaser may desire, said Inspections to be conducted by Purchaser at Purchaser's sole cost and expense. Along with the execution of this Agreement, the Seller shall provide Purchaser with copies of any deeds, title reports/commitment/policies in Seller's possession, surveys, environmental reports and assessment notices in Seller's possession relating to the Property. Seller shall have no responsibility or obligation to obtain any documents not already in its possession as of the Effective Date. If, during the Due Diligence Period Purchaser, in its sole and absolute discretion, shall determine, in its sole discretion, whether or not related to the Inspections, that it does not wish to consummate the purchase, then Purchaser shall have the right to terminate this Agreement by providing Seller with written notice of such termination on or before the expiration of the Due Diligence Period ("Due Diligence Termination Notice"). The Purchaser's determination as to whether to exercise its right of termination during the Due Diligence Period shall be at the sole and absolute discretion of the Purchaser for any reason or for no reason. In the event the Purchaser provides timely Due Diligence Termination Notice, then the Escrow Agent shall refund the Initial Deposit to the Purchaser, and thereafter all parties hereto shall be relieved of and from any and all further obligations arising under this Agreement other than for such obligations as are expressly provided for in this Agreement to survive.

4.2 Purchaser shall indemnify and defend Seller and hold Seller harmless from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees) for any bodily injury, death, property damage or mechanics' or contractors' liens arising from or related to the right

of entry granted pursuant to Section 4.1 or the Inspections. Purchaser shall, throughout the Due Diligence Period maintain contractual liability insurance covering such agreement to indemnify Seller. Prior to entering the Property to conduct Inspections, Purchaser shall furnish Seller with insurance certificates evidencing that the required coverage is in force. Seller shall not be liable for the payment of any premiums under the foregoing. The insurance company indicated on the certificates shall be authorized to do business in the State of New Jersey and shall be reasonably acceptable to Seller. In the event this Agreement is terminated or Closing does not occur pursuant to the Agreement, Purchaser shall restore the Property to reasonably the same physical condition as existed at the time immediately prior to entry and Inspections.

4.3 Within one hundred twenty (120) days after the end of the Due Diligence Period one-half of the Total Deposit in the amount of Eighteen Thousand Four Hundred Seventy- Five Dollars (\$18,475.00) shall become non-refundable including any interest thereon. The Purchaser shall authorize the Escrow Agent in writing to immediately release and deliver the Eighteen Thousand Four Hundred Seventy- Five Dollars (\$18,475.00) to the Seller.

5. Permit and Approval Period.

5.1 The Purchaser shall have one hundred eighty (180) days, commencing with the end or earlier satisfaction of the Due Diligence Period, to receive all necessary State, County, and municipal permits, unappealable site plan approval and the execution of a Developers Agreement (collectively, the "Approvals"), on terms reasonably acceptable to the Purchaser needed for the construction and use and occupancy of a facility that reasonably accommodates Purchaser's Intended Use of the property (the



"Permit and Approval Period"). Purchaser shall work diligently to obtain such Approvals; provided, however, the Approvals, and all conditions related thereto, shall be subject to Purchaser's approval and Purchaser may abandon the Approvals at any time if the Approvals are not likely to be obtained or will likely contain conditions not acceptable to Purchaser. Upon such abandonment, Purchaser shall have the right to terminate this Agreement and receive a full refund of the Deposit not previously released to Seller. The Seller shall cooperate with the Purchaser in obtaining the Approvals, and agrees to execute any application or other documents reasonably necessary to obtain same; however, Seller does not agree to incur any financial or other liability in connection with obtaining Approvals.

5.2 In the event that the Purchaser has not obtained the Approvals or elects to abandon the Approvals during the Permit and Approval Period (and so long as the Purchaser has made application for the Approvals), the Purchaser shall have the right to extend the Permit and Approval Period for two (2) consecutive sixty (60) day periods (each an "Approval Extension Period"), upon five (5) business days advance written notice to the Seller prior to the expiration of the then applicable Permit and Approval Period provided that the Purchaser has continued to have been diligently proceeding to obtain the Approvals. For each Approval Extension Period exercised, the Purchaser shall authorize the Escrow Agent in writing to immediately release and deliver Nine Thousand Two Hundred Thirty-Seven and 50/100 Dollars (\$9,237.50) to the Seller. In the event both Approval Extension Periods have been exercised by Purchaser the parties acknowledge that the remaining balance of the Total Deposit will be released and delivered by the Escrow Agent to the Seller.

