

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2015-405

Council Meeting Date: 11-16-2015

Date Adopted: 11-16-2015

TITLE: RESOLUTION ACCEPTING A GRANT FROM THE HAZARDOUS DISCHARGE SITE FOR REMEDIATION FUND PUBLIC ENTITY PROGRAM THROUGH THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY AND THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

Councilperson Muñoz submitted the following resolution, which was duly seconded by Councilperson Galluccio.

WHEREAS, the Borough of New Providence has applied for and has been awarded a grant in the amount of \$74,015.00 from the Hazardous Discharge Site Remediation Fund Municipal Grant Program through the Department of Environmental Protection and the New Jersey Economic Development Authority for the remedial investigation along with report preparation of the Ping Wang property;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Borough of New Providence that the above referenced grant is hereby accepted, and the Mayor and the Administrator are hereby authorized to execute grant documents as authorized representatives thereunder, as the representative of the Borough of New Providence; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the New Jersey Economic Development Authority.

This Resolution shall take effect immediately.

APPROVED, this 16th day of November, 2015.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 16th day of November, 2015.

Wendi B. Barry, Borough Clerk

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

HAZARDOUS DISCHARGE SITE REMEDIATION PUBLIC ENTITY GRANT AGREEMENT

P40178
Borough of New Providence
Project Site: Ping Wang Property
Grant Award: \$74,015

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HAZARDOUS DISCHARGE SITE REMEDIATION
PUBLIC ENTITY GRANT AGREEMENT

GRANT AGREEMENT (the "Agreement") made as of this (date) _____ by and between the New Jersey Economic Development Authority, a body corporate and politic constituting an instrumentality of the State of New Jersey (the "Authority") and Borough of New Providence, a New Jersey public entity (the "Grantee").

BACKGROUND STATEMENT

Pursuant to the provisions of Brownfields and Contaminated Site Remediation Act, N.J.S.A. 58:10B-1, et seq., amending the Industrial Site Recovery Act, P.L. 1993, c.139, as amended from time to time (the "Act"), and pursuant to the regulations promulgated by the Authority thereunder, N.J.A.C. 19:31-8.1, et seq.(the "Regulations"), the Authority, in concert with the New Jersey Department of Environmental Protection (the "Department" or "DEP"), administers a financing program under which it makes grants from monies in the Hazardous Discharge Site Remediation Fund (the "Fund") to public entities for real property: 1) on which they hold a tax sale certificate; 2) that they have acquired through foreclosure or other similar means; or 3) that they have acquired, or have passed a resolution or ordinance or other appropriate document to acquire, by voluntary conveyance for the purpose of redevelopment. The site control requirement does not apply to projects located in a brownfield development area or projects seeking approval for remedial action matching grants for recreation and conservation or for affordable housing. The grant monies are used to fund all or a portion of the costs of performing preliminary assessments, site investigations, remedial investigations and/or remedial actions on such real properties. Notwithstanding the above, no grant shall be awarded: unless the public entity has adopted by ordinance or resolution a comprehensive plan specifically for the development or redevelopment of contaminated or potentially contaminated real property in that municipality or can demonstrate to the Authority that a realistic opportunity exists that the subject real property will be developed or redeveloped within a three year period from the completion of the remediation.

Grants may only be awarded for real property on which there has been a discharge or suspected discharge of a hazardous substance or hazardous waste.

The Authority approved the award of a grant to Grantee in the amount of \$74,015 (the "Grant") for the Remedial Investigation along with report preparation of the Ping Wang Property (the "Project").

1. THE GRANT

1.1. The Grant

The Authority agrees, upon the terms and subject to the conditions set forth herein, to make the Grant to the Grantee for the purposes set forth herein. The Grantee agrees to accept the Grant upon the terms and subject to the conditions set forth herein and pursuant to the ACT and Regulations promulgated thereunder, and to use the proceeds of the Grant to finance the cost of the Project. The Grantee will only use the Grant for the purposes outlined in Schedule A for which the Grant was made and will adhere to all terms and conditions of the Grant Agreement and to the Act and the Regulations promulgated thereunder.

