

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:

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

APPROVED, this 13th 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 13th day of June, 2016.

Wendi B. Barry, Borough Clerk

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