5.3 In the event that the Purchaser has not obtained the Approvals or elects to abandon the Approvals within the Permit and Approval Period (or if the Purchaser has elected to so extend, on or before the expiration of the Approval Extension Period(s)), the Purchaser shall be entitled to terminate this Agreement by providing Seller with written notice of such termination on or before the expiration of the Permit and Approval Period (or if the Purchaser has elected to so extend, within the Approval Extension Period(s)) provided that the Purchaser has reasonably concluded that it is unlikely to receive such Permits and Approvals. In such event the remaining balance of the Total Deposit, if any, as set forth in this Agreement shall be promptly refunded to the Purchaser by the Escrow Agent and thereafter all parties hereto shall be relieved of and from any and all further obligations arising under this Agreement other than for such obligations as are expressly provided for in this Agreement to survive.

6. No Financing Contingency.

The Purchaser represents that it has sufficient liquid assets to close title pursuant to the terms of this Agreement without any financing or approval to be obtained from any third party.

7. Title to Property.

7.1 Seller shall convey to Purchaser and Purchaser shall accept title that is insurable by Surety Title Company, agent for Fidelity National Title Insurance Company ("Title Company" or "Escrow Agent") subject only to Permitted Encumbrances. Purchaser shall pay regular rates but not more than regular rates to purchase title insurance for the Property. Within twenty-one (21) days after the Effective Date, Purchaser shall deliver to Seller the Title Binder. "Title Binder" means a preliminary title report and title

insurance commitment issued by the Title Company and shall include true and complete copies of all documents noted as exceptions therein. Seller makes no representation or warranty whatsoever, express or implied, as to the completeness, content or accuracy of the Title Binder.

7.2 "Permitted Encumbrances" means any and all (a) matters of public record as of the effective date of the Title Binder, other than mortgages and other monetary liens which Seller shall satisfy at the Closing; (b) matters that would be revealed by a physical inspection, or a complete and accurate survey, of the Property; (c) rights-of-way and easements that do not materially interfere with the Intended Use of the Property provided, however, that the Purchaser's right to use all easements benefiting the Property and reasonably needed for the Intended Use of the Property shall be insurable; (d) rights of the public and adjoining owners in highways, streets, roads and lanes bounding the Property; (e) retaining walls and other walls, bushes, trees, hedges, fences and the like extending from or onto the Property, and any portion of the Property lying in the bed of any public street as long as same do not materially adversely affect title to or use of the Property for the Intended Use; (f) rights and easements relating to the construction, operation, and maintenance of utility lines, wires, cables, pipes, poles, distribution boxes and other such equipment in, on, over, or under the Property as long as same do not materially adversely affect title to or use of the Property for the Intended Use; (g) zoning and other governmental restrictions; (h) matters common to any plat or subdivision in which the Property is located; (i) taxes, assessments and other public charges not due as of the Closing Date; (j) matters that have not been duly objected to by Purchaser pursuant to the provisions of Paragraph 7.3 of this Agreement; and (k)

Standard pre-printed conditions and exceptions to title insurance contained in the currently effective ALTA Owner's Standard Form B Title Insurance Policy which shall be removed at Closing through the presentation by the Seller of a duly executed Affidavit of Title. Permitted Encumbrance shall also include that certain Memorandum of Installment Sale Agreement recorded in Deed Book 1341 at Page 878 et seq. provided that the Title Company provides to Purchaser, at no additional cost to Purchaser, affirmative title insurance coverage over the enforceability of the Memorandum of Installment Sale Agreement or the Installment Sale Agreement mentioned therein. Seller shall either pay any additional premium or surcharge for such affirmative title insurance coverage in its sole discretion or terminate the Agreement within ten (10) of receiving a written notice from Purchaser requesting Seller's payment of such premium or surcharge.

