

RESOLUTION
Of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2012-145

Council Meeting Date: 05-14-2012

Date Adopted: 05-14-2012

TITLE: RESOLUTION PROVIDING FOR THE INSERTION OF ANY SPECIAL ITEM OF REVENUE IN THE 2012 BUDGET PURSUANT OF N.J.S. 40A:4-87 CHAPTER 159, P.L. 1948

Councilperson Lesnewich submitted the following resolution, which was duly seconded by Councilperson Cucco.

WHEREAS, N.J.S. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the Budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the Budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount.

NOW THEREFORE BE IT RESOLVED the Mayor and Borough Council of the Borough of New Providence, County of Union and State of New Jersey, hereby requests the Director of the Division of Local Government Service to approve the insertion of item of revenue in the Budget of 2012 in the sum of \$6,600.00, which item is now available as revenue from the Union County Open Space, Recreation & Historic Preservation Trust Fund

BE IT FURTHER RESOLVED that a like sum, be and the same is hereby appropriated under the captions of:

Greening Union County 2012 Tree Grant	\$6,600.00
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BE IT FURTHER RESOLVED that two (2) certified copies of this resolution be furnished to said Director of Local Government Services.

APPROVED, this 14th day of May, 2012.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
CUCCO	X			
GALLUCCIO	X			
GENNARO	X			
LESNEWICH	X			
MUÑOZ			X	
ROBINSON	X			
HERN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 14th day of May, 2012.

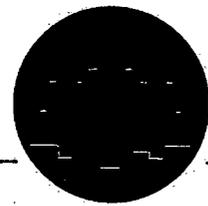
Wendi B. Barry, Borough Clerk

Borough Of New Providence
County Of Union
State Of New Jersey

J. Brooke Hern, Mayor



UNION COUNTY



OPEN SPACE, RECREATION & HISTORIC PRESERVATION TRUST FUND

30 JAN 12 AM 11:18

January 27, 2012

Mayor J. Brooke Hern
Borough of Providence
360 Elkwood Avenue
New Providence, New Jersey 07974

Re: Greening Union County Agreement

Dear Mayor,

On behalf of the Union County Board of Chosen Freeholders, I am pleased to forward the enclosed documents to you as we formalize our partnership in the Greening Union County Grant Program.

Enclosed, herewith, please find one (1) fully executed original agreement for your records. If you should have any questions please do not hesitate to contact me at (908) 558-2277.

I look forward to working with you to continue the committed partnership between your municipality and the County of Union.

Very truly yours,

Victoria Durbin-Drake 

Victoria Durbin-Drake
Trust Fund Administrator

ADMINISTRATION BUILDING

Elizabethtown Plaza Elizabeth, NJ 07207 (908) 558-2278 fax (908) 527-4704 www.ucnj.org

We're Connected to You

GREENING UNION COUNTY GRANT PROGRAM AGREEMENT

THIS AGREEMENT made and entered into this 30TH day of DEC. 2011, by and between the COUNTY OF UNION, a Body Politic of the State of New Jersey, having its principal place of business at the Union County Administration Building, Elizabethtown Plaza, Elizabeth, New Jersey 07207, (hereinafter the "County") and the **Borough of New Providence**, a Body Politic of the State of New Jersey, having its principal place of business at 430 Park Avenue, Scotch Plains, New Jersey 07076, (hereinafter the "Municipality"). **GRANT AWARD \$6,600.00**

WHEREAS, the Board of Chosen Freeholders of the County desires to implement a program known as "Greening Union County" (hereinafter the "Program");

WHEREAS, the Program's purpose is intended to improve the environment through lower air pollution, improving the air quality, lowering energy costs and improving the overall quality of life.

WHEREAS, through the grant initiative every tree purchased by the Municipality will be matched by Union County, tree for tree, complete with installation by forestry professionals with a one-year maintenance guarantee.

WHEREAS, the parties hereby desire to set forth the terms and conditions under which the parties will participate in the Program:

Now in consideration of the mutual covenants and agreements the parties do hereby agree as follows:

1. The parties do hereby acknowledge that the Program application by the Municipality, attached hereto and made a part hereof as Appendix 1, has been submitted, reviewed and approved by the County.

