

CITY OF VINELAND, NJ

RESOLUTION NO. 2023- 207

RESOLUTION AUTHORIZING THE EXECUTION OF A MULTI-PARTY AGREEMENT BY AND BETWEEN THE COUNTY OF CUMBERLAND, CUMBERLAND COUNTY IMPROVEMENT AUTHORITY, RURAL DEVELOPMENT CORPORATION AND THE CITY OF VINELAND FOR CONSTRUCTION OF IMPROVEMENTS TO THE CUMBERLAND COUNTY FAMILY SHELTER, MAYS LANDING ROAD, VINELAND, NEW JERSEY.

WHEREAS, the Mayor and City Council of the City of Vineland recognize that homelessness is a serious national issue and effects every city, including Vineland and that as of January 25, 2022 a total of 6,631 households, including 8,754 persons, were experiencing homelessness in the state of New Jersey and of the 6,631 homeless households counted in New Jersey, 998 (15%) were families with at least one child under the age of 18 and one adult; and

WHEREAS, Rural Development Corporation, a not-for-profit entity operates the Cumberland Family Shelter (Shelter) located at 6140 Mays Landing Road in Vineland which provides needed services for the homeless population in Cumberland County including temporary shelter, food and social services; and

WHEREAS, the Shelter consists of four major buildings of which only three are occupied at the present time and they are predominately used for women, men and women with children, but there exists no facility for family shelter so as to keep the family structure intact during the time of need;

WHEREAS, the City of Vineland and Cumberland County Board of Commissioners (County) recognize the importance of keeping a family together as a unit for support and the care for their children and wish to assist Rural Development Corporation with the construction and rehabilitation of the fourth unoccupied structure for temporary family sheltering (Project); and

WHEREAS, the City is the recipient and administrator of a block grant from the United States Department of Housing and Urban Development under the Home American Rescue Plan and has agreed to contribute up to Two Million (\$2,000,000.00) dollars of its funds towards the cost of the Project and the County is the recipient of Coronavirus Local Fiscal Recovery Funds from the American Rescue Plan and has agreed to contribute up to Two Hundred Thousand (\$200,000.00) Dollars of its funds towards the cost of the Project; and

WHEREAS, Rural Development Corporation is applying for a grant from the Department of Community Affairs of which Approximately Four Hundred Eighteen Thousand Four Hundred Seventy-Eight (\$418,478.00) Dollars shall be contributed towards the cost of the Project; and

WHEREAS, the Cumberland County Improvement Authority (Authority) has agreed to provide project and construction management services for the Project in accordance with a Shared Services Agreement presently effective between the Authority and County

CITY OF VINELAND, NJ

WHEREAS, the Parties recognize the benefits and economies to be achieved by utilizing shared services and combined funding for the Project that can be done more efficiently in combination then separately and the Parties are authorized, pursuant to the Uniform Shared Services Consolidation Act, N.J.S.A.40A: 65-1, et seq., to enter into a shared services agreement with any other local unit to provide or receive any service that each local unit could perform on its own.

WHEREAS, the Parties intend upon entering into a Multi-Party Agreement for the Project as is more fully set forth in the Agreement attached hereto and made a part hereof; and

WHEREAS, the Parties wish to outline their respective duties and obligations relative to the payment and construction of the Project including the security for the investment being made by the City and County to assure the purpose of the funding is met.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are hereby authorized to enter into a Multiparty Agreement with the County of Cumberland, Cumberland County Improvement Authority and Rural Development Corporation for the design, construction and rehabilitation of an existing building located at 6140 Mays Landing Road Vineland, New Jersey for a Family shelter to serve the needs of the families facing homelessness in Cumberland County in the forma and substance as set forth in the attached Agreement.

BE IT FURTHER RESOLVED that the Mayor, Clerk and Solicitor are authorized to execute any and all Notes, Mortgage Documents and other such closing documents as are necessary for the completion of the Project and to secure the funding as set forth in said Agreement.