7.3 If anything in the Title Binder constitutes a title defect, then Purchaser shall give notice thereof to Seller, specifying in detail such title defect(s), before 5 p.m. on the date which shall be thirty (30) days following the Effective Date (time being of the essence with respect to said time and date) or Purchaser shall be deemed to have waived all objections based upon such title defect(s). Seller shall have the option, in its sole discretion, to either cure, satisfy and/or discharge such title defect(s), or not cure, satisfy and/or discharge same. If Seller elects not to cure, satisfy or discharge same, Purchaser's sole right shall be to terminate this Agreement on written notice to Seller within five (5) business days after Seller shall notify Purchaser that it is unable or does not elect to cure, satisfy or discharge same, in which event this Agreement shall terminate and neither party shall have any further rights or liabilities hereunder

thereafter (except for return of the Initial Deposit and all accrued interest to Purchaser from the Escrow Agent and provisions that expressly survive termination of this Agreement); provided, however, that if Purchaser does not so terminate this Agreement, Purchaser shall accept title subject to such title defect(s) without reduction or abatement of the Purchase Price. It is distinctly understood and agreed that Seller shall not be required to bring any action or proceeding, take any steps, or otherwise incur any expense to remove or cure any title defect(s) or otherwise render title to the Property marketable.

7.4 Purchaser shall, within twenty-one (21) days after the Effective Date, order a survey of the Property (the "Survey") and the legal description created as a result of such Survey shall be utilized by Seller in the conveyance documents, which Survey shall be insurable by the Title Company. Purchaser, or its attorneys, shall notify Seller in writing prior to the expiration of the Due Diligence Period specifying those matters shown on the Survey which, in Purchaser's sole opinion, adversely affect the title to the Property, which are otherwise objectionable to the Purchaser, or which otherwise adversely affect Purchaser's ability to utilize the Property for the Intended Use, and the same shall thereupon be deemed to constitute Non-Permitted Survey Exceptions. Seller may, but shall not be obligated to, remove any Non-Permitted Survey Exceptions so objected to by the Purchaser within thirty (30) days after receipt of Purchaser's written notice under Paragraph 4. Seller shall not be required to bring any action or proceeding or otherwise incur any expense in order to remove any such Non-Permitted Survey Exception. If Seller is unable to or refuses to remove any such Non-Permitted Survey Exception within such thirty (30) day period, the Initial Deposit and all accrued

interest shall be returned to Purchaser forthwith by the Escrow Agent and this Agreement shall automatically terminate, relieving the parties of any further obligations and/or liabilities hereunder except as otherwise provided herein. However, if Purchaser notifies Seller in writing within five (5) days after the expiration of such thirty (30) day period that Purchaser is willing to accept the matters shown on the survey, without reduction of the Purchase Price and without further obligation on the part of the Seller, then Closing shall occur subject to such Non-Permitted Survey Exceptions.

8. The Closing.

8.1 In Purchaser's sole discretion, the Closing (as hereinafter defined) is expressly contingent upon and subject to the Purchaser entering into an agreement of sale and the closing of title simultaneously with Flagship Realty Holdings, LLC for the adjacent Flagship Property. In the event, the agreement of sale is not fully executed or the closing of title does not occur as set forth above the Purchaser shall have the right to terminate this Agreement the Initial Deposit, Total Deposit or remaining balance, if any, as applicable as set forth in this Agreement shall be promptly refunded to the Purchaser by the Escrow Agent and thereafter all parties hereto shall be relieved of and from any and all further obligations arising under this Agreement other than for such obligations as are expressly provided for in this Agreement to survive.

8.2 The consummation of the transaction contemplated by this Agreement (the "Closing") and the closing of title for the Flagship Property shall take place by mail through the Escrow Agent or at an alternative location in the Trenton, New Jersey area mutually agreed to by the Purchaser and Seller, at 10 a.m. on or before the thirtieth

