

1  
3



**Township Council**  
1 Municipal Plaza  
Bloomfield, NJ 07003

**Louise M. Palagano**  
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 03/21/16 07:00 PM

**2016 RESOLUTION GRANT AGREEMENTS**

**RESOLUTION AUTHORIZING APPLICATION FOR AND EXECUTION OF A COMMUNITY STEWARDSHIP INCENTIVE PROGRAM (CSIP) GRANT AGREEMENT BETWEEN THE TOWNSHIP OF BLOOMFIELD AND THE STATE OF NEW JERSEY IN THE AMOUNT OF \$30,000.00**

**WHEREAS**, the Mayor and Council of The Township of Bloomfield desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$30,000 to fund the following project: Community Forestry Program: Community Stewardship Incentive Program (CSIP) for Reforestation/Tree Planting to plant approximately 100 trees within the Township of Bloomfield as well as for care and maintenance of the planted trees.

**NOW, THEREFORE BE IT RESOLVED**, the Mayor and Council resolves that Matthew Watkins or the successor to the office of Administration is authorized (a) to make application for such a grant, (b) if awarded, to execute a grant agreement with the State for a grant in an amount not less than \$30,000 and not more than \$30,000 and (c) to execute any amendments thereto.

\* \* \* \* \*

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on March 21, 2016.

\_\_\_\_\_  
Municipal Clerk of the Township of Bloomfield

\_\_\_\_\_  
Mayor of the Township of Bloomfield

APPROVED AS TO FORM AND PROCEDURE  
ON BASIS OF FACTS SET FORTH

  
\_\_\_\_\_  
DIRECTOR OF LAW-TOWNSHIP ATTORNEY

<input checked="" type="checkbox"/> <b>Vote Record - Resolution</b>						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopt						
<input type="checkbox"/> Deny						
<input type="checkbox"/> Withdrawn						
<input type="checkbox"/> Table						
<input type="checkbox"/> Not Discussed						
<input type="checkbox"/> First Reading						
<input type="checkbox"/> Table with no Vote						
<input type="checkbox"/> Approve						
<input type="checkbox"/> Veto by Mayor						
<input type="checkbox"/> Discussion						
<input type="checkbox"/> Defeated						
<input type="checkbox"/> Discussion No Vote						
	Elias N. Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Wartyna Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Joseph Lopez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Carlos Pomares	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Michael J. Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



## State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF PARKS AND FORESTRY  
NEW JERSEY STATE FORESTRY SERVICES  
MAIL CODE 501-04  
PO BOX 420  
TRENTON, NJ 08625-0420  
TEL: 609-292-2532 FAX: 609-984-0378

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

BOB MARTIN  
*Commissioner*

November 30, 2016

Louise M. Palagano  
Township of Bloomfield  
1 Municipal Plaza  
Bloomfield, NJ 07003

Dear Ms. Palagano:

The Community Stewardship Incentive Program - Reforestation/Tree Planting Grant Agreement has been executed and a copy is enclosed for your files.

You must submit your Tree Planting & Maintenance Plan within the next six (6) months for approval to proceed with the project.

Your plan should be written in accordance with Tree Planting & Maintenance Guidelines enclosed in this package or available on our website:

[http://www.nj.gov/dep/parksandforests/forest/community/CSIP\\_requirements.pdf](http://www.nj.gov/dep/parksandforests/forest/community/CSIP_requirements.pdf)

Should you need assistance with the development or submission of your Tree Planting & Maintenance Plan, please contact the program coordinator, Carrie Sargeant, at 609.633.2320, or [Carrie.Sargeant@dep.nj.gov](mailto:Carrie.Sargeant@dep.nj.gov).

If you have any questions about the grant agreement, please contact me at (609) 777-0087 or use the email address below.

Sincerely,

Patricia Shapella

Grant Administrator

[Patricia.Shapella@dep.nj.gov](mailto:Patricia.Shapella@dep.nj.gov)

enc. Executed Copy of Grant Agreement  
ecc: Stephen Schuckman, Forester, Township of Bloomfield  
Matthew Watkins, Township Administrator  
NJ SFS Community Forestry

# Community Forestry Program

---

## Community Stewardship Incentive Program (CSIP) Grant Tree Planting & Maintenance Plan Guidelines



State of New Jersey  
Department of Environmental Protection  
State Forest Service

NJ State Forest Service | Mail Code 501-04, PO Box 420, Trenton, NJ 08625 | 609.292.2532 | [www.communityforestry.nj.gov](http://www.communityforestry.nj.gov)

**Contents**

1. INTRODUCTION .....2

2. PLANTING & MAINTENANCE PLAN.....2

3. TREE PLANTING & MAINTENANCE SPECIFICATIONS.....5

4. TREE ESTABLISHMENT REQUIREMENT & CRITERIA.....9

5. PROFESSIONAL PLAN DEVELOPMENT REQUIREMENT.....9

6. TREE PLANTING INSPECTIONS.....9

**Appendix**

a. Tree Planting Diagram.....11

b. Tree Species and Location List Example .....13

c. Example Plant Schedule Format.....14

d. Example 2-Year Maintenance Plan.....15

Additional Resources .....16

## **1. Introduction**

The following are guidelines for the development and implementation of a tree planting and maintenance plan in conjunction with a NJ State Forest Service (SFS) Community Stewardship Incentive Program (CSIP) grant proposal and award.

There are three (3) tiers of funding to support reforestation and tree planting on public property. Tier 1 will support small scale reforestation and tree planting projects. Tier 2 and tier 3 will support large scale reforestation and tree planting projects. All projects may use a portion of the grant funds to support the development of a tree planting and maintenance plan in accordance with these guidelines. A full description of this grant category is provided in the 2016 CSIP Request for Proposals (RFP).

All tree planting grant grantees must submit a tree planting and maintenance plan in accordance with these guidelines and receive State Forest Service approval of that plan within six (6) months of the effective date of the grant agreement. Grantees may use up to seven percent (7%) of the grant amount for professional services including the design of the reforestation and tree planting and maintenance plan and supervision of the tree planting contract and work.

All tree planting and maintenance plans must be developed in accordance with the most recent tree care industry standards (eg. ANSI Z60.1 and A300) for plant material, handling, shipping, planting/transplanting, and maintenance.

## **2. Planting & Maintenance Plan**

A comprehensive planting and maintenance plan must be provided and must include the following parts:

### **Planting Plan:**

- A. Landscape plan
- B. Planting locations
- C. Alternate tree locations for potential conflicts
- D. Species, size, quantity & diversity
- E. Tree delivery
- F. 2-Year maintenance plan
- G. Maps

- A. Landscape plan:** Landscape drawings must be provided for the overall project and each site where proposed tree planting is planned.
- B. Planting locations:** site specific information needs to include the planting location of the each species, the size and the quantity. The site locations do not necessarily need to have every tree mapped, a general location on the site may convey the intent of the planting. Be sure to accurately convey the planting locations, so that inspectors can readily identify the planting sites. A planting schedule detailing the scientific name, common name, size, quantity, root type and whether the tree is a fall dig hazard must accompany each site.

**C. Alternate tree locations for potential conflicts:** Grant amendments are very time consuming and taxing process and can delay a project for months. In case a conflict is found at a planting site, it is encouraged to list alternate sites in the project proposal in case a planting site is later found unsuitable.