Adopted:

President of Council

ATTEST:

City Clerk

MULTI-PARTY AGREEMENT
Cumberland Family Shelter
Building 3

THIS AGREEMENT (this “**Agreement**”) made as of this ____ day of ____, 2023 by and among CUMBERLAND COUNTY, a body politic of the State of New Jersey with an address of 164 W. Broad Street, Bridgeton, New Jersey 08302 (the “**County**”), the CITY OF VINELAND, a political subdivision of the state, with offices located at 640 E. Wood Street, Vineland, New Jersey 08360 (the “**City**”), RURAL DEVELOPMENT CORPORATION with offices at [_____] (the “**Owner**”) and the CUMBERLAND COUNTY IMPROVEMENT AUTHORITY, a body politic and corporate with offices at 745 Lebanon Road, Millville, New Jersey 08332 (the “**Authority**”, and together with the County, the City and the Owner, the “**Parties**”):

RECITALS

WHEREAS, the Owner is currently the owner and operator of the Cumberland Family Shelter (the “**Shelter**”) that is located at 6140 Mays Landing Road and also known as Block 7406, Lot 2 on the tax map of the City of Vineland, County of Cumberland, State of New Jersey (the “**Property**”); and

WHEREAS, the Shelter consists of four buildings, one of which is known as Building 3 (the “**Site**”) that currently remains unoccupied and vacant; and

WHEREAS, the Parties have determined that there is an unmet need for non-congregate housing at the Shelter to accommodate family or family units; and

WHEREAS, the Parties intend to make certain improvements to renovate the Site to accommodate approximately 6-8 non-congregate units that will be utilized by the Shelter for families and family units (as further defined herein, the “**Project**”); and

WHEREAS, the Owner is applying for a grant from the Department of Community Affairs of which approximately [Four Hundred Eighteen Thousand Four Hundred Seventy-Eight Dollars (\$418,478.00)] would be made available to use for the Project as disbursed further herein (the “**DCA Grant**”); and

WHEREAS, the County intends to contribute up to Two Hundred Thousand Dollars (\$200,000.00) of funding, made available through the provision of Coronavirus Local Fiscal Recovery Funds from the American Rescue Plan Act, Pub. L. No. 117-2 (the “**County Funds**”) to pay for certain pre-construction and soft costs of the Project; and

WHEREAS, the City is the recipient and administrator of a block grant from the United States Department of Housing and Urban Development (“**HUD**”) under the Home American Rescue Plan (the “**HOME-ARP Program**”) enacted under Title II of the Cranston-Gonzalez National Affordable Housing Act (Title II, Pub. L. 101-625, approved November 28, 1990, 104 Stat. 4094-4128, 42 U.S.C. 12701-12839) (“**NAHA**”) and intends to use no more than Two Million

Dollars (\$2,000,000.00) of same (the “**HOME Funds**”) to finance a portion of the costs of the Project: and

WHEREAS, the Owner will utilize the foregoing funds to bid out and enter into construction contracts for the Project; and

WHEREAS, pursuant to a Shared Services Agreement (the “**County-Authority Shared Services Agreement**”) dated June 26, 2018, between the Authority and the County and Resolution 2022-326 adopted at a formal meeting of the Board of County Commissioners on May 24, 2022, the County engaged the services of the Authority to share services relating to the various economic development projects and initiatives, including the oversight of the initial design consultants for the renovation and improvement to the Site which costs shall be reimbursed to the Authority; and

WHEREAS, pursuant to a Service Agreement (the “**Owner-Authority Service Agreement**”) dated _____, 2023, between the Owner and the Authority, the Owner will engage the services of the Authority to provide construction management services to the Project, including, administrative oversight over the completion of the design work, plans and specifications, contract documents, and construction phase services for the Project (together with the services provided un the County-Authority Shared Services Agreement, the “**Authority Services**”); and

WHEREAS, the Parties recognize the benefits and economies to be achieved by utilizing shared services for the performance of services that can be done more efficiently in combination than separately; and

WHEREAS, the Parties desire to enter into this Agreement in order to memorialize the terms and conditions of the DCA Grant, County Funds, and HOME Funds to help pay for the Project and the construction management services by the Authority in order to undertake and complete the Project.