(30th) day after the expiration of the Permit and Approval Period (or the Approval Extension Period(s) to the extent applicable if the Purchaser elects to so extend the Permit and Approval Period(s)) (the "Closing Date"). The following shall take place at the Closing:

a. Seller shall deliver to Purchaser a Bargain and Sale Deed [to be determined] with covenants against grantor's acts (the "Deed") for the Property in proper form for recording and which shall include an Affidavit of Consideration/Exemption and Seller's Residency Certificate, such Deed to be made subject to the title matters as to which conveyance is to be accepted by Purchaser hereunder and all other matters of public record;

b. Seller shall deliver an Affidavit of Title and Resolution authorizing this transaction to the Purchaser and the Title Company reasonably satisfactory in form and content to the Title Company;

c. the Title Company shall issue a title insurance policy showing the transfer of title to Purchaser and insuring title into the Purchaser;

d. Purchaser shall deliver the balance of the Purchase Price, subject to the adjustments as set forth in Paragraph 10 below;

e. The parties shall execute and deliver to each other a Closing Statement;

f. The parties shall execute and deliver to each other any other instruments required to be delivered under any provision of this Agreement, to comply with any and all applicable governmental requirements or reasonably requested by the attorney for either party or the Title Company in connection with this transaction; and

g. Seller shall give possession of the Property to the Purchaser.

9. Condition of Property/Environmental Matters.

9.1 Purchaser shall accept the Property in its "as is" condition as of the Closing Date. Seller will provide the Purchaser with copies of documentation and reports related to the environmental condition of the Property in its possession. The Remediation Action Outcome dated September 28, 2015 is attached hereto as Exhibit B (the "Environmental Reports"). Seller makes no representation or warranty whatsoever, whether express, implied or statutory, of any kind, with respect to the Property except as set forth in this Agreement and hereby disclaims any such warranty, including but not limited to, merchantability and fitness for a particular purpose.

9.2 Purchaser hereby, for all purposes and forever, releases Seller from any and all claims that presently exist or might arise in the future relative to the condition of the Property, including but not limited to environmental matters and underground storage tanks. Purchaser shall not, under any circumstances, bring or implead, cross-claim or otherwise interpose any claim, action or lawsuit against Seller or any of its successors in interest or assignees; or any of its parents, subsidiaries, affiliates, shareholders, officers, directors, partners, members, other principals, agents or employees if such claim, action or lawsuit arises out of, is the result of, or is in any way connected to: (i) the existence of any underground or above-ground storage tanks at the Property or the registration or lack of registration thereof; (ii) the presence of any hazardous substances, hazardous wastes, petroleum or petroleum by-products (collectively "Hazardous Materials") at the Property; or (iii) the exposure of any person or persons to such Hazardous Materials, whether such claim, action or lawsuit arises under



common law or by virtue of any local, state or federal statute, rule, ordinance, regulation and/or the like including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. section 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. section 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. section 2601 et seq.), the Federal Insecticide Fungicide and Rodenticide Control Act (7 U.S.C. section 136 et seq.), the Occupational Safety and Health Act of 1970 (29 U.S.C. section 651 et seq.), the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. section 11001 et seq.), the Clean Water Act (33 U.S.C. section 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. section 300f et seq.), the Hazardous and Solid Waste Amendments of 1984 (Public Law 86-616, Nov. 9, 1984), the Hazardous Materials Transportation Act (49 U.S.C. section 1801 et seq.), the Federal Clean Air Act (42 U.S.C. section 7401 et seq.), the Industrial Site Recovery Act (N.J.S.A. 13:1K-6, et seq.), the Underground Storage of Hazardous Substances Act (N.J.S.A. 58:10A-21, et seq.), the Spill Compensation and Control Act (N.J.S.A. 58:10A-23.11 et seq.), and the Water Pollution Control Act (N.J.S.A. 58:10A-1 et seq.). This provision shall survive the Closing or any termination of this Agreement.

9.3 Purchaser hereby releases Seller from and against any and all costs or damages, including, without limitation, reasonable attorneys' fees and experts' fees, incurred or suffered by Seller as a result of Purchaser's purchase, use, sale or lease of the Property, or as a result of the exposure to Hazardous Materials of any of the following: Purchaser; any of Purchaser's tenants, employees, agents, servants, licensees, invitees, contractors, sub-contractors, concessionaires; or any third party whose exposure occurs

as a result of or in connection with Purchaser's purchase, use, sale or lease of the Property.

9.3 To the best of its knowledge, Seller represents and warrants except as may be disclosed in the Environmental Reports that it has not received any written notice from any governmental authority of any violations of any applicable federal, state or local laws, statutes, rules, regulations, ordinances, orders or requirements (collectively, "Laws") noted or issued by any governmental authority having jurisdiction over or affecting the Property, including, without limitation, Laws relating to Hazardous Materials.

