

**#1225-01: AUTHORIZATION TO EXECUTE AMENDMENT TO THE SUPPORTING OR EXECUTING PARTNER AGREEMENT WITH NEW JERSEY TRANSIT CORPORATION**

To help ensure the functionality of intercity and commuter rail infrastructure between New Jersey and New York and throughout the Northeast Corridor (the “**NEC**”), New Jersey and New York created the Gateway Development Commission (“**GDC**”) through the enactment of parallel legislation by each state codified as the Gateway Development Commission Act (2019 N.Y. Laws, Ch. 108 and N.J.S.A. 32:36-1, et seq.) (collectively, the “**GDC Act**”).

The GDC Act empowers the Commission to “enter into, execute and deliver contracts and agreements and other documents and instruments as may be necessary or appropriate to carry out any power of the Commission under this act and to otherwise accomplish any lawful purpose which the commissioners determine will Facilitate the Project, including, without limitation, with the federal government, the state of New Jersey, any local government thereof, the state of New York, with any local government thereof, with any agency, instrumentality, department, commission or authority of any one or more of the foregoing, any bi-state agency, Amtrak, any individual or private firm, entity or corporation, or with any one or more of them.” 2019 N.Y. Laws, Ch. 108, Section 2(7)(e); N.J.S.A. 32:36-8(e).

Section 3.06 of the GDC Bylaws provides that “[t]he Board may delegate in whole or in part any power, authority, discretion or obligation to any Officer, in each case to the extent to which the Board deems appropriate.”

Accordingly, on February 3, 2023, the State of New Jersey, the State of New York, the National Railroad Passenger Corporation (“**Amtrak**”), and the GDC entered into a Project Development Agreement (“**PDA**”) in order to establish their respective roles and responsibilities with respect to the funding, financing, right-of-way acquisition, procurement, delivery, and operation of the Hudson Tunnel Project (“**HTP**”).

As further described in the PDA, the delivery of individual work packages of the HTP may be implemented pursuant to agreements between the GDC and certain “Supporting or Executing Partners” as defined in Section 3.02(a) of the PDA (hereinafter “**SEP**”).

Pursuant to the terms of the PDA and Board Resolution 1023-02 approved on October 16, 2023, GDC and New Jersey Transit Corporation (“**NJ TRANSIT**”) entered into an SEP Agreement dated October 31, 2023 in order to establish their roles and responsibilities with respect to certain services that NJ TRANSIT would provide in support of the delivery of the New Jersey surface alignment for the HTP (“**Package 3**”) (the “**NJ TRANSIT SEP Agreement**”).

GDC and NJ TRANSIT desire to amend the NJ TRANSIT SEP Agreement to provide for the acquisition of property beyond Package 3 to support the Hudson Tunnel Project and a protocol for reimbursement of NJ TRANSIT property acquisition costs and related expenses, an execution version of which is attached hereto as Exhibit A.

Pursuant to the foregoing report, the following resolution was adopted, with Commissioners [INSERT NAMES HERE] voting in favor, and Commissioners [INSERT NAMES HERE] voting against:

**RESOLVED**, that the GDC Chief Executive Officer or Executive Vice President is authorized to take any and all actions consistent with this Resolution, and to make, execute, and deliver in the name and on behalf of GDC Amendment 1 to the NJ TRANSIT SEP Agreement, and to take all other steps necessary to comply with the terms and conditions, provide day-to-day direction of the contemplated services, and take any other action necessary to effectuate the NJ TRANSIT SEP Agreement as amended.

**RESOLVED**, that the GDC Chief Executive Officer or Executive Vice President or designee may enter and execute any documents on behalf of GDC in connection with administration or performance of the NJ TRANSIT SEP Agreement in their discretion, and any such documents having been executed prior hereto are hereby ratified.

**RESOLVED**, that the GDC Chief Executive Officer or Executive Vice President are authorized to delegate, in writing, the authority to perform the obligations of the NJ TRANSIT SEP Agreement as may be required to other officers or employees of GDC provided that the Chief Executive Officer or Executive Vice President provides notice in writing to the Co-Chairs and Vice Chair of the Board of such delegation, and any delegations of authority having occurred prior hereto are hereby ratified.