2. The Municipality shall use the funds from the Program only for Program eligible projects as listed and approved in the Program application.
3. The Municipality shall present a contract with a successful bidding vendor. In the event the Municipality does not use the County's vendor, verification of competitive bids or three quotes must be provided to the County.
4. The Municipality shall provide the County with a copy of the Resolution authorizing the Municipality to participate in the Program.
5. The site of the Program shall be designated by the Union County Open Space, Recreation & Historic Preservation Trust Fund after review of the map supplied by the Municipality depicting the location of installation of requested trees.
6. Upon execution of this agreement, the Municipality consents to the placement of a sign that reads, "Greening Union County. A Service of the Union County Board of Chosen Freeholders. Your Trust Fund Dollars at Work For You!" Signage shall be designed and installed by Union County's Bureau of Traffic and Maintenance.
7. The parties further acknowledge that the matching contribution of the Municipality has been satisfied and will continue to be satisfied throughout the length of the contract, by in kind services and/or cash.
8. The Municipality shall be responsible for full payment to the successful vendor for the program. Upon the satisfaction of the County request for any and all back-up documentation the County

shall reimburse the Municipality consistent with the guidelines of the application.

9. The Municipality agrees to obtain any and all necessary licenses and permits required by Federal, State, County or local law or ordinance, prior to the first disbursement of funds.

10. Where the Municipality participates in the County cooperative bid, the County shall reimburse the Municipality up to fifty percent (50%) of the cost of the tree order. In the alternative, the Municipality may use a vendor of their own selection where the specifications, installation and one-year maintenance criteria are satisfied. In such event, where the cost of the Municipality-selected vendor exceeds the cost of the County-selected vendor, the County shall reimburse the Municipality up to fifty percent (50%) of the County-selected vendor cost. If the cost of the Municipality-selected vendor is below that of the County-selected vendor, the County shall reimburse the Municipality up to fifty percent (50%) of the cost of the actual tree order.

11. The Municipality acknowledges and agrees that it will comply with all relevant requirements of the Local Fiscal Law and the Local Public Contracts Law, together with any and all relevant rules and regulations.

12. The Municipality shall assure that any vendor performing work on the Program, or any ancillary work, is not listed on the New Jersey, Department of Labor Debarment List for failing to pay prevailing wages. The Municipality shall assure vendor complies with all requirements of the Prevailing Wage Law.

13. The County's Compliance Officer shall serve as monitor/inspector of all work in reference to this Program.

14. The Municipality agrees that it will utilize its best efforts to complete its Program within a reasonable time after securing funds for the completion of the Program.
15. At completion of the Program, the County reserves the right to examine the Program to determine its overall conformance with the Program application submitted and approved and with the goals and objectives of the Program.
16. In the event the Municipality determines not to move the Program to completion, it shall immediately notify the County.
17. In the event the Municipality fails to comply with the terms of the Program or this agreement, the County reserves the right to request a return of grant funding paid by the County.
18. The Municipality, as a grantee, and its employees, agents, representatives, contractors, subcontractors, vendors and suppliers are, for all purposes arising out of the Agreement, independent parties and not employees of the County. It is expressly understood and agreed that the Municipality, as a grantee, and its employees, agents, representatives, contractors, subcontractors, vendors and suppliers shall in no event, as a result of the Agreement, be entitled to any benefit to which County employees are entitled, including but not limited to, overtime, retirement benefits, workers' compensation benefits and injury leave or other leave benefits.
19. The Municipality shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorneys fees, arising out of resulting from the performance of any work related to the "Greening

Union County" Grant Program, which is attributable to personal injury, including bodily injury, property damage, including the work itself, and the loss of use resulting therefrom, or the loss of use of tangible property, which has not been physically injured, or destroyed, and is caused in whole or in part by an act or omission of the Municipality, or any contractor, subcontractor, or vendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

20. No term or provision of the Agreement shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall not be a waiver of the provision itself nor a waiver or consent to any subsequent breach. The headings of articles, paragraphs and sections in the Agreement are included for convenience only and shall not be considered by either party in construing the meaning of this Agreement.

21. It is expressly agreed that the provisions set forth in the Municipality's Program application, and this Agreement constitutes the entire understanding and agreement between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth here or in the Program application are of no force and effect.

22. The Municipality agrees to comply with all applicable laws and regulations.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

N. Dirado
NICOLE L. DIRADO, CLERK
Board of Chosen Freeholders

COUNTY OF UNION

BY Alfred J. Faella
ALFRED J. FAELLA
County Manager

APPROVE AS TO FORM:

[Signature]
ROBERT E. BARRY, COUNTY COUNSEL

NEW PROVIDENCE
MUNICIPALITY

ATTEST:

Wendy B. Barry
WENDY B. BARRY, CLERK

J. Brooke Herz
J. BROOKE HERZ, MAYOR