9.4 Purchaser acknowledges and agrees that Seller has made no representations with respect to the present or prior existence of underground storage tanks at the Property and Purchaser agrees to take the Property with such underground storage tanks as may exist as of the date hereof in their "as is, where is" condition, and Purchaser, at its sole cost and expense, shall comply with all laws and regulations relating to the ownership, operation, maintenance and registration of such tanks, including, but not limited to, any required soil and/or ground water remediation.

10. Adjustments at Closing.

Seller and Purchaser acknowledge that the Property is currently exempt from local real estate taxes. The following adjustments are to be made at the Closing as of the close of business on the Closing Date:

10.1. Pureland Industrial Complex association fees. Seller will provide a letter from the association advising all fees are paid to date. In the event the association does not provide such letter by Closing Purchaser shall accept a statement certified

by Seller that all fees have been paid to date. Seller will also provide a contact to obtain the most recent budget and billing statement for fees.

10.2. Any other items which shall be appropriate for adjustment.

11. Representations and Warranties of Purchaser.

For the purpose of inducing Seller to enter into this Agreement and to consummate the transactions contemplated hereby pursuant to the terms and conditions hereof, Purchaser represents and warrants to Seller as follows:

11.1. Purchaser warrants that no person has been employed, directly or indirectly to solicit or secure this Agreement in violation of N.J.S.A. 52:34-15 et seq.

11.2. Purchaser acknowledges that all legal, environmental and/or due diligence work undertaken by Purchaser in preparation for or completion of this transaction shall be performed by Purchaser's attorneys and/or consultants at Purchaser's sole expense.

11.3. Each person executing and delivering this Agreement and all documents to be executed and delivered in regard to the consummation of the transaction contemplated hereby on behalf of Purchaser has due and proper authority to execute and deliver same. Purchaser has the full right, power and authority to purchase the Property as provided herein and to carry out its obligations hereunder without the joinder or consent of any other person or entity and Purchaser has due and proper authority to execute and deliver all documents related to the consummation of the transactions.

12. Representations and Warranties of Seller.

For the purpose of inducing Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby pursuant to the terms and conditions hereof, Seller represents and warrants to Purchaser as follows:

12.1 Each person executing and delivering this Agreement and all documents to be executed and delivered in regard to the consummation of the transaction contemplated hereby on behalf of Seller has due and proper authority to execute and deliver same.

12.2 Seller has the full right, power and authority to sell and convey the Property to Purchaser as provided herein and to carry out its obligations hereunder without the joinder or consent of any other person or entity and Seller has due and proper authority to execute and deliver all documents related to the consummation of the transactions.

12.3 Seller has entered into no leases, nor does any other person or entity have any rights with respect to the Property.

12.4 The execution, delivery and performance by the Seller of this Agreement and the transactions contemplated hereunder will not constitute a violation of any agreements to which the Seller is a party or is bound.

12.5 The Seller has no actual or constructive notice of any pending or threatened proceeding with respect to the Property.

13. Risk of Loss.

The risk of loss or damage to the Property by fire or otherwise until Closing of title is assumed by Seller.

14. Condemnation.

In the event that, on or prior to Closing, the entire Property or a substantial part thereof which, in the reasonable opinion of the Purchaser would materially affect the Purchaser's use of the Property for the Intended Use, shall have been taken by eminent domain or shall be in the process of being so taken, either party shall have the option to terminate, the Deposit shall be returned to the Purchaser, this Agreement on written notice to the other party, whereupon this Agreement shall terminate and neither party shall have any further rights or liabilities hereunder thereafter other than those provisions that expressly survive termination of this Agreement. In the event any such taking shall not include a substantial part of the Property which, in the reasonable opinion of the Purchaser, would materially affect the Purchaser's use of the Property for the Intended Use, or in the event that neither party shall terminate this Agreement pursuant to the preceding sentence, Purchaser shall accept the Property in the condition in which it is left following such taking, with an abatement of the Purchase Price measured by the proceeds of any condemnation award allowed. In the event the award has not been made or collected by Seller at the time of Closing, Seller shall assign to Purchaser at Closing all rights of Seller in the collection of such award and Purchaser shall accept the Property without abatement of the Purchase Price. The Seller warrants and represents to the Purchaser, however, that the Seller has no knowledge of any pending or threatened action for the taking of the Property.