**EXHIBIT A**

**AMENDMENT 1 to NJ TRANSIT SEP AGREEMENT**

**AMENDMENT NO. 1**  
**to**  
**SUPPORTING OR EXECUTING PARTNER AGREEMENT**  
**For**  
**NEW JERSEY SURFACE ALIGNMENT (PACKAGE 3)**  
**FOR THE HUDSON TUNNEL PROJECT**  
**By and Between**  
**GATEWAY DEVELOPMENT COMMISSION**  
**And**  
**NEW JERSEY TRANSIT CORPORATION**

THIS AMENDMENT No. 1 to the SUPPORTING OR EXECUTING PARTNER AGREEMENT (“Amendment 1”) is made effective as of \_\_\_\_\_, 2025 (the “Effective Date”), by and between, New Jersey Transit Corporation, a public instrumentality of the State of New Jersey (“NJ TRANSIT”), and the Gateway Development Commission, a public authority and a government sponsored authority by the State of New Jersey and the State of New York (“GDC”). NJ TRANSIT and GDC are collectively referred to herein as the “Parties” or in the singular each as “Party”, as the context requires.

**WITNESSETH:**

**WHEREAS**, the Parties entered into the Supporting or Executing Partner Agreement (“Agreement”) on October 31, 2023, to address the rights and responsibilities with respect to Package 3 of the Hudson Tunnel Project, as those terms are defined in that Agreement; and

**WHEREAS**, the Agreement requires NJ TRANSIT to acquire all surface and subsurface property required for the operations, construction, and maintenance of the property located in New Jersey required for the Project (“NJ HTP Parcels”); and

**WHEREAS**, NJ TRANSIT and Amtrak entered into a Funding Agreement for the Purchase of Real Property Interests for the Hudson Tunnel Project (“Amtrak Funding Agreement”) on September 1, 2022, wherein Amtrak committed to compensate NJ TRANSIT for the NJ HTP Parcels; and

**WHEREAS**, NJ TRANSIT received a total of \$22,800,000 from Amtrak, no further payments are due NJ TRANSIT from Amtrak, and NJ TRANSIT and Amtrak intend to terminate the Amtrak Funding Agreement after execution of this First Amendment by the Parties; and

**WHEREAS**, the Parties now wish to amend the Agreement with this Amendment 1 to address the compensation for the NJ HTP Parcels;

**WHEREAS**, by resolution dated [insert date], the GDC Board of Commissioners (the “**GDC Board**”) delegated authority to the Chief Executive Officer or Executive Vice President to amend the Agreement; and

**WHEREAS**, GDC shall submit a revised Real Estate Acquisition Management Plan to the Federal Transit Administration as lead agency with the Federal Railroad Administration, that includes a termination of the Funding Agreement and this Amendment 1.

**NOW THEREFORE**, in consideration of the mutual covenants and promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged to be adequate, the Parties hereto do hereby agree as follows:

1. Recital L in the Agreement is amended as follows in bold:

By resolution dated October 16, 2023, the GDC Board of Commissioners (the “GDC Board”) has authorized GDC to enter into this Agreement with NJ TRANSIT to provide certain construction management, project management support, field support, and other technical assistance, **property acquisition for the operations, construction and maintenance of the Work and HTP**, and advisory services as more fully described herein (the “NJ TRANSIT Services”) associated with the delivery of the Work **and the HTP**;

2. **SECTION 7.02(g)**. Section 7.02 of the Agreement is amended to add the following:

(g) For the avoidance of doubt, GDC will provide funding to and reimburse NJ TRANSIT for the NJ TRANSIT Services associated with NJ TRANSIT’s acquisition of the NJ HTP Parcels and shall include, but are not limited to, any compensation paid by NJ TRANSIT to property owners, engineering services, environmental remediation and/or consulting services, attorney fees, court costs, litigation costs, including all reasonable costs for expert reports, expert witnesses, settlement costs, property appraisals, filing fees, relocation costs required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, N.J.S.A. 20:4-1 *et seq.* and N.J.S.A. 27:7-72 *et seq.*, and just compensation as determined by a court of law, subject to: (i) Section 5.04 which requires the availability of funds, (ii) NJ TRANSIT’s compliance with Appendix A, Section 1.01(a)(ii) which requires NJ TRANSIT to comply with all applicable federal, state, and local laws, and all applicable USDOT rules and guidance documents in the acquisition, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), and 49 C.F.R. Part 24, and (iii) NJ TRANSIT’s compliance with Section 7.03(c) which requires reasonable supporting records and data necessary for GDC to secure reimbursement from federal and other funding sources of any payments to be made to NJ TRANSIT for providing the NJ TRANSIT Services.

3. Section 7.03(d) is added as follows:

For the acquisition costs of the NJ HTP Parcels, NJ TRANSIT will invoice GDC for the anticipated acquisition costs of NJ HTP Parcels, as needed, in a format approved by GDC, and GDC shall, within thirty (30) days of receipt, pay such invoices. NJ

TRANSIT shall deposit these funds into a segregated account (“Account”) to be utilized by NJ TRANSIT for payment of NJ HTP Parcel acquisition costs.