**D. Species, size, quantity & diversity:** Include a plant schedule indicating the quantity, scientific name, common name (including cultivar name if applicable), size of the tree (caliper measurement - diameter measured 6 inches above ground level), type of root package (bare root, container or ball and burlap – B&B) and whether the species is a fall dig hazard. The SFS must approve any tree substitutions made for any cause prior to planting.

The trees selected for the planting should be of a type (species, cultivar) that will grow successfully to a full mature size in the selected planting site and minimize conflicts with the built environment.

It is also a good idea to list some alternate species in case certain species cannot be found. If alternate species are added to the list it should explain when and how they will be used. The trees must meet industry standards standards for nursery stock.

Diversity is important to creating a healthy urban forest and is encouraged. A good rule is to follow the 30/20/10 rule: In any community, no more than 30 percent of trees should be species within the same family, no more than 20 percent should be from the same genus, and no more than 10 percent should be the same species. Tree planting should include a diversity of trees species. This is for the long stability of the tree canopy within the area as a whole. The species diversity and selection needs to be justified in the planting plan.

**E. Tree delivery:** Include how trees will be accepted and rejected at the planting site from delivery. This shall include how trees will be handled at the nursery from when they are dug until they are at the planting location for that tree.

Material damaged during delivery and planting should not be accepted within reason. The trees should be protected while in transport to reduce or eliminate wind damage.

**F. 2-Year Maintenance Plan:** : Detail the work to maintain and care for the site and trees planted. This should include: watering, mulching, weed control, stake removal, insect and disease control, and any other important care to ensure the proper establishment of the trees after two years.

Provide a maintenance plan that includes a two-year maintenance schedule that outlines the work to be performed, the frequency of the work and who will carry it out. The maintenance schedule should include how the trees will be watered, weeded, mulched, protected and any other maintenance activities. SFS may advise corrective action to address any adverse conditions that will affect the required establishment.

**G. Map(s):** A map clearly representing the project site to scale delineating boundaries of the grantee's jurisdiction and the tree planting areas. Acceptable formats include:

- USGS Quad Map (1:24,000)
- Street Map – ensure that street names are clearly indicated
- Municipal tax map

### **3. Tree Planting & Maintenance Specifications**

Specifications for tree planting and maintenance must be developed and submitted in conjunction with the landscape plan. Specifications must incorporate the most recent tree care industry standards (e.g. ANSI Z60.1 and A300) for plant material, handling, shipping, planting/transplanting, and maintenance. Additional requirements for specification development are provided below.

#### **GENERAL**

Trees shall be free of damage as the result of handling or transportation. No substitution of plant material is allowed unless approved by SFS. All work shall conform to accepted horticultural practices and meet or exceed the industry standards.

#### **SCOPE OF WORK**

Work shall consist of:

1. Preparation of areas for planting
2. Furnishing and planting of specified trees
3. Maintenance of plantings

#### **LAYOUT**

All trees should be located as shown on the plans supplied. All adjustments to the plan must be authorized by the SFS. All plans should be detailed enough that someone could find the locations without a guide. Tree species substitutions are permitted with approval by the SFS.

#### **PROTECTION OF UTILITIES**

The plan should cover utility conflicts and mitigation with the tree planting and future tree growth issues that may arise. Species and locations need to be selected to minimize utility/tree conflicts. The plan must include a plan if a conflict is found in the field how the problem will be addressed including having some alternate sites. The plan should state who will be responsible for the one-call and utility mark-outs.

#### **WATER**

The plants should be thoroughly watered after planting. The plan must identify how future watering will be conducted and contingencies for droughts or long dry periods.

#### **NURSERY STOCK**

Plant species shall conform to those indicated on the site plan, planting list, and should follow standard scientific names, with horticultural names when specific varieties will be used.

All landscape nursery stock shall conform to the standard specifications of The American Standard for Nursery Stock sponsored by the American Association of Nurserymen, Inc. All trees shall be grown under climatic conditions similar to the job site for a period of not less than two (2) years immediately prior to this project. Trees being planted within municipal right of ways along streets need a minimal caliper of 1.75", this is to reduce tree damage along streets. It is recommended to use an average of 2½" caliper

between 2"-3" caliper size class. In any other areas a smaller caliper can be used. Provide justification for the size of the material and how it will be protected. If the trees will be specified to be greater than 3" caliper provide justification.

### **QUALITY**

Plants shall have the habit of growth that is normal for the species or cultivar and shall be sound, healthy, vigorous, free from insects, plant diseases and injuries or damage of any nature. An altered growth habit to reduce conflicts with the surrounding environment or for street tree height is acceptable as long as it is in the planting plan, and well justified. All plants shall be of the grades specified, without written authorization from the SFS. Please be aware of fall dig hazards and salt tolerance when selecting trees to plant.

All Ball & Burlap (B&B) plants shall have been root pruned at the nursery at least once during the three year period immediately preceding transplanting and at least one year prior to transplanting.

Bare Root and de-balled trees shall show full root growth in all directions out from the main stem. All poor and circling roots should be pruned before planting, and must meet industry standards.

All plants must be State Inspected and a copy of the "Certificate of Inspections" issued by the State Department of Agriculture at the point of origin must accompany shipments from each source.

### **SPECIES SELECTION**

Trees shall be selected to meet the size, structure, and needs for the location selected. More than one species must be selected for planting, with justification in the plan of why these species were selected. It is recommended to follow one of two rules when selecting tree species to be planted; the 30/20/10 rule or the willing to lose rule. In any community, no more than 30 percent of trees should be species within the same family, no more than 20 percent should be from the same genus, and no more than 10 percent should be the same species. The willing to lose rule is to only plant what you're able to replace of one species and what you're willing to lose of one genera in a major event.

### **SHIPMENT, DELIVERY, INSPECTION, AND ACCEPTANCE**

The grantee should reserve the right to inspect all plant material at its point of origin. Acceptance at the nursery, in which the plant is growing, prior to transplanting, should not preclude rejection at the site for just cause.

The plant material to be delivered should be covered with a tarp, protected from weather and be adequately packed to avoid breakage, sun scald, windburn, desiccation and other damage during loading and shipment. All measures customary in good trade practices shall be taken to keep the plants in good condition. Documented information on when the tree was dug, and how it was held at the nursery before shipment shall be given to the grantee's professional and can be presented to the SFS upon request. No plants should be planted until they have been inspected and approved on the site by the grantee's professional.

All bare root trees shall be dug and shipped during tree dormant periods. The dormant period is after the first major frost after leaf-drop, and before the swelling of the buds. If bare root stock is to be held longer than two (2) days before shipping, or to be held one day after receiving shipment, storage method needs to be mentioned in the plan. Trees should be planted before the dormant period is over, unless a Missouri Gravel Bed System or similar systems is used then trees can be planted after the dormant period. The method that will be used to keep the roots moist and protected prior to planting must be mentioned in the plan. The roots must be kept moist and never allowed to dry out.

#### **TIME OF PLANTING**

Planting operations should be performed within the planting season when weather and soil conditions are suitable and in accordance with the acceptable local practice. Trees should be installed during the following fall and spring seasons depending upon the location of the proposed trees.

Fall	Aug 15 – Dec 15	Evergreen Trees
	Oct 15 – Dec 15	Deciduous Trees
Spring	Mar1 – May 15	All Trees

It is advisable to ensure that fall dig hazard species are identified and avoided in the schedule for fall planting.

#### **PLANTING**

Unless otherwise specified within the specifications, all work shall conform to accepted horticultural practices. Plants shall be protected upon arrival to the site by being thoroughly watered and properly maintained until properly planted and watered. Unplanted stock shall be "healed-in" a bed of material approved by the municipal tree expert upon delivery to the site unless they will be planted within four (4) hours after delivery.