1.2. Term of Agreement

This Agreement and the respective obligations of the parties hereto shall be in full force and effect from the date hereof until the completion of the Project and all unused funds, if any, have been returned to the Authority in accordance with Section 4.1 & Schedule B, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the foregoing, the representations and covenants of Grantee in Sections 4.2 (indemnification), 4.4 (subrogation) and 5.2(c) (payment of attorneys' fees) of this Agreement shall survive expiration of the term or early termination of this Agreement.

2. GRANTEE REPRESENTATIONS

2.1. Organization of Grantee

The Grantee is a public entity of the State of New Jersey having the full legal right and authority to perform all of the undertakings of this Grant, to receive the Grant made hereunder, to execute and deliver this Agreement and to undertake and complete the Project.

2.2. Authorization of Documents

The execution, delivery and performance by the Grantee of this Grant Agreement and any other documents executed in connection with the making of this Grant:

- (a) have been duly authorized by the Grantee and duly executed, attested and delivered by authorized officers of the Grantee, and all proceedings of the Grantee's governing body authorizing the Grantee to enter into this Grant Agreement have been duly and lawfully adopted in accordance with applicable law;
- (b) do not and will not conflict with or violate any provision of law, any order of the court, or other agency of government;
- (c) do not and will not result in the creation or imposition of any lien, charge, or encumbrance of any nature other than any lien which may be imposed on project site in connection with the awarding of this grant; and

- (d) do not and will not result in the breach of the terms, conditions or provisions of any corporate restrictions or any evidence of indebtedness, agreement or instrument of whatever nature to which the Grantee is now a party or by which it is bound, or constitute a default under any of the foregoing.

2.3. Site Control, Eligibility

Grantee represents that, as of the date of this Agreement:

- A. It either 1) holds a tax sale certificate on the Project Site; 2) acquired title to the Project Site through foreclosure or other similar means; or 3) acquired title to the Project Site, or passed a resolution, ordinance or other appropriate document to acquire title to the Project Site, through voluntary conveyance for the purpose of redevelopment. (Not applicable to projects in brownfield development areas or projects for recreation and conservation or for affordable housing.)
- B. There has been a discharge or there is a suspected discharge of a hazardous substance or hazardous waste on the Project Site.
- C. It has adopted by ordinance or resolution a comprehensive plan specifically for the development or redevelopment of contaminated or potentially contaminated real property in its municipality or can demonstrate to the Authority that a realistic opportunity exists that the Project Site will be developed or redeveloped within a three year period from the completion of the remediation. Evidence of the foregoing is set forth in Schedule D (in the event a resolution was adopted).

2.4. Pending Litigation

No litigation of any nature is now pending or threatened to restrain, enjoin, or invalidate the execution of this Agreement or the performance by Grantee of its covenants and obligation thereunder.

2.5. No Defaults

The Grantee is not presently in breach or default in any material respect in the performance, observance, or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which it is a party or is otherwise bound.

2.6. Important Inducement

The availability of the Grant by the Authority as provided herein has been an important inducement to the Grantee to undertake the Project.

2.7. Use of Grant Monies

The Grant monies received by Grantee pursuant to this Agreement shall be used and applied by Grantee solely for the purpose of performing preliminary assessments, and/or site

investigations, and/or remedial investigations and /or remedial actions on the Project Site in accordance with the scope of work approved by DEP.

2.8. Compliance with Act and Regulations

As of the date hereof, Grantee is in full compliance with all the terms, conditions and requirements of the Act and the Regulations.

2.9. Verification of Project Description

The description and summary of the Project as set forth in Schedule A hereof is true, complete and correct.

2.10. Licenses and Consents

All state, federal and county governmental consents, licenses, and approvals necessary or required to prosecute the Project to completion have been obtained and are in full force and effect.

2.11. Full Disclosure

All representations, statements, and warranties of the Grantee set forth in its application to the Department or any documents delivered to the Department or the Authority by the Grantee in connection with the Grant: (i) are true, correct and complete; (ii) do not contain any untrue statement of material fact; and (iii) contain all material facts necessary to make the statements contained therein not misleading or incomplete. If at any time prior to the expiration or earlier termination of this Agreement, the Grantee becomes aware of any facts, occurrences, information, statements, or events that render any of the foregoing representations or covenants herein made untrue or materially misleading or incomplete, the Grantee shall immediately notify the Authority in writing of such facts, occurrences, information, statements or events.