NJ TRANSIT shall advise GDC in writing on a monthly basis of payments made from the Account, including an itemization and basis of payments and a justification of all costs for the NJ HTP Parcels in relation to fair market value, and shall provide GDC with reasonable documentation of costs incurred in connection with the NJ HTP Parcel costs so that GDC may properly account for those costs in connection with its obligations to federal agencies and otherwise.

After NJ TRANSIT’s acquisition and payment of all costs of NJ HTP Parcels, any funds remaining in the Account shall be returned by NJ TRANSIT to GDC.

4. Except as amended herein in this Amendment 1, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties hereto have hereby executed, sealed, and delivered this Agreement by and through their duly authorized representatives as of the date first set forth above.

**NJ TRANSIT CORPORATION**

---

Name:

Title:

**GATEWAY DEVELOPMENT COMMISSION**

---

Name:

Title:

**#1225-02: AUTHORIZATION OF DELEGATION OF AUTHORITY TO INCREASE CONTRACT GDC23-002**

To help ensure the functionality of intercity and commuter rail infrastructure between New Jersey and New York and throughout the Northeast Corridor (the "**NEC**"), the State of New Jersey ("**New Jersey**") and the State of New York ("**New York**") created the Gateway Development Commission ("**GDC**") through the enactment of parallel legislation by each state codified as the Gateway Development Commission Act (2019 N.Y. Laws, Ch. 108 and N.J.S.A. 32:36-1, et seq.) (collectively, the "**GDC Act**").

The GDC Act empowers the Commission to "enter into, execute and deliver contracts and agreements and other documents and instruments as may be necessary or appropriate to carry out any power of the Commission under this act and to otherwise accomplish any lawful purpose which the commissioners determine will Facilitate the Project, including, without limitation, with the federal government, the state of New Jersey, any local government thereof, the state of New York, with any local government thereof, with any agency, instrumentality, department, commission or authority of any one or more of the foregoing, any bi-state agency, Amtrak, any individual or private firm, entity or corporation, or with any one or more of them." 2019 N.Y. Laws, Ch. 108, Section 2(7)(e); N.J.S.A. 32:36-8(e).

Section 3.06 of the GDC Bylaws provides that "[t]he Board may delegate in whole or in part any power, authority, discretion or obligation to any Officer, in each case to the extent to which the Board deems appropriate."

Accordingly, on February 3, 2023, New Jersey, New York, the National Railroad Passenger Corporation ("**Amtrak**"), and GDC entered into a Project Development Agreement ("**PDA**") in order to establish their respective roles and responsibilities with respect to the funding, financing, right-of-way acquisition, procurement, delivery, and operation of the Hudson Tunnel Project ("**HTP**").

As further described in the PDA, the HTP has been organized into certain work packages, which may be updated or changed from time to time. The Tonnelle Avenue bridge and utility relocation project (the "**Tonnelle Ave. Project**") is a critical early work package of the HTP and involves the relocation of utilities and the construction of a new roadway bridge for Tonnelle Avenue in North Bergen, New Jersey. The new roadway bridge is located immediately above a new railroad right-of-way, which allows for a connection to the new tunnel portal at the western slope of the New Jersey Palisades and provides access between the staging sites on either side of Tonnelle Avenue. The Tonnelle Ave. Project is anticipated to be substantially completed on October 31, 2025.

By Resolution 0923-01, the Board authorized the GDC Chief Executive Officer to enter into Contract GDC23-002 to Conti Civil, LLC ("**Conti**") in an amount not to exceed \$28,584,120.00 (referred to as "**Contract GDC23-002**") plus five percent for contingencies.



New Jersey Surface Alignment (“**Package 3**”) includes critical early work (the “**P3 Early Work**”) that must be performed while procurement of Package 3 is pending because environmental restrictions will commence in March and affect P3 Early Work activities. An increase of Contract GDC23-002 is the most expeditious way to allow early work for Package 3 to be completed and will protect the Package 3 schedule. P3 Early Work will be removed from the scope of the Package 3 contract when awarded.

Pursuant to the foregoing report, the following resolutions were adopted, with Commissioners [INSERT NAMES HERE] voting in favor, and Commissioners [INSERT NAMES HERE] voting against:

**RESOLVED**, that the GDC Chief Executive Officer, Executive Vice President or Deputy Chief Administration – Procurement are delegated authority to negotiate, finalize and execute with Conti Civil, LLC an amendment to, and to increase, GDC Contract GDC23-002 in an amount not to exceed \$2,750,000, plus five percent for contingencies for the performance of the P3 Early Work.