15. Assignment.

It is expressly understood that this Agreement may not be assigned by Seller or Purchaser and any purported assignment shall be void. Notwithstanding the foregoing, Purchaser may assign any or all of its rights and obligations under this Agreement to

any one or more persons or entities affiliated with the Purchaser or principals of Purchaser and specifically created by the Purchaser for the purchase of the Property provided that such assignment is made no later than thirty (30) days prior to the Closing Date. Any permitted assignment shall be subject to the assignee providing all required State compliance documents and satisfying the terms and conditions thereunder. For purposes of the foregoing, the term “Affiliate” shall mean, with respect to a specified person or entity, a person or entity that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the specified person or entity; the term “control” means, when used with respect to any person or entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, and the terms “controlling” and “controlled” have correlative meanings.

16. Brokerage.

Seller has engaged Jackson Cross Partners, LLC (“Seller’s Broker”). Seller shall be responsible to pay any and all commissions due to Seller’s Broker only. Purchaser represents to the Seller that the Purchaser did not deal with any real estate broker or salesman in connection with this transaction. These representations shall survive the Closing or any termination of this Agreement.

17. Binding Agreement.

This Agreement shall bind not only the Seller and Purchaser but also their heirs, executors, administrators, successors and assigns.

18. Entire Agreement.

It is understood and agreed that all understandings and agreements between the parties are merged in this Agreement which alone fully and completely expresses their agreement. This Agreement may not be changed, altered or canceled orally, but only in writing signed by the parties.

19. Notices.

All notices which must be given under this Agreement are to be given either by personal service, certified mail, return receipt requested, or overnight delivery service (e.g., UPS, FedEx, USPS Next Day Mail) as follows:

Seller:  
Donna Sullivan, Vice President, Real Estate Division  
New Jersey Economic Development Authority  
36 W. State Street, P.O. Box 990  
Trenton, NJ 08625

Purchaser:  
Triple Net Investments XLIV, LLC  
171 State Route 173, Suite 201  
Asbury, NJ 08802  
Attention: Peter Polt  
[ppolt@jgpetrucci.com](mailto:ppolt@jgpetrucci.com)

With a copy to:

E. Glanz Associates  
33 Martinsville Road  
Basking Ridge, New Jersey 07920  
Attention: Evan S. Glanz, Esq.  
[evan@eglanz.com](mailto:evan@eglanz.com)

20. Defaults.

- 20.1. Default or Breach by Seller. If the Purchaser discovers prior to Closing that the Seller shall have made any representation herein that is untrue or misleading in any material respect, or if the Seller shall fail to perform any of the material

covenants and agreements contained herein to be performed by the Seller at or prior to the Closing, the Purchaser may, as its sole and occlusive remedies elect either (i) to pursue an action for actual (but not consequential) damages; or (ii) terminate this Agreement and receive a prompt refund of the Deposit not previously released to Seller.

20.2. Default or Breach by Purchaser. If the Seller discovers prior to the Closing that the Purchaser shall have made any representation herein that is untrue or misleading in any material respect, or if the Purchaser shall fail to perform any of the material covenants and agreements contained herein to be performed by the Purchaser at or prior to the Closing, the Seller, as its sole and occlusive remedy, may terminate this Agreement, whereupon the Seller shall be entitled to retain the Deposit as liquidated damages and not as a penalty.

21. Miscellaneous.

21.1. New Jersey Law.

This Agreement will be governed by and construed under the laws of the State of New Jersey. Any and all claims against the Seller based on contract law shall be made in accordance with and subject to the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.). Any and all claims against the Seller based on tort law shall be made in accordance with and subject to the provisions of the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.).

21.2. Severability.

If any of the provisions of this Agreement will be deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of this



Agreement will not be affected thereby, and every provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

21.3. Interpretive Presumptions.

Seller and Purchaser waive any statutory or common law presumption which would serve to have this document construed in favor of and/or against either party as the drafter.