2.12. Authorized Representative

Any certification or other document that Grantee is required to execute and submit to the Authority pursuant to the terms of this Agreement shall be executed by a duly Authorized Representative.

3 DISBURSEMENT OF THE GRANT

3.1. Conditions Precedent to Disbursements

A. Disbursement of Grant funds shall be subject to satisfaction of the following conditions precedent:

(1) approval by the Department of the work activities covered by such contracts, the cost of such work activities, and the amount of the Grant monies to be disbursed;

(2) approval by the Department of all previously performed work with respect to which Grant monies have already been disbursed to Grantee; and

3) any applicable requirements under the Act or Regulations promulgated thereunder.

B. Notwithstanding the foregoing: (1) no disbursement shall be made at any time that an Event of Default, as defined under Section 5.1, has occurred and is continuing under this Agreement; (2) Grantee's right to disbursement of Grant monies pursuant to this Section 3.1 shall be subject to any approvals required by the Department of the contract or contracts for which the requisition of Grant monies has been submitted; and (3) if the contract or contracts described in Schedule C includes work or activities outside the scope of the Project, then the Grant monies disbursed shall only be in the amount of the contract(s), or a portion thereof, representing the activities falling within approved scope of Project, as determined by the Department in its discretion.

3.2. Delivery of Documents

All documents required to be submitted to the Authority as a condition precedent to disbursement of the Grant shall be furnished to the Authority at its office at the address set forth in Section 6.2.

3.3. Disbursement of Grant Monies

The Authority shall, after receipt of all documents completed and in the form required, disburse the Grant monies by check via U.S. certified return receipt mail to the Grantee at the address of the Grantee set forth on Schedule A.

4. COVENANTS OF THE GRANTEE

4.1. Project Completion; Repayment of Unexpended Proceeds

A. Within ten (10) business days of completion of the Project, the Grantee shall submit to the Authority Schedule B, "Project Completion Certificate" and the "Calculation of Unexpended Proceeds Form", which shall be completed and executed by Grantee, together with a check payable to the Authority in the amount of any such unexpended proceeds.

B. The Grantee shall submit to the Authority a completed Schedule D-1 attached hereto no later than December 31st of each year until completion of the Project.

4.2. Indemnification

To the fullest extent permitted by law, the Grantee will indemnify, defend and hold harmless the Department and the Authority and their respective members, officers, employees and agents ("Indemnified Party") against any and all liability, loss, cost, damage, claims, judgment or expense of any kind the Indemnified Party may incur by reason of any claim, suit or action based upon personal injury, death or damage to property arising out of the Grantee's construction, acquisition, installation, operation or ownership of the Project or Project Site.

4.3. Diligent Prosecution

Grantee shall diligently prosecute the Project to completion and shall cause such Project

to be performed in a worker-like fashion.

4.4. Subrogation of Rights

To the extent provided in the Act, the Grantee subrogates to the Department all rights it has or may have to recover Remediation Costs, as defined in the Act and Regulations, from the discharger or other liable parties.

4.5. Compliance; Inspection

Grantee agrees that it shall provide to the Authority and the Department, as necessary or upon request, evidence that the Grant is being spent for the purpose for which it was made and evidence that it is adhering to all of the terms and conditions of the Agreement, the Act and Regulations. Grantee further agrees that it shall provide to the Authority, the Department, and their agents, access at reasonable times to the Project Site to determine compliance with the terms and conditions of the Agreement.

4.6. No Assignment

Grantee agrees that it shall not assign this Agreement, nor the Grant made hereunder, for any reason without the prior written consent of the Authority.

