

**RESOLUTION**  
Of the  
**BOROUGH OF NEW PROVIDENCE**  
Resolution No. 2016-198

Council Meeting Date: 06-13-2016

Date Adopted: 06-13-2016

TITLE: RESOLUTION PROVIDING FOR THE INSERTION OF ANY SPECIAL ITEM OF REVENUE IN THE 2016 BUDGET PURSUANT OF N.J.S. 40A:4-87 CHAPTER 159, P.L. 1948 – UNION COUNTY INFRASTRUCTURE GRANT 2016

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

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 2016 in the sum of \$ 50,000.00 which item is now available as revenue from the Union County Infrastructure and Municipal Aid Grant Program

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

<b>2016 Infrastructure and Municipal Aid Grant</b>	<b>\$50,000.00</b>
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BE IT FURTHER RESOLVED, that this resolution be filed with the Director of Local Government Services.

APPROVED, this 13<sup>th</sup> day of June, 2016.

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 13<sup>th</sup> day of June, 2016.

Wendi B. Barry, Borough Clerk

**2016 INFRASTRUCTURE AND MUNICIPAL AID  
GRANT AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between the **County of Union**, a Body Politic of the State of New Jersey, having its principal offices at **Union County Administration Building, Elizabethtown Plaza, Elizabeth, New Jersey 07207**, (hereinafter the “County”) and the **Borough of New Providence** having its principal offices at 360 Elkwood Avenue, New Providence, NJ 07974 (hereinafter the “Municipality”).

**WHEREAS**, the Board of Chosen Freeholders of the County of Union desires to implement a Program known as the 2016 Infrastructure and Municipal Aid Grant Program (hereinafter the “Program”); and

**WHEREAS**, Municipality has applied for funding under the Program, and has been approved by the County for a grant award in an amount not to exceed **\$50,000.00** to be used in accordance with Program requirements; and

**WHEREAS**, the funding awarded under the Program shall be apportioned to projects designed to improve the Municipality’s roadways or infrastructure, and/or any other projects deemed necessary by the Municipality (hereinafter the “Project”); and

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

**IN CONSIDERATION** of the mutual covenants and agreements contained herein, the parties agree as follows:

**I. APPLICATION CONTENTS AND REPRESENTATIONS**

(a.) Municipality hereby acknowledges that the grant application submitted by Municipality and attached hereto and made a part hereof as **Appendix 1** is true and accurate, and that said grant application hereby represents Municipality’s intended use of the grant funds awarded under the Program. Based upon these representations, and in reliance thereon, the grant application as submitted by Municipality was approved by the County.

(b.) The parties to this Agreement acknowledge that the County requires that funds awarded under the Program be matched by Municipality. Said matching funds shall be contributed by Municipality and may come from a variety of funding sources (*i.e.*, in-kind services, municipal budget, donor, State of New Jersey, or other federal or state aid). All matching funds must be specifically related to the proposed Project and may not come from any other County source of funding.

(c.) Municipality acknowledges that the funding request set forth in its grant application does not exceed fifty (50%) percent of the total Project cost, and that Program funds may not be used for staff or municipal salaries.

(d.) Municipality acknowledges and agrees to comply with the Program Timelines and Grant Information guidelines and Conditions of Award, as found in the 2016 Infrastructure and Municipal Aid Grant Application, which are incorporated by reference herein.

(e.) Municipality acknowledges and agrees that the County is entitled to a reimbursement of any and all funds granted under this Agreement in the event it is determined by the County that the funds granted pursuant to the Program are not being used in a manner consistent with or in accordance with the Program requirements.

(f.) Municipality acknowledges and agrees that all funding awarded under this Program and governed by this Agreement must be expended by December 31, 2016.

## **II. COMPLIANCE WITH LAWS AND REGULATIONS**

Municipality acknowledges and agrees to comply with all relevant requirements of the New Jersey (i) Local Finance Law, (ii) Local Public Contracts Law, and (iii) Local Unit Pay to Play Law, together with all other relevant federal, state, and local laws and regulations. Municipality hereby represents that any vendor performing work on the Project, or any ancillary work related to same, is not listed on the New Jersey Department of Labor Department List for failing to pay prevailing wages. The Municipality shall ensure that each Project vendor complies with the requirements of the Prevailing Wage Law, and must provide proof of same when required to do so.