NOW THEREFORE, for and in consideration of the mutual covenants herein, all other good and valuable consideration, and intending to be legally bound hereby, the Parties agree as follows:

Section 1. The Project. The “Project” shall consist of renovations and improvements to the Site substantially as described in Exhibit A attached hereto and made a part hereof for the purpose of creating approximately 6-8 non-congregate units that will be utilized by the Shelter for families and family units. The initial budget and project milestones for the Project are attached hereto as Exhibits B and C, respectively. The Project design, scope, budget, and milestones may be amended or changed by the Parties in writing or in accordance with the Shared Services Agreements. All changes must be approved by all of the Parties, including any separate agreements between the Owner, County and Authority as the Parties recognize that the terms thereof have been relied upon in the execution of this Agreement.

Section 2. County Funding. The County has agreed to receive and disburse the County Funds in an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) for the benefit

of the Project. Subject to the provisions of Section 4 herein, the Parties shall use the County Funds for professional, engineering, and pre-construction costs. The Parties agree that prior to the use of any HOME Funds for construction costs, all County Funds related to the Project shall be exhausted and depleted to zero. The Owner, in issuing contracts to be paid for by County funds, must ensure compliance with the Uniform Guidance (Title 2 of the Code of Federal Regulations, Section 200) and the New Jersey Local Public Contracts Laws (N.J.S.A. 40A:11-1 et seq.), as applicable. The County is required to consent by resolution to the award of contracts prior to the Owner entering into a contractual arrangement or other form of commitment with any vendor paid by County Funds.

Section 3. DCA Grant. Upon receipt of the DCA Grant, the Owner shall use same to pay for heating, ventilation and air conditioning, and related equipment for the Project. The use of the DCA Grant shall be subject to any and all applicable DCA regulations relating thereto.

Section 4. City Administration of HOME Funds. The City shall designate and allocate only the HOME Funds toward the balance of design, professional fees and project soft costs, construction and completion of the Project. The expenditure of HOME Funds is subject to federal and HUD deadlines and requirements. This Agreement shall incorporate by reference the applicable regulations promulgated under the HOME Investment Partnerships Program 24 CFR Parts 91 and 92 and all expenditures of the HOME Funds shall comply with such guidelines. As a condition to the use of the HOME Funds, the City shall require the Owner to deed restrict the Site to affordability controls for a period of no less than ten (10) years or as otherwise provided in the HOME-ARP Program. The Project must be operated by the Owner in accordance with these provisions. In furtherance thereof, the Owner shall enter into a Grant Agreement (the “**HOME Grant Agreement**”) with the City in a form approved by the City and HUD. All affordability controls shall be imposed prior to the commencement of any work on the Project and shall comply with all terms and conditions of the HOME-ARP Program. The Owner, in issuing contracts to be paid for with the HOME Funds, must ensure compliance with the Uniform Guidance (Title 2 of the Code of Federal Regulations, Section 200) and the New Jersey Local Public Contracts Laws (N.J.S.A. 40A:11-1 et seq.), as applicable. The City is required to consent by resolution to the award of contracts prior to the Owner entering into a contractual arrangement or other form of commitment with any vendor paid by the HOME Funds.

The City shall secure all necessary HUD and local approvals for the use of the HOME Funds in accordance with this Agreement. The City shall be solely responsible for administering the HOME Funds in accordance with the HOME-ARP Program. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS SUBJECT TO AND CONDITIONED UPON HUD AND LOCAL APPROVALS FOR THE USE OF THE HOME FUNDS IN ACCORDANCE WITH THIS AGREEMENT.

Section 5. Authority Services. The Authority has agreed to provide project and construction management services for this Project. The Authority Services shall be provided in accordance with the terms of the Shared Services Agreement. Notwithstanding the foregoing, The Parties acknowledge that the Owner shall be undertaking the bid and award of all construction or vendor contracts, which shall be in accordance with all federal, state and local laws and regulations. The Authority is solely providing the management and oversight services described herein.