All trees shall be planted in pits two (2) times the diameter of the rootball . The depth of the pits shall be at the proper depth so that the root flare is at the level of the neighboring ground in a level planting area. On slopes the tree should be planted so that the top of the root ball after the root flare is exposed is at the same level of the adjacent highest point of the hole. The tree should be centered in the hole and then back filled one-half the depth of the soil ball with topsoil. The backfill shall be lightly but thoroughly tamped and well watered. The remainder of the hole is then to be backfilled with topsoil to a depth that after settling will assure the tree will be at the same level it was previously growing at in the nursery. The tree should be well watered again before mulch is placed over the surface of the root ball.

A tree planting diagram is provided in Appendix A for reference.

**Additional planting specifications** Any planting specifications that go beyond the standard tree planting specifications must be listed. All plantings should note if the tree will be staked and wired or not. Trees will be expected to be replaced if found planted with wire baskets or any other materials that will not decay within two months after planting found in, on or around the root ball.

#### **GUYING, STAKING AND WRAPPING**

Staking is not required with B&B or containerized tree material, however stakes should be required for bare-root or de-balled trees. The installation of tree stakes and supporting materials should be done to those trees that the municipal tree expert deems necessary. Tie materials should have some type of protection for the tree, and a minimal of 2 fingers will easily fit on the tension side of the tree ties. Damage caused by wiring may cause a tree to fail the establishment inspection. Material should be removed after one growing season and before the next spring. Materials must be removed before the final inspection.

#### **PLANTING PREPARATIONS**

Prior to backfilling, balled and burlapped trees shall have burlap and twine removed from around the trunks, stems and tops of the balls. **Wire baskets should be removed from the root balls before the trees are set in the planting pit by cutting with any tool that does not destroy or injure the tree roots.** The burlap shall be peeled back off the top two-thirds of the root ball; soil shall be removed from the top of the root ball to expose the root flare.

#### **MULCHING**

All tree pits and planting beds should be mulched to a depth of 2"-3" with shredded hardwood bark mulch or compost. Mulch should be free of debris and placed around all plantings at the time of planting to a depth no higher than three inches (3"). Care shall be exercised to keep mulch more than four inches (4") away from the trunk of the tree.

#### **PRUNING**

If the trees need any pruning the cut must follow industry standards and be kept to a minimum. Any pruning should be brought to the attention of the SFS. Trees selected at the nursery must have fully sealed wounds and not need pruning to meet specifications. Any dead, diseased or damaged branches should be pruned.

#### **4. TREE SURVIVORSHIP & ESTABLISHMENT CRITERIA**

All trees must be healthy and established two (2) years after planting. The tree planting and maintenance plan must address the replacement of trees to satisfy this requirement. The following criteria are general conditions and characteristics used by SFS to determine that a tree is established. SFS makes the final determination on whether a tree is established.

- The terminal or topmost shoot, the central leader, of the tree is alive (species specific characteristic).
- Two-thirds (2/3) or more of a tree's canopy is alive and healthy (a branch or shoot is dead when no live cambium is present in the stem).
- There are no major wounds on the trunk or root collar. A major wound occurs when one-third or more of the cambium is injured over the circumference of the bole.
- There is no major insect, disease or fungal infestation or affliction.
- Adventitious stems and/or roots are not present.
- There are no j-roots or girdling roots.

Final payment under the grant will be contingent upon satisfaction of the establishment requirement.

## **5. Professional Plan Development Requirement**

All planting and maintenance plans should be prepared by a NJ Certified Tree Expert, Certified Arborist, Certified/Approved Forester, licensed Landscape Architect, or other professional as appropriate. The professional's qualifications must be included with the plan submission.

## **6. Tree Planting Inspections**

The purpose of SFS inspections is to ensure that the implementation of the tree planting grant is in accordance with the approved plan, and the required survivability threshold is attained.

SFS may perform a minimum of three (3) inspections to monitor the grantee's compliance with the approved tree planting and maintenance plan. These inspections include:

- 1. Initial Tree Quality and Planting Inspection** - This inspection verifies the planting of the required number of trees under the grant agreement, and that the trees meet the specifications for quality and planting in the approved plan. This inspection may take place throughout the delivery and installation of the trees.

SFS must be notified at least seven (7) business days prior to the anticipated start date for tree delivery and planting. Any plant material or tree planting that does not conform to the specifications of the approved plan should be rejected by the grantee. Trees that do not conform in form and planting methods to the approved plan specifications may not be counted toward the survivorship threshold.

SFS must be notified in writing by the grantee when the entire tree planting is complete. A final plant list based on the actual planting, and an as-built drawing indicating final planting locations must be provided to SFS. SFS will issue a Notice of Planting Completion after all the required information is received, and the planting complies with the approved plan. The date of this Notice will trigger the two-year establishment period for the project.

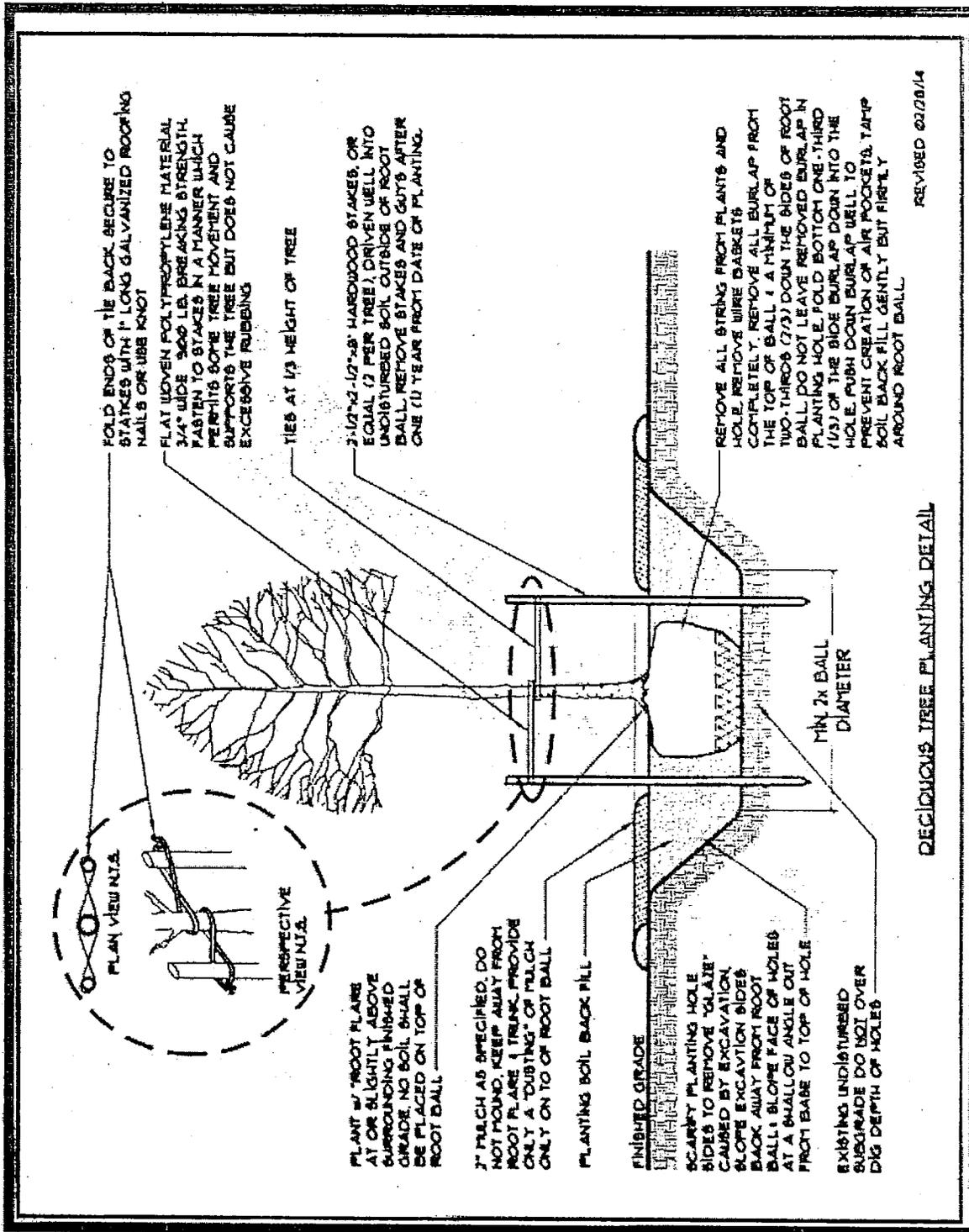
- 2. Year-1 Tree Establishment Inspection** - This inspection verifies that the required maintenance is taking place according to the specifications in the approved plan, and that the trees are on track for meeting the survivorship threshold for the final inspection. This inspection occurs one (1) year following the issuance of the Notice of Planting Completion.