## **III. REPORTING REQUIREMENTS, TIMELINE FOR COMPLETION AND ADDITIONAL GRANTS**

(a.) Upon execution of this Agreement, the Municipality consents to adhere to the proposed Project timelines. Upon execution of this Agreement, the grant period shall commence.

(b.) On a bimonthly basis, the Municipality shall provide the County with a Fiscal Report/Analysis of all its expenditures under this Program.

(c.) The Municipality acknowledges and agrees that the funding provided under this Program is on a reimbursable basis, and as such, in order to release the funds, the Project (or the portion of the Project being funded by this Program) must be completed.

(d.) The Municipality acknowledges that it has until December 31, 2016 to incur and expend all grant funds awarded under this Program.

## **IV. DISPOSITION OF PROPERTY BY MUNICIPALITY\*** *\* (Applies to Field/Recreational Improvements only)*

In the event the Municipality determines not to move the Project to completion, it shall immediately notify the County. The County reserves the right to request a return of the grant monies paid.

Further, should the Municipality breach any of the terms of this Agreement, or should the Municipality or Owner(s) seek to dispose of the property which is the situs for the Project, then in that event all monies paid by the County to the Municipality and/or Owner(s) shall be refunded at the County's request and paid within sixty (60) days.

Should the monies, which are the subject of this Grant, be used for field/recreational improvement projects to be constructed/located on property other than that owned by the Municipality, as a condition precedent to the approval of this Grant, the Owner(s) must sign this Agreement.

#### **V. MISCELLANEOUS PROVISIONS**

(a.) Upon execution of this Agreement the Municipality consents to the placement of a sign acknowledging the County of Union's participation, dependent upon the type of Project funded hereunder. Signage shall be designated and installed by Union County's Bureau of Traffic and Maintenance and/or the Office of Public Information.

(b.) The Municipality consents and submits to monitoring visits by the Union County Board of Chosen Freeholders staff, or their designee(s).

(c.) At completion of the Program, the County reserves the right to examine the Project to determine its overall conformance with the application submitted and approved.

#### **VI. INDEPENDENT CONTRACTORS**

The Municipality, as a grantee, and its employees, agents, representatives, contractors, subcontractors, vendors and suppliers are, for all purposes arising out of this Agreement, independent parties and non-County employees. 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 this Agreement, be entitled to any benefit to which County employees are entitled, including but not limited to overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits, and are not to be considered employees of the County.

#### **VII. NON-WAIVER**

No term or provision of this Agreement shall be deemed waived and no breach consented to unless such waiver or consent shall be put in writing and signed by the party claimed to have waived or consented to such term or provision. The waiver of any such term or provision shall not be a waiver of the provision itself or a waiver or consent to any subsequent breach.

#### **VIII. ENTIRE AGREEMENT**

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

#### **IX. NOTICES**

Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, and if given by mail, shall be deemed sufficiently given if addressed at the address noted below:

If to County:

County of Union  
Office of the County Manager  
Union County Administration Building  
10 Elizabethtown Plaza  
Elizabeth, New Jersey 07207  
Attention: Alfred J. Faella, County Manager

With a Copy to:

County of Union  
Office of the County Counsel  
Union County Administration Building  
10 Elizabethtown Plaza  
Elizabeth, New Jersey 07207  
Attention: Robert Barry, Esq., County Counsel

If to Municipality:

**Borough of New Providence**

Attention:

With a Copy to:

If to Owner(s): *(If applicable)*

Attention:

With a Copy to:

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**ATTEST:**

**COUNTY OF UNION**

\_\_\_\_\_  
James E. Pellettiere, RMC  
Clerk of the Board

By: \_\_\_\_\_  
Alfred J. Faella  
County Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Barry, Esq.  
County Counsel

**MUNICIPALITY ATTEST:**

**BOROUGH OF NEW PROVIDENCE**

Robert E. Barry

By: Allen Morgan  
**ALLEN MORGAN**  
Print Signatory's Name

MAYOR  
Print Signatory's Title

**PROPERTY OWNER(S)**  
*(Other than the MUNICIPALITY)*

The undersigned, being the record Owner(s) of the property upon which the monies awarded under this Grant Agreement will be used to provide an improved field/recreational facility, hereby sign this Agreement and agree to be bound by its terms:

\_\_\_\_\_, Witness

\_\_\_\_\_, Owner

\_\_\_\_\_, Witness

\_\_\_\_\_, Owner

03/16