5. DEFAULT

5.1. Event of Default

Any one or more of the following events shall constitute an event of default of the Grantee hereunder (an "Event of Default"):

- A. Except as otherwise provided herein, failure of the Grantee to comply with any terms, covenants, promises or conditions set forth in this Agreement within thirty (30) days after notice of such failure shall be given to the Grantee by the Authority. If the failure of a condition is of such a nature that it cannot be corrected within thirty days of receiving notice, it shall not constitute an Event of Default if: (1) corrective action capable of remedying such failure in the sole opinion of the Authority is instituted by the Grantee within said thirty (30) day period and diligently pursued until the failure is corrected in the sole opinion of the Authority; and (2) the Grantee shall have certified to the Authority prior to the end of said thirty (30) day period and the Authority in its sole discretion agrees that said failure is such that it can be corrected, but not within said thirty (30) day period.
- B. Any representation or warranty made by the Grantee herein, or in any report, certificate, or financial statement furnished in connection with this Agreement, or any of the Schedules attached hereto, shall prove to have been false, incorrect, or misleading in any material respect on the date as of which made.
- C. The occurrence of an Event of Default under any other agreement entered into by

The Authority and the Grantee or any other agreement entered into by the Department and the Grantee with respect to this Grant.

- D. The Grantee is in violation of an administrative or judicial order, judgment, or consent agreement regarding violation or threatened violation of an environmental law regarding the Project Site, unless the violation, fee, penalty or assessment is currently being contested by the Grantee in a manner prescribed by law or unless the violation resulted from a lack of sufficient money to perform the required remediation activities.

5.2. Remedies

A. Available Remedies

Upon the occurrence of an Event of Default, the Authority may exercise one or more of the following remedies:

(i) terminate the Grant Agreement;

(ii) require the return of all unspent proceeds of the Grant and the repayment of all proceeds of the Grant spent by the Grantee, such repayment to be made within 10 days after receiving notice of the default from the Authority;

(iii) avail itself of all other legal or equitable remedies provided in law or equity. This includes, without limitation, the right to obtain injunctive relief or specific performance. If injunctive relief is sought, Grantee waives the requirement of posting bond.

B. No Remedy Exclusive

No remedy herein conferred or reserved by the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement. No delay or omission to exercise any right or power occurring upon any default shall impair any such right or power nor shall same be construed to be a waiver thereof, but any such right or power may be exercised from time to time as often as deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this section, it shall not be necessary to give notice, other than such notice specifically required in Section 5 hereof.

C. Agreement to Pay Attorneys' Fees and Expenses

In the event the Grantee should default under any of the provisions of this Agreement and the Authority shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of any obligation on the part of the Grantee herein contained, the Grantee agrees that it will, on demand, pay to the Authority the reasonable attorneys' fees and other expenses incurred by the Authority whether or not a lawsuit is brought.

D. No Additional Waiver Implied by One Waiver

In the event any agreements contained in this Agreement should be breached by

any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

6. MISCELLANEOUS

6.1. Limitation of Liability of Authority

In the event of default, there shall be no other recourse for damages by the Grantee against the Authority, its officers, members, agents and employees, or any of the property now or hereafter owned by it or them.

6.2. Notices

Notice hereunder shall be given in writing by personal service, by recognized overnight mail service or by certified or registered mail, return receipt requested.

If to the Authority: New Jersey Economic Development Authority
 36 West State Street
 PO Box 990
 Trenton, New Jersey 08625-0990
 Attention: Program Services
Re: Hazardous Discharge Site Remediation Public Entity Grant
 Program

If to the Grantee: As set forth on the attached Schedule A

Notices given by personal service shall be effective upon receipt. Notices given by recognized overnight mail services shall be effective upon receipt. Notices given by mail shall be deemed effective three (3) business days after the date mailed.

6.3. Severability

If any provision hereof is found by a court of competent jurisdiction to be prohibited or unenforceable, it shall be ineffective only to the extent of such prohibition or unenforceable portion, and such prohibition or unenforceable shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable, nor invalidate the other provisions hereof, all of which shall be liberally construed in order to effect the provisions of this Agreement.

6.4. Applicable Law

This Agreement shall be deemed to be a contract made in New Jersey and governed by New Jersey law.

6.5. Binding Effect

This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and the terms "Authority" and "Grantee", where the context requires, include the respective successors and assigns of such persons. The DEP shall be deemed a third party beneficiary of this Agreement.

6.6. Amendments

This Agreement may not be amended except by an instrument in writing signed by the parties.