21.4. Registration and/or Recordation.

Purchaser agrees that it will not register, record or file this Agreement or any memorandum thereof. Seller shall have the option to declare this Agreement null and void if this Agreement shall be registered, recorded or filed without Seller's consent.

21.5. Effectiveness of Agreement.

The submission of this Agreement for examination does not constitute an offer or option to purchase the Property, and this Agreement shall become effective as an Agreement only upon execution and delivery thereof by both the Seller and Purchaser.

21.6. Title and Headings.

Titles and headings are included for convenience only and shall not be used to interpret this Agreement.

21.7. 1031 Exchange.

Purchaser may elect to effectuate a "like-kind exchange" pursuant to Section 1031 of the Internal Revenue Code (the "Exchange"). Seller shall reasonably cooperate, at no out-of-pocket, third-party expense, with Purchaser in

effectuating any like-kind exchange provided that: (i) the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to either parties obligations under this Agreement; (ii) the Exchange shall be accomplished through an assignment of this Agreement, or the Purchaser's rights under this Agreement, to a qualified intermediary as defined in the Code ("Qualified Intermediary"); and (iii) the Purchaser shall pay any additional costs that would not otherwise have been incurred by either had the Purchaser not consummated its sale through the Exchange. The Seller shall not by this Agreement or acquiescence to the Exchange (1) have its rights under this Agreement affected or diminished in any manner or (2) be responsible for compliance with or be deemed to have warranted to the Purchaser that the Exchange in fact complies with § 1031 of the Code. Purchaser shall indemnify and hold harmless the Seller from any and all losses, costs, expenses, and damages associated with the participation in the Exchange.

22. Open Public Records Act.

The Seller will work to maintain confidentiality of information received under this Agreement; however, the Purchaser expressly acknowledges that Seller is subject to the provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq. and the New Jersey Open Public Records Act, ("OPRA"), N.J.S.A. 47:1A-1 et seq. and is bound by the requirements of both and relevant case law. The fully executed Agreement can be released to the public under OPRA or the common law right to know as established under New Jersey case law. The Purchaser may designate specific information as not subject to

disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when a good faith legal and/or factual basis for such assertion exists. Any proprietary and/or confidential information contained in the Agreement or other documentation submitted to Seller will be redacted by Seller; however, Seller reserves the right to make a determination as to what is proprietary or confidential, and will advise the Purchaser accordingly. Seller will not honor any attempt by the Purchaser to designate this entire Agreement or its entire submission as proprietary, confidential and/or to claim copyright protection for its entirety. In the event of any challenge to the Purchaser's assertion of confidentiality to which Seller does not concur, the Purchaser shall be solely responsible for defending its designation and Seller shall have no responsibility therefore

23. Political Campaign Contributions.

23.1 For the purpose of this Section 21, the following shall apply to the Purchaser and any assignee(s) and is defined as follows:

a) "Contribution" means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act" P.L. 1973, c. 83 (C.10:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq., a contribution made to a legislative leadership committee, a contribution made to a municipal political party committee or a contribution made to a candidate committee or election fund of any candidate for or holder of the office of Lieutenant Governor. Currently, contributions in excess of \$300 during a reporting period are deemed "reportable" under these laws.

b) "Business Entity" means:

i. a for-profit entity as follows:

A. in the case of a corporation: the corporation, any officer of the corporation, and any person or business entity that owns or controls 10% or more of the stock of corporation;

B. in the case of a general partnership: the partnership and any partner;

C. in the case of a limited partnership: the limited partnership and any partner;

D. in the case of a professional corporation: the professional corporation any shareholder or officer;

E. in the case of a limited liability company: the limited liability company and any member;

F. in the case of a limited liability partnership: the limited liability partnership and any partner;

G. in the case of a sole proprietorship: the proprietor; and

H. in the case of any other form of entity organized under the laws of this State or other state or foreign jurisdiction: the entity and any principal, officer, or partner thereof;

ii. any subsidiary directly or indirectly controlled by the business entity;

iii. any political organization organized under section 527 of the Internal Revenue Code is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and

iv. with respect to an individual who is included within the definition of business entity the individual's spouse or civil union partner, and any child residing with the individual, provided, however, that, PL 2005, c.51 shall not apply to a contribution made by such spouse, civil union partner, or child to a candidate for whom the contributor is entitled to vote or to a political party committee within whose jurisdiction the contributor resides unless such contribution is in violation of section 9 of P.L. 2005, c. 51 (C.19:44A-20.1 et seq.) ("Chapter 51").

c) PL 2005, c.51 – means Public Law 2005, chapter 51 (C. 19:44A-20.13 through C. 19:44A-20.25, inclusive) as expanded by Executive Order 117 (Gov. Corzine, September 24, 2008).