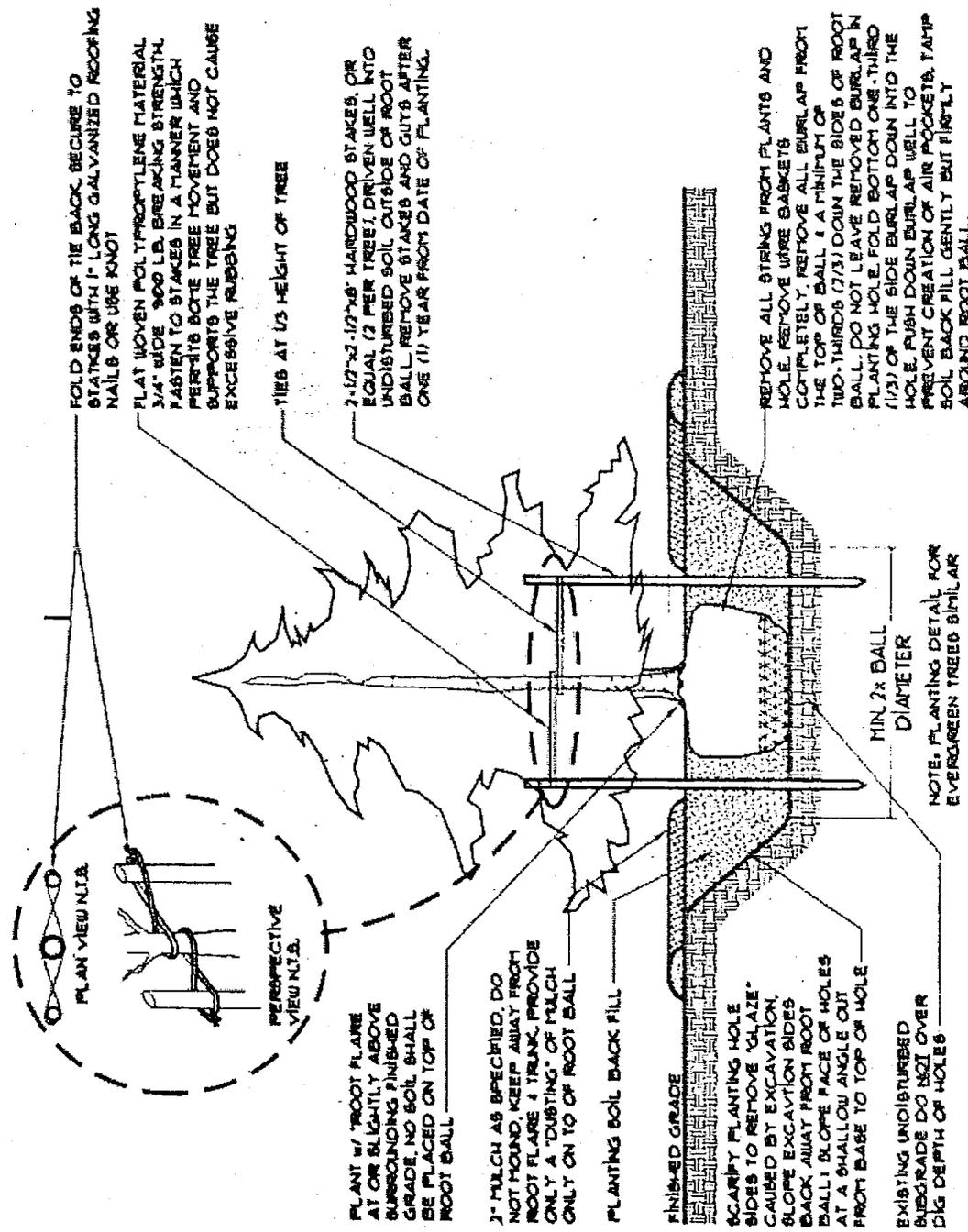
SFS may provide a one (1) year inspection report to the grantee stating that the planting is on track to meet the survivorship threshold, or that it appears that the maintenance schedule in the approved compensatory reforestation plan is not being followed, and the planting may not meet the required survivorship threshold at the final inspection.

- 3. Final Tree Establishment Inspection** - This inspection verifies whether the

survivorship threshold for the grant was met or not. This inspection occurs two (2) years following the issuance of the Notice of Planting Completion. Final payment will only be made if the survivorship threshold is met.

# Appendix A – Tree Planting Diagram





FOLD ENDS OF THE BARK SECURE TO STAKES WITH 1" LONG GALVANIZED ROOFING NAILS OR WIRE KNOT

FLAT WOVEN POLYPROPYLENE MATERIAL 3/4" WIDE 900 LB. BREAKING STRENGTH FASTEN TO STAKES IN A MANNER WHICH PERMITS BOTH TREE MOVEMENT AND SUPPORTS THE TREE BUT DOES NOT CAUSE EXCESSIVE RUBBING

TIES AT 1/3 HEIGHT OF TREE

2-1/2" x 2-10" x 8' HARDWOOD STAKES OR EQUAL (2 PER TREE), DRIVEN WELL INTO UNDISTURBED SOIL OUTSIDE OF ROOT BALL. REMOVE STAKES AND CUTS AFTER ONE (1) YEAR FROM DATE OF PLANTING.

PLAN VIEW N.T.A.

PERSPECTIVE VIEW N.T.A.

PLANT W/ ROOT FLARE AT OR SLIGHTLY ABOVE SURROUNDING FINISHED GRADE. NO SOIL SHALL BE PLACED ON TOP OF ROOT BALL.

2" MULCH AS SPECIFIED. DO NOT MOUND. KEEP AWAY FROM ROOT FLARE & TRUNK. PROVIDE ONLY A "DUSTING" OF MULCH ONLY ON TO OF ROOT BALL.