The Parties shall cooperate with the City to prepare any supporting information or documentation required for disbursement of the HOME Funds. The City shall be responsible for disbursing HOME Funds to the Owner for making payments to contractors and vendors for Project-related expenses after approval by all Parties.. The Owner shall submit detailed back-up material for all invoices for disbursement of all funding for the Project and all Parties shall agree on such disbursements prior to payment.

As construction manager, the Authority shall submit, after consultation and coordination with the Parties, all financial and performance reports as required under the HOME-ARP Program. As construction manager, the Authority shall store all records related to the Project at its offices and make the same available to the Parties and their agents for inspection for [three (3)] years after final payment has been received on the Project.

As construction manager, the Authority shall take responsibility for oversight of all the civil engineer's on-going communications and coordination with the Pinelands Commission and any other local authorities with jurisdiction over the Site and the Project.

Section 6. Limited Funding. All of the Parties understand and agree that the scope of work to be completed on the Project will be determined by the amount of the DCA Grant, HOME Funds and County Funds available. The Authority shall consult with the Parties in good faith to prioritize the work to be completed and/or reduce the scope of work to be completed, based upon available funding. No Party shall be required to provide additional funding unless agreed to in advance in writing by such Party. In the event any Party receives information regarding the cost of the Project exceeding the available monies for Project-related expenses, notice shall be given in writing to all Parties and no approvals shall be given to any contractor or vendor for such additional Project-related expense unless agreed to in advance in writing by all Parties.

Section 7. Mortgage and Deed Restrictions. As a condition for the financing and development contemplated under this Agreement, the Owner shall execute a Construction Loan and Mortgage on the Property to secure the HOME Funds during the construction phase of the Project. which shall convert to a first priority mortgage upon the completion of the Project (collectively, the "**Mortgage**"). In addition, the Owner shall cause to be filed a Declaration of Restrictive Covenants (the "**Deed Restriction**") on the Property which shall contain therein a restriction that the Property and improvements thereon shall only be used for a 24-7 homeless shelter and not-for-profit food bank, providing necessary services to residents of Cumberland County, at no cost to persons utilizing said services with a minimum of [] beds available. The Mortgage shall state that failure to meet the restrictions within the Deed Restriction shall be deemed a default in the Mortgage.

Section 8. Events of Default.

a. Authority Events of Default. For purposes of this Agreement, each of the following events shall constitute an event of default by the Authority after the passage of applicable cure or grace periods (each an "**Authority Event of Default**"):

i. default in the performance or observance of any of the obligations, agreements, or conditions of the Authority hereto to be kept, observed, and performed under this Agreement and continuation of such Authority Event of Default after written notice thereof by another Party hereto for a period of thirty (30) days, or if same cannot be cured within such thirty (30) day period, a longer period of time required, provided that the Authority is diligently proceeding with a cure;

ii. any material representation made hereunder which shall be false or misleading in any material respect when made by the Authority;

iii. the filing of a petition by the Authority in bankruptcy or the filing of a petition in bankruptcy against the Authority which is not dismissed within ninety (90) days after such filing, or if the Authority is adjudged to be bankrupt or determined to be insolvent or if the Authority seeks reorganization or liquidation under any federal or State bankruptcy laws, or if the Authority makes an assignment for the benefit of creditors; and

iv. a default, past any applicable grace or cure periods, under the terms of the County-Authority Shared Services Agreement or the Owner-Authority Service Agreement.

b. County Events of Default. For purposes of this Agreement, each of the following events shall constitute an event of default by the County (each a “**County Event of Default**”):

i. default in the performance or observance of any of the covenants, obligations, agreements, or conditions of the County hereto to be kept, observed, and performed under this Agreement and continuation of such County Event of Default after written notice thereof to the County by another party hereto for a period of thirty (30) days or if same cannot be cured within such thirty (30) day period, a longer period of time required, provided that the County is diligently proceeding with a cure;

ii. any material representation made hereunder which shall be false or misleading in any material respect when made by the County; and

iii. the filing of a petition by the County in bankruptcy or the filing of a petition in bankruptcy against the County which is not dismissed within ninety (90) days after such filing, or if the County is adjudged to be bankrupt or determined to be insolvent or if the County seeks reorganization or liquidation under any federal or State bankruptcy laws, or if the County makes an assignment for the benefit of creditors.