6.7. No Warranty of Condition or Suitability by Authority

The Authority makes no warranty, either express or implied, as to the condition of the Project or any part thereof or that they will be suitable for the Grantee's purposes or needs. The Grantee acknowledges and agrees that the Authority is not a dealer in property of such kind, and that the Authority has not made, and does not hereby make, any representation or warranty or covenant with respect to the fitness for a particular purpose, condition or suitability of the Project in any respect or in connection with, or for the purposes and uses of the Grantee or its tenants.

6.8. Further Assurances

The Authority and the Grantee shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be required for carrying out the intention of or facilitating the performance of this Agreement.

6.9. Headings

The captions or headings in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any provision hereof.

6.10. Sole Agreement

This contract represents the entire and complete agreement between these parties with respect to the Grant set forth herein.

6.11 Counterparts

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6.12. Contractual Liability Act

The rights and remedies of the Grantee under this Agreement shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., the provisions of which are hereby incorporated herein by reference in their entirety.

6.13 Executed Contract.

Grantee agrees to provide both the Authority (Program Services, P.O. Box 990, Trenton, New Jersey 08625 and DEP (P.O. Box 413, Trenton, New Jersey 08625) within 120 days of the date of this Agreement, a copy of the executed contract for the Scope of Work for which this Grant is being made.

6.14 No Assignment

Recipient may not assign or transfer the whole or any part of this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement as of the date first above written.

NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY

WITNESS:

By: _____
Kathy Junghans
Finance Officer
Incentives Portfolio Management

By: _____
Lisa Petrizzi
Director
Jobs Incentives Portfolio Management

[SEAL]

Borough of New Providence

ATTEST:

By: _____

By: _____

Name: _____
Clerk

Name: Al Morgan
Mayor

P40178
Borough of New Providence
Project Site: Ping Wang Property
Grant Award: \$74,015

SCHEDULE A

PROJECT DESCRIPTION

HAZARDOUS DISCHARGE SITE REMEDIATION FUND - PUBLIC ENTITY GRANT PROGRAM

IT IS THE RESPONSIBILITY OF THE GRANTEE TO VERIFY THE FOLLOWING INFORMATION.

NJEDA APPLICATION NUMBER: P40178

Related Application Number: P09191

NAME OF GRANTEE (RECIPIENT) : Borough of New Providence**

Authorized Representative (Mayor): The Honorable Al Morgan

Contact: Douglas Marvin

Title: Borough Administrator

360 Elkwood Ave.

New Providence Boro, New Jersey 07974

Phone Number: 908-665-1400

Fax Number:

CONSULTANT FIRM NAME: Maser Consulting P.A.

Kurt Martin

American Metro Center, '100 American Metro Blvd, Suite 152

Hamilton, New Jersey 08619

Phone: 609-587-8200 Fax:

PROJECT SITE NAME:

Ping Wang Property

County: Union

43 Division Street, New Providence Boro

Block: 121 Lot: 4

ESTIMATED DEP PROJECT COSTS:

Preliminary Assessment

DEP Oversight Costs

Site Investigation

DEP Oversight Costs

Remedial Investigation

DEP Oversight Costs

\$74,015

Remedial Action

DEP Oversight Costs

TOTAL COSTS

\$74,015

TOTAL GRANT AWARD: \$74,015

AUTHORIZED USE OF GRANT PROCEEDS:

Finance Preliminary Assessment and/or Site Investigation and/or Remedial Investigation and/or Remedial Action

Payment of certain Administrative and Oversight costs

AUTHORIZED PROJECT DESCRIPTION/SCOPE: Remedial Investigation along with report preparation

**** Grant Proceeds will be made out & Mailed to the Grantee at this address**

P40178

Borough of New Providence
Ping Wang Property

SCHEDULE B

PROJECT COMPLETION CERTIFICATE

The undersigned hereby certifies as follows:

1. I am an Authorized Representative of Grantee, Borough of New Providence. I make this statement pursuant to Section 4 of the Agreement, by and between Grantor, the New Jersey Economic Development Authority and Grantee, dated as of [insert same date as date in Agreement]. (All undefined terms used herein shall have the same meaning ascribed to them in the Agreement).
2. The Project was completed as of _____. (date)
3. The Project is being operated as an authorized "Project" under the Act and as substantially as proposed in the Application. The Grant proceeds were used only for the purposes for which the Grant was made and the Grantee has adhered to all terms and conditions of the Agreement.
4. Enclosed is a check for unexpended Grant proceeds, if any as determined under the attached Calculation of Unexpended Proceeds Form, payable to the Authority in accordance with Section 4.1 of the Agreement.