PLANTING SOIL BACK FILL

FINISHED GRADE

SCARIFY PLANTING HOLE SIDES TO REMOVE "GLAZE" CAUSED BY EXCAVATION. SLOPE EXCAVATION SIDES BACK AWAY FROM ROOT BALL'S SLOPE FACE OR HOLES AT A SHALLOW ANGLE OUT FROM BASE TO TOP OF HOLE.

EXISTING UNDISTURBED SUBGRADE DO NOT COVER DIG DEPTH OF HOLES

MIN. 2x BALL DIAMETER

NOTE: PLANTING DETAIL FOR EVERGREEN TREES SIMILAR

REMOVE ALL STRIPS FROM PLANTS AND HOLES. REMOVE WIRE BASKETS COMPLETELY. REMOVE ALL BURLAP FROM THE TOP OF BALL & A MINIMUM OF TWO-THIRDS (2/3) DOWN THE SIDES OF ROOT BALL. DO NOT LEAVE REMOVED BURLAP IN PLANTING HOLE. FOLD BOTTOM ONE-THIRD (1/3) OF THE SIDE BURLAP DOWN INTO THE HOLE. PUSH DOWN BURLAP WELL TO PREVENT CREATION OF AIR POCKETS. TAMP SOIL BACK FILL GENTLY BUT FIRMLY AROUND ROOT BALL.

**EVERGREEN TREE PLANTING DETAIL**

REVISED 02/28/14

## Appendix B – Tree Species and Location List Examples

Common Name	Scientific Name	Location	Quantity	Notes
Red maple (Franks Red)	<i>Acer rubrum</i>	1204 Cortlandt Ave.	1	healthy
Northern ed oak	<i>Quercus rubra</i>	3678	1	healthy
Flowering dogwood	<i>Cornus florida</i>	205 Barker Rd.	1	dead
Ginkgo	<i>Ginkgo biloba</i>	1001 Engle Dr.	3	healthy
<b>Grand Total</b>			<b>6</b>	

Neighborhood: Arbor Way						
Markout #	Street	Address	Size	Species	Date	Location Comments
CSIP10-01	Vermont Ave	1021	S	<i>Prunus cerasifera</i>	5/15/2011	Slight Dieback
CSIP10-02	Road Island Ave	300	S	<i>Prunus yedoensis</i>	5/15/2011	Has nice flowers planted around it
CSIP10-04	New York Ave	1312	L	<i>Quercus alba</i>	5/16/2011	
CSIP10-05	New Jersey Ave	101 Delaware Ave	L	<i>Quercus rubra</i>	5/16/2011	Pruned broken branch
CSIP10-06	Road Island Ave	201	S	<i>Cornus florida</i>	5/12/2011	
CSIP10-08	Road Island Ave	201	S	<i>Cornus florida</i>	5/12/2011	
CSIP10-09	Maine Ave	1024 New Jersey Ave	S	<i>Prunus yedoensis</i>	5/15/2011	No need to water resident been watering regularly

## Appendix C – Example Plant Schedule Format

Key	Quantity	Common Name	Scientific Name	Size	Height	Root	Comments
CC	10	Eastern redbud	<i>Cercis canadensis</i>		9'-10'	B&B	Heavy, multi stemmed specimens
QR	20	Northern red oak	<i>Quercus rubra</i>	2" – 2 ½" cal	12 – 14'	B&B	Full specimen, no branching to 6'

## Appendix E – Example Long Term Maintenance Plan

Description of Work	Year	Department	Hours	Cost*
Tree mulching and stake removal	End of 1	Contractor	12 hrs (60 trees @ 5 trees/hr)	\$234.12 (\$19.51/hr for 12 hours)
Tree watering	1	Contractor	80 hrs (60 trees @ 15 trees/hr) x 2 people x 10 waterings – June, July, August	\$1,560.80 (\$19.51/hr for 80 hours)
Tree watering	2	Contractor	64 hrs (60 trees @ 15 trees/hr) x 2 people x 8 waterings – July and August	\$1,248.64 (\$19.51/hr for 64 hrs)
Tree pruning	2	Consultant	10 hrs (60 trees @ 6 trees/hr)	\$195.10 (\$19.51/hr for 10 hrs)
Disturb mulch and replace where necessary	2	Contractor	6 hrs (60 trees @ 10 trees/hr)	\$117.06 (\$19.51/hr for 6 hrs)

\* An arbitrary hourly rate was used for example purposes only

## **Additional Resources**

ANSI A300 (Parts 1-9). Available from the Tree Care Industry Association. <http://tcia.org/business/ansi-a300-standards>

ANSI Z60.1 – American Standard for Nursery Stock. 2014. American Nursery and Landscape Association. Available electronically at:  
[http://americanhort.org/documents/ANSI Nursery Stock Standards AmericanHort 2014.pdf](http://americanhort.org/documents/ANSI_Nursery_Stock_Standards_AmericanHort_2014.pdf)

Do I remove root ball packing materials? What do the experts say? by Michael Kuhns, Extension Forestry Specialist, Utah State University and Brook Lee, Community Forester, Utah Division of Forestry, Fire & State Lands <http://bit.ly/1OokydY>

Emerald Ash Borer Sample Management Plan and Community Resources  
<http://www.nj.gov/agriculture/divisions/pi/prog/eabcommunities.html>

New Jersey Tree Foundation - <http://njtreefoundation.org/>  
– Utility Friendly Tree List - <http://bit.ly/1URuOlo>

**GRANT AGREEMENT  
BETWEEN**  
**Township of Bloomfield**  
(Name of Grantee)  
**AND**  
**THE STATE OF NEW JERSEY**  
**BY AND FOR**  
**THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
  
GRANT IDENTIFIER: FS17-030

**TABLE OF SECTIONS IN GENERAL TERMS AND CONDITIONS**

- I. Grant Award Data and Signatures
- II. Compliance with Existing Laws and Policies
- III. Insurance
- IV. Indemnification
- V. Assignments and Subcontracts
- VI. Availability of Funds
- VII. Procurement Standards
- VIII. Property Management Standards
- IX. Method of Payment
- X. Matching and Cost Sharing Requirements
- XI. Project Income
- XII. Financial Management System
- XIII. Financial and Performance Reporting
- XIV. Monitoring Performance
- XV. Audit Requirements
- XVI. Agreement Amendment
- XVII. Closeout Procedures
- XVIII. Termination, Expiration, and Suspension
- XIX. Access to Records
- XX. Record Retention
- XXI. Approvals and Authorizations
- XXII. Interest on Advance Payments and Disallowed Costs
- XXIII. Miscellaneous Provisions