iv. a default, past any applicable grace or cure periods, under the terms of the County-Authority Shared Services Agreement.

c. City Events of Default. For purposes of this Agreement, each of the following events shall constitute an event of default by the City (each a “**City Event of Default**”):

i. default in the performance or observance of any of the covenants, obligations, agreements, or conditions of the City hereto to be kept, observed, and performed under this Agreement and continuation of such City Event of Default after written notice thereof to the

City by another party hereto for a period of thirty (30) days or if same cannot be cured within such thirty (30) day period, a longer period of time required, provided that the City is diligently proceeding with a cure;

ii. any material representation made hereunder which shall be false or misleading in any material respect when made by the City;

iii. the filing of a petition by the City in bankruptcy or the filing of a petition in bankruptcy against the City which is not dismissed within ninety (90) days after such filing, or if the City is adjudged to be bankrupt or determined to be insolvent or if the City seeks reorganization or liquidation under any federal or State bankruptcy laws, or if the City makes an assignment for the benefit of creditors; and

iv. a default, caused by the City and within the City's control past any applicable grace or cure periods, under the terms of the HOME Grant Agreement.

d. Owner Events of Default. For purposes of this Agreement, each of the following events shall constitute an event of default by the Owner (each a "**Owner Event of Default**"):

i. default in the performance or observance of any of the covenants, obligations, agreements, or conditions of the Owner hereto to be kept, observed, and performed under this Agreement and continuation of such Owner Event of Default after written notice thereof to the Owner by another party hereto for a period of thirty (30) days or if same cannot be cured within such thirty (30) day period, a longer period of time required, provided that the Authority is diligently proceeding with a cure;

ii. the filing of a petition by the Owner in bankruptcy or the filing of a petition in bankruptcy against the Owner which is not dismissed within ninety (90) days after such filing, or if the Owner is adjudged to be bankrupt or determined to be insolvent or if the Owner seeks reorganization or liquidation under any federal or State bankruptcy laws, or if the Owner makes an assignment for the benefit of creditors;

iii. a default past any applicable grace or cure periods, under the terms of the HOME Grant Agreement or any other obligations relating to the County Funds, DCA Grant or HOME Funds; and

iv. a default, past any applicable grace or cure periods, under the terms of the Owner-Authority Service Agreement or the HOME Grant Agreement.

e. Remedy on Default. Upon the happening and continuance of an Event of Default under this Agreement, and provided that written notice of the Event of Default has been provided to the defaulting party by any non-defaulting Party, and the Event of Default has not been cured (or attempted to be cured), any Party hereto may proceed to protect and enforce its rights hereunder by taking such action at law or in equity it deems necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant by the defaulting party under this Agreement.

f. Limitation on Waivers.

i. No delay or omission to exercise any right or remedy available upon the happening and continuance of any Event of Default shall impair any such right or remedy or shall be construed to be a waiver thereof, but any such right and remedy may be exercised from time to time and as often as may be deemed appropriate.

ii. In the event any covenant, agreement, or condition contained in this Agreement shall be breached by a Party and thereafter waived by another Party, such waiver shall not bind any Party that has not waived the breach and shall be limited to the particular breach so waived and shall not constitute a waiver of the same breach on a future occasion.

g. Rights Cumulative. All rights and remedies given or granted to any Party hereunder are cumulative, nonexclusive, and are in addition to any and all rights and remedies that such party may have by reason of any law, statute, ordinance, or otherwise.