**RESOLVED**, that the GDC Chief Executive Officer, Executive Vice President or Deputy Chief Administration – Procurement are authorized to take any and all actions consistent with this Resolution, and to make, execute, and deliver in the name and on behalf of GDC an amendment to Contract GDC23-002 for Conti to perform the P3 Early Work, and to take all other steps necessary to comply with the terms and conditions of Contract GDC23-002, as amended.

**RESOLVED**, that the GDC Chief Executive Officer, Executive Vice President or Deputy Chief Administration – Procurement are authorized to delegate, in writing, the authority to authorize, approve, create, amend, manage, and/or terminate Contract GDC23-002 as may be required to other officers or employees of GDC provided that the Chief Executive Officer or Executive Vice President provides notice in writing to the Co-Chairs and Vice Chair of the Board of such delegation, and any delegations of authority having occurred prior hereto are hereby ratified.

**RESOLVED**, that the GDC Chief Executive Officer, Executive Vice President or Deputy Chief Administration – Procurement or their designee may enter and execute any documents on behalf of GDC in connection with administration or performance of Contract GDC23-002 in their discretion, and any such documents having been executed prior hereto are hereby ratified.

**#1225-03: ADOPTION OF GATEWAY DEVELOPMENT COMMISSION'S FINAL ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2026**

The Gateway Development Commission (the “**Commission**” or “**GDC**”) is a public authority and government sponsored authority created through the enactment of parallel legislation by the States of New York and New Jersey codified as the Gateway Development Commission Act (2019 N.Y. Sess. Laws Ch. 108 and 2019 N.J. Sess. Law Serv. Ch. 195) (collectively, the “**GDC Act**”).

The GDC Act provides that the Commission “shall prepare a detailed annual operating budget”, and further provides that a “preliminary annual operating budget shall be made publicly available on the Commission's website each fiscal year and a final annual operating budget shall be made publicly available on the Commission's website each fiscal year.”

The GDC Act notes that “[t]he time with which such preliminary annual operating budget and final annual operating budget shall be made public during each fiscal year shall be determined by the Commission.”

Commission staff prepared a proposed operating budget for Fiscal Year 2026 that was published on the Commission’s website on December 5, 2025 in accordance with the GDC Act.

The operating budget forecasts spending of \$77,567,714. The operating budget will provide necessary support for salaries of current staff, hiring of additional staff, professional services necessary to support and supplement the work of Commission staff, and other administrative expenses necessary to support the Commission’s operations, as further detailed in **Exhibit A**.

The Commission desires to adopt the proposed operating budget as the final annual operating budget for Fiscal Year 2026.

Pursuant to the foregoing report, the following resolutions were adopted, with Commissioners [INSERT NAMES HERE] voting in favor, and Commissioners [INSERT NAMES HERE] voting against:

**RESOLVED**, pursuant to the Act, the Commission adopts the Operating Budget attached hereto as **Exhibit A** in the amount of \$77,567,714 as the final annual Operating Budget for Fiscal Year 2026; and

**RESOLVED** that the GDC CEO is authorized to expend, in the normal course of business, the funds necessary to meet GDC’s obligations, essentially in accordance with this final annual Operating Budget for Fiscal Year 2026 Resolution and attachment; and

**RESOLVED**, that the GDC CEO is authorized to take any and all actions consistent with this Resolution and to make, execute, and deliver in the name of and on behalf of GDC all instruments,

agreements, certifications, and all other documents as may be required or contemplated by the foregoing with respect to the GDC Operating and Funding Agreements with the State of New York, the State of New Jersey, and Amtrak, containing such terms as the GDC CEO and applicable staff deems necessary and advisable in order to effectuate the foregoing transactions, as well as any additional agreements or other actions that may be necessary related to the disposition of existing and unused Fiscal Year 2025 funding, and any actions taken prior hereto are hereby ratified; and

**RESOLVED**, that the GDC CEO and applicable staff will report back to the Board once GDC and the State of New York, the State of New Jersey, and Amtrak have executed and/or updated the respective GDC Operation and Funding Agreements.

**EXHIBIT A**

# 2026 Proposed Administrative Budget

Administrative Expenses	
Staff	\$ 21,079,752
Professional Support Services	23,957,963
Administration and Contingency	2,340,000
Office Equipment, Services and Supplies	190,000
Sub -Total Administrative Expenses	\$ 47,567,714
Interest on Short Term Facility	
	\$30,000,000
Total Budgeted Expenses	\$77,567,714