**TABLE OF ATTACHMENTS ATTACHED\***

- |        |  |                                     |     |                                     |    |
|--------|--|-------------------------------------|-----|-------------------------------------|----|
| A.     | Additional Provisions and Special Modifications . . . . .  | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/>            | no |
| A-1.   | Additional Federal Funded Agreement Provisions. . . . .  | <input type="checkbox"/>            | yes | <input checked="" type="checkbox"/> | no |
| A-1-A. | Certification of Lobbying and Disclosure of Lobbying Activities. . . . .   | <input type="checkbox"/>            | yes | <input checked="" type="checkbox"/> | no |
| A-2.   | Federal Funding Accountability and Transparency Act (FFATA) - \$25,000 or greater . . . . .  | <input type="checkbox"/>            | yes | <input checked="" type="checkbox"/> | no |
| A-3.   | U.S. Environmental Protection Agency Funded Agreements . . . . .   | <input type="checkbox"/>            | yes | <input checked="" type="checkbox"/> | no |
| A-4.   | Community Development Block Grant (CDBG) Funded Projects . . . . .   | <input type="checkbox"/>            | yes | <input checked="" type="checkbox"/> | no |
| A-4-A. | Non-Disclosure Agreement - CDBG Funded Projects . . . . .  | <input type="checkbox"/>            | yes | <input checked="" type="checkbox"/> | no |
| B.     | Approved Project Budget . . . . .  | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/>            | no |
| B-1.   | Itemization and Justification of Budget. . . . .   | <input type="checkbox"/>            | yes | <input checked="" type="checkbox"/> | no |
| B-2.   | Approved Advance Payment. . . . .  | <input type="checkbox"/>            | yes | <input checked="" type="checkbox"/> | no |
| C.     | Expenditure Report . . . . .   | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/>            | no |
| D.     | Scope of Services . . . . .  | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/>            | no |
| D-1.   | Project Requirements. . . . .  | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/>            | no |
| D-2.   | Contractor's Proposal . . . . .  | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/>            | no |
| E.     | <input checked="" type="checkbox"/> Governing Body Resolution. . . <input type="checkbox"/> Corporate Resolution <input type="checkbox"/> Certified Resolution . . . . . | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/>            | no |
| F.     | Subcontractor Certification . . . . .  | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/>            | no |
| G.     | Statement of Adequacy of Accounting System . . . . .   | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/>            | no |
| RB.    | Reference Bibliography. . . . .  | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/>            | no |

\*Wherever this agreement form, including any attachments, presents alternatives, choices must be indicated as follows: An "X" within brackets or on a blank line shall indicate selection of the particular alternative. "NA" or "---" (a dashed line) shall indicate that no information is to be entered on a particular blank line. No blanks may remain just prior to execution, except in the signature blocks on attachments C and F.

**Federal Award Information**

<b>Federal Awarding Agency:</b> N/A
Federal Award Name: N/A
Federal Award Identification Number (FAIN): N/A
Federal Award Date: N/A
Total Amount of the Federal Award: N/A

**GENERAL TERMS AND CONDITIONS**

**I. Grant Award Data and Signatures**

<b>Grantee's Name:</b> (the "Grantee")	<b>Township of Bloomfield</b>
Address:	<b>1 Municipal Plaza Bloomfield NJ 07003</b>
Vendor ID #:	<b>22-6001664</b>
Financial Officer's - name:	<b>Robert Renna</b>
- Title: (the "Chief Financial Officer")	<b>Chief Financial Officer</b>

<b>The State of New Jersey (The "State")</b>	
<b>Department of Environmental Protection (the "Department" or the "DEP")</b>	
Granting agency's - name:	<b>DIVISION OF PARKS AND FORESTRY</b> (the Granting Agency")
- address:	State Forest Service Mail Code 501-04, PO Box 420 Trenton, NJ 08625

	AMOUNT	STATE ACCOUNT NUMBER	CFDA NUMBER/ CFDA TITLE
<b>Source of Funds</b>	State General Fund	<b>\$ 30,000.00</b>	FY17-100-042-4870-074-39990130
	Federal		N/A
	Grantee		
	Other (i.e. bond fund, tax fund etc.)		
		<b>\$ 30,000.00</b>	<b>TOTAL APPROVED PROJECT AMOUNT</b>

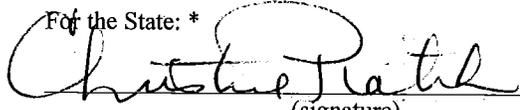
**Work Period:** The "effective date" of this grant agreement is the date the Grantee executes it or the date the State executes it, whichever date is later. The "work period" for this grant commences on 8/4/2016 or the effective date, whichever is  earlier  later, and runs for a period of 36 thereafter. Grant funds may be used only to satisfy obligations which arise during the work period.

<b>PURPOSE AND AUTHORITY:</b> Grant Project to be funded: Community Stewardship Incentive Program-Reforestation/ Tree Planting Grant
Statutory Authority for this Grant: N. J. A. C. 7:36-26.5, N.J.S.A. 13:1L-14.2 (c) and N.J.S.A. 13:1L-17.4 (c)
Grant <input type="checkbox"/> will <input checked="" type="checkbox"/> will not be used for Research and Development (R&D)

In consideration of the payment of the State, the Federal, and if through the State treasury, the "other" amounts shown above (the "Grant"), the Grantee agrees to provide its share of the Total Project amount and to perform the work described in Attachment D, within the work period and in the manner and upon the terms specified in this agreement. The provisions of this agreement set forth in this Section I through Section XXIII constitute the General Terms and Conditions portion of this agreement.

**STATE AND GRANTEE APPROVAL SIGNATURES**

**APPROVED AS TO LEGAL FORM**

For the State: \*  
  
\_\_\_\_\_  
(signature)

For the Grantee \*\*  
\_\_\_\_\_  
(signature)

**CHRISTINE PATEL**, Deputy Attorney General  
(print name)

\_\_\_\_\_, Attorney for Grantee  
(print name)

Date: 10/18/2014

Date: \_\_\_\_\_

\* A confidential and privileged memorandum pre-approving this agreement as to legal form  has  has not been provided to the Granting Agency by the Deputy Attorney General.

\*\* Approval of this agreement by an attorney for Grantee is  mandatory  optional.

**APPROVAL OF GRANTING AGENCY**

**DIVISION OF PARKS AND FORESTRY**

(print name of Granting Agency; all capitals)

By:   
\_\_\_\_\_  
(signature)

**John Sacco**

(print name)

**State Forester**

(print title)

Date: 12 OCT 16

**EXECUTION SIGNATURES**

By the signatures below, the Grantee and the State (the 'parties') execute this agreement and confirm that they are mutually bound by all provisions contained in its General Terms and Conditions and fully authorized and empowered to enter into and bind their organization to all obligations under this agreement and in each attachment selected as "ATTACHED" in the Table of Attachments.

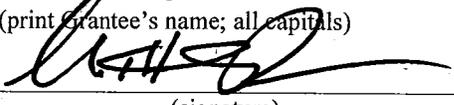
SIGNED

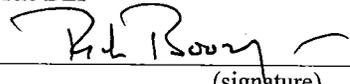
COUNTERSIGNED:

**Township of Bloomfield**  
(print Grantee's name; all capitals)

THE STATE OF NEW JERSEY

By: The DEP

By:   
\_\_\_\_\_  
(signature)

By:   
\_\_\_\_\_  
(signature)

Matthew Watkins

Richard Boornazian

(Print name)

(print name)

Township Administrator

Assistant Commissioner

(print title)

(print title; Commissioner or authorized delegate)

Date: 10-24-16

Date: 11/24/16

## II. Compliance with Existing Laws and Policies

The Grantee, in order to induce the State to award the grant and enter into this agreement, agrees in the performance of this agreement to comply with all applicable federal, State, and municipal laws, rules, regulations, and written policies. Failure to comply with such laws, rules, regulations or policies shall be grounds for termination of this agreement. Such laws, rules, regulations, and policies include, but are not limited to, the following:

- A. The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., if applicable, is by this reference incorporated as part of this agreement and the Grantee agrees to comply with it. The Grantee warrants that neither it nor any subcontractor it might employ to perform work in furtherance of this agreement is suspended, debarred or otherwise listed or is on record in the Office of the Commissioner or Department of Labor for failure to pay prevailing wages in accordance with the New Jersey Prevailing Wage Act. The Grantee further warrants that it and any subcontractors it might employ to perform work in furtherance of this agreement shall comply with the New Jersey Prevailing Wage Act.
- B. The parties agree that, if applicable, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.S.A. 10:2-1 et seq., N.J.A.C. 13:6-1 et seq. and N.J.A.C. 17:27-1.1 et seq. are by this reference incorporated as part of this agreement and are binding upon them. The Grantee agrees and guarantees to afford equal opportunity in performance of this agreement in accordance with an affirmative action program approved by the State Treasurer. Further, if the cited laws and regulations apply to this agreement, the Grantee agrees as follows:
  1. The Grantee shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. The Grantee shall take affirmative action to ensure that such applicants are recruited and employed, that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees, and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
  2. The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex;
  3. The Grantee shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency grant officer, advising the labor union or workers' representative of the Grantee's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  4. The Grantee shall include these same provisions in any subcontract for work in furtherance of this agreement.
- C. The act codified at N.J.S.A. 52:13D-12 et seq., the "New Jersey Conflicts of Interest Law", and the act codified at N.J.S.A. 40A:9-22.1 et seq., the Local Government Ethics Law, are by this reference incorporated as part of this agreement. The Grantee represents and affirms neither itself nor any of its employees, its subcontractors, its subcontractors' employees is engaged in any conduct which constitutes a conflict of interest under, or a violation of, either the New Jersey Conflicts of Interest Law or the Local Government Ethics Law.
- D. The Grantee represents and warrants:
  1. that no person or selling agency has been employed or retained to solicit or secure this agreement in violation of N.J.S.A. 52:34-15,
  2. that it has made, and knows of no payments or gratuities made in violation of N.J.S.A. 52:34-19,
  3. that it is, and will remain, in full compliance with N.J.S.A. 40A:11-1 et seq., the Local Public Contracts Law, if applicable,
  4. that it is, and will remain, in full compliance with N.J.S.A. 14A:13-1 et seq., and N.J.S.A. 15A:13-1 et seq. (both regarding out-of-state corporations), if applicable, and
  5. that it is, and will remain, in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts), if applicable.
- E. The Grantee shall report in writing to the Attorney General and the Executive Commission on Ethical Standards, the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.

- F. The Grantee shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- G. The Grantee warrants that it will obtain and maintain, during the term of this agreement, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this agreement. The Grantee shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this agreement.
- H. The Grantee warrants that in performing its responsibilities under this agreement, it shall comply with all local, state, and federal laws, rules, and regulations applicable to this agreement and to the work to be done hereunder. Failure to comply will constitute a material breach of this agreement.
- I. New Jersey State Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid is by this reference incorporated as part of this agreement.
- J. The following documents issued by the United States are by this reference incorporated as standards and procedures used by the Department and made part of this agreement:
  - 1. United States Office of Management and Budget ("OMB") Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
  - 2. Common Rule regulations for federal agencies, as applicable (e.g. 40 CFR for U.S.E.P.A.)  
<http://www.whitehouse.gov/omb/grants/chart.aspx> , and
  - 3. Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised).

### III. Insurance

The Grantee shall maintain in force for the term of this agreement liability insurance as provided herein. These coverages shall be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey or through formal, fully funded self-insurance programs authorized by law and acceptable to the Department. Unless current documentation is already on file, the Grantee must, within thirty (30) days after the effective date of this agreement, provide to the Department current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this agreement. Each certificate shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the Department. No payments may be made under this agreement until acceptable documentation of insurance coverage is received. The minimum required coverages are:

- A. Commercial General Liability: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include coverage for contractual liability and shall include the State of New Jersey as an additional insured. The policy shall also include coverage for products liability. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of the coverage.
- B. Business Automobile Liability Insurance that shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit.
- C. Worker's Compensation Self Insurance in accordance with the laws of the State of New Jersey and commercially purchased Employer's Liability Insurance with limits not less than:
  - \$1,000,000 Bodily Injury, Each Occurrence
  - \$1,000,000 Disease Each Employee
  - \$1,000,000 Disease Aggregate Limit

### IV. Indemnification

The Grantee shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost including, where the agreement is funded, in whole or in part, by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, "damage") arising, or claimed to arise, from, in connection with, or as a result of, the Grantee's performance, attempted performance, or failure to perform in connection with this agreement (collectively, "performance"), regardless of whether such performance was undertaken by the Grantee, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive

examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the Grantee had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. The Grantee (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The Grantee shall not assert any defense which would be available to the State but not to the Grantee, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this agreement. The Grantee does not hereby agree to indemnify the State against damage to the extent it results from the State's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. As soon as practicable after it receives a claim for damage made against it, the State shall notify the Grantee in writing and shall have a copy of such claim forwarded to the Grantee.

**V. Assignments and Subcontracts**

The Grantee shall not subcontract any of the work or services covered by this agreement nor shall any interest be assigned or transferred, except as may be provided for in this agreement or with the express written approval of the Department.

- A. As a precondition of the Department's approval of a subcontractor and prior to any payments by the Department for subcontracted work, the Grantee shall secure from the subcontractor and shall submit to the Department a completed and executed copy of Attachment F, Subcontractor Certification.
- B. The Grantee shall be responsible for compliance by any subcontractor with the terms, conditions and requirements of this agreement.
- C. The Grantee shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties which may arise under or as a result of the subcontract.

**VI. Availability of Funds**

- A. The State of New Jersey appropriates funds on a fiscal year basis, which is a period running from July 1 through June 30. The parties hereto recognize and agree that continuation of funding under this agreement is expressly dependent upon availability to the Department of funds appropriated by the State Legislature from State or federal revenue or such other funding sources as may be available. The Department shall not be liable for any breach of this agreement which results from the State Legislature's failure to appropriate the necessary funds.
- B. The Department may encumber and commit to any agreement only those funds which have been appropriated and are available during the State fiscal year in which the agreement is executed. For any agreement which will be completed during that fiscal year, the State's grant amount will be fully encumbered and committed. However, for any agreement, the performance of which will span more than one State fiscal year, the Department may or may not be able to encumber and commit the full grant amount and the full funding of the agreement may depend upon subsequent fiscal year appropriations by the State Legislature.
- C. The parties understand that this agreement is fully or partly funded as designated in Section II of Attachment A, Additional Provisions and Special Modifications.

**VII. Procurement Standards**

Procurement of supplies, equipment, and other services with funds provided by this agreement shall be accomplished in accord with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law, which shall be provided to the Grantee, upon request, by the Department. Procurement shall also be consistent with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and other statutory requirements, as applicable. Both the federal and applicable State requirements shall be incorporated into any subcontracts under this agreement.

Adherence to the standards contained in those applicable federal and state laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this agreement.

**VIII. Property Management Standards**

Property furnished by the Department or acquired in whole or in part with federal or Department funds or whose cost was charged to a project supported by federal or Department funds shall be utilized and disposed of in a manner generally consistent with state and federal requirements (2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law).

**IX. Method of Payment**

A. Payment under this agreement will be made upon submission by the Grantee of a properly executed State invoice form (available from the Department), and all invoices, bills, and other documents necessary to justify the payment. This form must also be accompanied by a certification from the Grantee that all procurements for which payment is requested have been made in accord with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law, and in accord with all applicable State laws and have been made during the work period.