Section 9. Miscellaneous.

a. Term of Agreement. This Agreement shall terminate, unless agreed to by the parties in writing, upon the satisfaction of all terms and conditions contained in this Agreement by the Parties.

b. Notices. Unless otherwise specified herein, all notices, requests or other communications to or upon the respective parties hereto or referred to herein shall be deemed to have been given (a) in the case of notice by letter, when delivered by hand or four (4) days after the same is deposited in the mails, first-class postage prepaid, , and (b) in the case of notice by telecopy, when sent, receipt confirmed, addressed to them as follows, when emailed, when sent to the address below and a read receipt is received from the sender, or at such other address or email address as any of the parties hereto may designate by written notice to the other parties hereto:

If to the Authority: Cumberland County Improvement Authority
Attn: Gerard Velazquez III, President/CEO
745 Lebanon Road, Millville, New Jersey 08332
Phone: (856) 825-3700
Email: jvelazquez@theauthoritynj.com

To the County: County of Cumberland
c/o Harold U. Johnson, Business Administrator164
W. Broad St.
Bridgeton, New Jersey 08302
Phone: (856) 453-2125
Email: haroldjo@cumberlandcountynj.gov

To the City: The City of Vineland
Attn: Sandra Forosisky, Director of Economic Dev.
P.O. Box 1508
640 E. Wood Street
Vineland, New Jersey 08362
Phone: (856) 794-4100
Email: sforosisky@vinelandcity.org

To the Owner: Rural Development Corporation
[ADDRESS]
[ADDRESS]

To the Owner: Rural Development Corporation, Inc.
Attn: Jill Lombardo-Melchiorre, Executive Director
6140 Mays Landing Road
Vineland, NJ 08361
Phone: (856) 300-5751
Email: jill@ruraldevelopmentcorp.org

c. Amendments. This Agreement may not be amended or modified for any reason without the written consent of the Parties.

d. Successors and Assigns. The obligations of the respective parties hereto may not be assigned or delegated to any other person without the consent of the other Parties hereto.

e. Heading for Reference Only. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

h. No Personal Liability. No covenant, condition or agreement contained in the Agreement, shall be deemed to be the covenant, condition or agreement of any past, present or future elected official, officer, agent or employee of the Parties, in their individual capacity, and neither the elected officials, officers, agents or employees of the Parties, nor any officials executing this Agreement, shall be liable personally on this Agreement by reason of execution hereof by such person or arising out of any transaction or activity relating to this Agreement.

i. Severability. If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

j. Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

k. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey.

Section 10. Dispute Resolution All disputes that may arise between the Parties regarding the interpretation or application of this Agreement and the legal effect of this Agreement will, to the exclusion of any court of law, be arbitrated and determined by a board of arbitrators, unless the Parties can resolve the dispute by mutual agreement. Any Party will have the right to submit any dispute to arbitration sixty (60) days after the other Party or Parties have been notified as to the nature of the dispute if applicable, after any cure period. If the dispute goes to arbitration, each Party must select one arbitrator and the two arbitrators selected must jointly select a third arbitrator. The arbitration will be governed by the rules of the American Arbitration Association. The arbitration proceeding will be governed by the statutes of the State of New Jersey, and the proceeding will be held in the City of Vineland, New Jersey. Despite anything to the contrary contained in the above-mentioned rules and statutes, the Parties consent that any papers, notices, or process necessary or proper for the institution or continuance of, or relating to any arbitration proceeding, or for the confirmation of an award and entry of judgment on any award made, including appeals in connection with any judgment or award, may be served on each of the Parties by registered mail addressed to the Party at the principal office of the Party specified herein, or by personal service on the Party in or without the above-mentioned state. The Parties recognize and consent to the above-mentioned arbitration association's jurisdiction over each and every one of them. Said arbitration determination shall be binding on all Parties.

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IN WITNESS WHEREOF, the Parties have placed their signature and appropriate seals on the day and year mentioned on the first page of this Agreement.

WITNESS

COUNTY OF CUMBERLAND

NAME:
TITLE:

DOUGLAS ALBRECHT
Commissioner Director

WITNESS

CITY OF VINELAND

NAME:
TITLE:

ANTHONY FANUCCI
MAYOR

WITNESS:

CUMBERLAND COUNTY
IMPROVEMENT AUTHORITY

NAME:
TITLE:

GERARD VELAZQUEZ, III
President/CEO

WITNESS

RURAL DEVELOPMENT
CORPORATION

NAME:
TITLE:

Jill Lombardo-Melchiorre
Executive Director

EXHIBIT A
The Project

EXHIBIT B
Project Budget

EXHIBIT C
Project Milestones