23.2 The terms, restrictions, requirements and prohibitions set forth in P.L. 2005, c. 51 are incorporated into this Agreement by reference as material terms of this Agreement with the same force and effect as if P.L. 2005, c. 51 were stated herein its entirety. Compliance with P.L. 2005, c. 51 by Purchaser shall be a material term of this Agreement.

23.3 Purchaser hereby certifies to the Authority that commencing on and after October 15, 2004, Purchaser (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) has not solicited or made any Contribution of money, pledge of Contribution, including in-kind Contributions, that would bar a contract agreement between Purchaser and the Authority pursuant to P.L. 2005, c. 51. Purchaser hereby further certifies to the Authority that any and all certifications and disclosures delivered to the Authority by Purchaser (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) are accurate, complete and reliable. The certifications made herein are

intended to and shall be a material term of this Agreement and if the Treasurer of the State of New Jersey determines that any Contribution has been made in violation of P.L. 2005, c. 51, the Authority shall have the right to declare this Agreement to be in default.

23.4 Purchaser hereby covenants that Purchaser (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) shall not knowingly solicit or make any contributions of money, or pledge of a contribution, including in-kind contributions, to a candidate committee or election fund of any candidate or holder of the public office of Governor of New Jersey or to any New Jersey state or county political party committee prior to the expiration or earlier termination of this Agreement. The provisions of this Section 21.4 are intended to and shall be a material term of this Agreement and if the Treasurer of the State of New Jersey determines that any Contribution has been made by Purchaser (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) in violation of P.L. 2005, c. 51, the Authority shall have the right to declare this Agreement to be in default.

23.5 In addition to any other Event of Default specified in the Contract Documents, the Authority shall have the right to declare an event of default under this Agreement if: (i) Purchaser (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits a Contribution in violation of P.L. 2005, c. 51, (ii) Purchaser (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) knowingly conceals or misrepresents a Contribution given or received; (iii) Purchaser (or any of its principals, subsidiaries and political organizations included within the definition of

Business Entity) makes or solicits Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) Purchaser (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits any Contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) Purchaser (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) engages or employs a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any Contribution, which if made or solicited by Purchaser (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) directly would violate the restrictions of P.L. 2005, c. 51; (vi) Purchaser (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) funds Contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) Purchaser (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) engages in any exchange of Contributions to circumvent the intent of P.L. 2005, c. 51; (viii) Purchaser (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) directly or indirectly through or by any other person or means, does any act which would violate the restrictions of P.L. 2005, c. 51; or (ix) any material misrepresentation exists in any Political Campaign Contribution Certification and Disclosure which was delivered by Purchaser to the Authority in connection with this Agreement.

23.6 Purchaser hereby acknowledges and agrees that pursuant to P.L. 2005, c. 51, Purchaser shall have a continuing obligation to report to the Office of the State Treasurer, Political Campaign Contribution Review Unit of any Contributions it makes during the term of this Agreement. If after the effective date of this Agreement and before the entire Contract Price is paid by the Purchaser, any Contribution is made by Purchaser and the Treasurer of the State of New Jersey determines such Contribution to be a conflict of interest in violation of P.L. 2005, c. 51, the Authority shall have the right to declare this Agreement to be in default.

The Seller and Purchaser have signed this Agreement for Sale of Property as of the date first written above.

**Attest:**

**NEW JERSEY ECONOMIC  
DEVELOPMENT AUTHORITY,  
Seller**

---

Donna T. Sullivan  
Vice President, Real Estate Division

---

Timothy J. Lizura  
President/COO

**Attest:**

**TRIPLE NET INVESTMENTS  
XLIV, LLC, Purchaser**

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Name:  
Title:

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[insert name]  
[insert title]



**EXHIBIT A: METES AND BOUNDS**

**[to be attached]**