(Signature): _____

Name (Print): _____

Date: _____

Title: _____

Forward to the NJ Economic Development Authority at the below address the executed Project Completion Certificate along with a check, payable to the NJEDA, for unexpended funds, if any, in the amount calculated on the **CALCULATION OF UNEXPENDED PROCEEDS FORM** attached.

New Jersey Economic Development Authority
Program Services
36 West State Street
PO Box 990
Trenton, NJ 08625-0990

SCHEDULE B

PROJECT COMPLETION CERTIFICATE (CONT'D.)

CALCULATION OF UNEXPENDED PROCEEDS FORM

DATE PROJECT COMPLETED: _____

The following actual approved project costs have been paid:

NJ DEP Oversight (actual dollars invoiced):	\$ _____
Preliminary Assessment	\$ _____
Site Investigation	\$ _____
Remedial Investigation	\$ _____
Remedial Action	\$ _____
Contingency	\$ _____
Other costs (Itemize)	\$ _____
(A) Total Project Costs Paid:	\$ _____
(B) Project Grant Amount (from Schedule A)	\$ _____
Amount to be Remitted to NJEDA (B) - (A)	\$ _____

Make checks payable to the "New Jersey Economic Development Authority" or "NJEDA" and returned with the Project Completion Certificate.

Borough of New Providence
 Ping Wang Property

**SCHEDULE C
 CERTIFICATION OF AWARDED CONTRACTS**

The undersigned hereby certifies as follows:

1. I am an Authorized Representative of the Grantee.
2. As of the date noted below, Grantee has awarded contract(s) to the contractors listed below for preliminary assessment (PA), site investigation (SI), remedial investigation (RI), or remedial action (RA) of the "Project" defined in Schedule A of the Agreement. P40178
3. Listed below are the contracts awarded. **Copies of each of said contracts are attached hereto and made a part of this certification.**
4. **Attached hereto are certified copies of each resolution(s) awarding such contract(s).**
5. All terms not defined herein shall have the means ascribed to them in the defined in the Agreement, to which this Schedule C is attached, and which was entered into by and between Grantor and Grantee, dated as of [Insert date of Agreement] _____.

Name of Contractor	Nature of Contract (PA, SI, RI, RA)	Date of Contract Award	Amount of Contract
1.			
2.			
3.			
4.			
5.			
-----	-----	TOTAL	\$

Authorized Representative
 Dated: _____

(Signature): _____
 Name(Print): _____
 Title: _____

SCHEDULE D

Hazardous Discharge Site Remediation Fund (HDSRF)

Public Entity Project Summary

Public Entity: _____ Latest Project #: _____

Site Name: _____ Site Location: _____

Size of Site: _____ Current Zoning of Site: _____

Who owns the site: Public Entity Redeveloper Private Other

Contact: _____ County: _____

Address: _____

Phone: _____ Fax: _____

Latest Application Closing Date: _____ Total grant funding to date: _____

Has the Preliminary Assessment (PA), Site Investigation (SI) and Remedial Investigation (RI) studies been completed? If not, what is the status of the work?

	Yes	No	
PA	—	—	_____
SI	—	—	_____
RI	—	—	_____

Does the site have contamination? Yes / No If **yes**, describe _____

Has the site been remediated? Yes / No If **no**, when will it be done _____

What are the projected cleanup costs? (Please circle estimated costs)

0-\$100,000 **\$100,000 - \$ 500,000** **\$500,000 - \$1,000,000** **\$1,000,000 & over**

How was the site used previous to contamination? _____

Has the site been redeveloped? Yes / No If **yes**, what is the current use? _____

If the site **has not been** redeveloped, what are the plans for redeveloping the site? _____