1. If Attachment B-2, Approved Advance Payment, provides for a justification of an advance payment and if Section III of Attachment A, Additional Provisions and Special Modifications, so provides, an initial advance payment will be made to the Grantee upon receipt by the Department of a properly executed copy of this agreement, signed by an appropriate officer of the Grantee organization, together with a properly executed invoice form.
2. Progress payments shall be made by the Department on a periodic basis as prescribed in Section III.B of Attachment A, Additional Provisions and Special Modifications. Such payments shall be issued only upon receipt of the required financial and narrative reports described in Section XIII of the General Terms and Conditions of this agreement, Financial and Performance Reporting. Payment shall be made either in fixed amounts as determined by the Department to be reasonable to maintain an appropriate level of services or in the form of reimbursement of actually reported expenditures as indicated in Section III of Attachment A, Additional Provisions and Special Modifications.
3. If Section III of Attachment A, Additional Provisions and Special Modifications, so provides, a portion of the grant will be withheld pending receipt of the required final reports described in Section XVII of the General Terms and Conditions of this agreement, Grant Closeout Procedures.
4. The Department shall withhold payment of any costs disallowed by the Department as improperly incurred under any provision of this agreement.
5. Grantee may not use any grant funds to satisfy any obligation which arose outside the work period.

B. If the grant covered by this agreement includes federal funds, all invoices must be submitted by the Grantee and all payments must be made by the State no later than ninety (90) days after the end of the work period.

**X. Matching and Cost Sharing Requirements**

If there are any matching and/or cost sharing requirements indicated in Section IV of Attachment A, Additional Provisions and Special Modifications, then, regardless of whether federal funds are involved, the Grantee shall account to the satisfaction of the Department for these requirements in accordance with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law.

**XI. Project Income**

Project income must be accounted for as indicated in Section V of Attachment A, Additional Provisions and Special Modifications. "Project income" means gross income earned by the Grantee from grant-supported activities. Such earnings include, but are not limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights. In all cases, interest earned on advances of grant funds shall be remitted to the Department, except for interest earned on advances to instrumentalities of a state as provided by the federal Intergovernmental Cooperation Act of 1968, P. L. 90-577.

**XII. Financial Management System**

The Grantee's Chief Financial Officer, as designated in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures, shall be responsible for maintaining an adequate financial management system. The Chief Financial Officer shall notify the Department when the Grantee cannot comply with the requirements established in this Section XII, Financial Management System.

A. Grantee financial management system shall provide for:

1. accurate, current, and complete disclosure of the financial results of each project, agreement, or contract,

2. records that adequately identify the source and application of funds for Department-supported activities, and that contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income,
  3. effective internal and accounting controls over all funds, property, and other assets, which controls adequately safeguard all such assets and assure that they are used solely for authorized purposes,
  4. comparison of actual outlays with budgeted amounts for all major cost categories on Attachments B, Approved Project Budget; B-1, Itemization and Justification of Budget; D, Scope of Services; and D-2, Grantee's Proposal, and correlation of financial information with performance or productivity data, including the production of unit cost information required by the Department,
  5. accounting records that are supported by source documentation,
  6. procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department, and
  7. procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law.
- B. If required by Section VI of Attachment A, Additional Provisions and Special Modifications, the Department may require the submission of Attachment G, Statement of Adequacy of Accounting System.
- C. The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Grantee's accounting system does not meet the standards described in paragraph B of this Section XII, Financial Management System, additional information to monitor the agreement may be required by the Department upon written notice to the Grantee.

### **XIII. Financial and Performance Reporting**

- A. Attachment B, Approved Project Budget, is the approved financial plan to carry out the purpose of this agreement. The budget shall be itemized to disclose specifically the agreement tasks and project activities to be funded.
- B. The Grantee shall submit interim expenditure reports, including a completed copy of Attachment C, Expenditure Report, comparing actual expenditures with the Approved Project Budget. These reports shall be submitted on a periodic basis as prescribed in Section VII of Attachment A, Additional Provisions and Special Modifications, and must be certified by the Grantee's Chief Financial Officer.
- C. The Grantee shall submit performance reports on an interim basis as prescribed by the Department in Section VII of Attachment A, Additional Provisions and Special Modifications. Performance reports shall present the following information for each agreement task and shall include all available and relevant, quantitative data pertaining to production of project work units, completion of agreement tasks, and actual costs for each unit or task:
1. a comparison of actual accomplishments to the objectives established in Attachments D, Scope of Services; D-1, Project Requirements; and D-2, Grantee's Proposal, for the reporting period,
  2. reasons why established goals were not met or tasks were not completed as scheduled, and
  3. other pertinent information, including a description of work performed during the reporting period, relevant literature citations, raw data generated, any modifications to the planned scope of work, and an anticipated work schedule for the next reporting period.
- D. The Grantee shall submit a final report on its overall performance of this agreement, as prescribed in Section VII of Attachment A, Additional Provisions and Special Modifications, including a completed copy of Attachment C, Expenditure Report, comparing actual expenditures for the entire project with the Approved Project Budget, certified by the Chief Financial Officer, and a final performance report.
- E. Extensions of reporting due dates may be granted upon written request to the Department.
- F. If reports are not submitted as required the Department shall, at its discretion, suspend payments on this agreement or any other agreement entered into between the Department and the Grantee and shall take action to suspend payments to the Grantee by other State agencies.
- G. If the Grantee has a history of unsatisfactory performance or the Grantee does not submit satisfactory reports, the Department may require additional and more detailed reports from the Grantee.

**XIV. Monitoring Performance**

- A. The Grantee shall continually monitor its performance under this agreement to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable and as defined in Attachments D, Scope of Services; D-1, Project Requirements; and D-2, Grantee's Proposal.
- B. The Grantee shall inform the Department as soon as possible if any of the following types of conditions affect project objectives and performance and shall describe the action taken, or contemplated, and the Department assistance needed, if any, to respond to any such condition:
  - 1. problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the completion of project work units or agreement tasks within established time periods, and
  - 2. favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more project work units or completing more agreement tasks than originally projected.
- C. The Department may, at its discretion, make site visits to:
  - 1. review project accomplishments and management control systems,
  - 2. audit the financial records pertaining to this agreement, and
  - 3. provide such technical assistance as may be required.
- D. If the Grantee is not performing satisfactorily in the sole judgment of the Department, the Department may require remedial measures deemed necessary to fulfill the project requirements, including requiring the Grantee to obtain additional Department approvals before proceeding or requiring the Grantee to obtain outside technical or managerial assistance.

**XV. Audit Requirements**

- A. All agreements are subject to audit by the State. This agreement may be audited at the discretion of the State up to five (5) years after the date of last payment under this agreement or as otherwise required, by the Office of the State Comptroller. Any such audit must be made in accordance with generally accepted auditing standards, including the standards described in the federal General Accounting Office Government Auditing Standards.
- B. Pursuant to the federal Single Audit Act of 1984, P.L. 98-502 (the "Audit Act"), and the Single Audit Act Amendments of 1996, P.L. 104-156, 2 CFR Part 200, and the appropriate federal common rule, whichever would be applicable under federal law, any grant to a local government funded by the federal government is subject to the single-audit provisions of the Audit Act. Pursuant to State Circular Letter 15-08-OMB, the State of New Jersey has adopted by reference the standards and provisions of the Audit Act and 2 CFR Part 200. If the Grantee expends a total of \$750,000 or more in federal financial assistance or State financial assistance in the Grantee's fiscal year, the Grantee must have a single audit performed.

Grantees that expend less than \$750,000 in federal or State financial assistance within their fiscal year, but expend \$100,000 or more in State and/or federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with the Act, Amendments, 2 CFR Part 200 and State policy.
- C. Where a single audit or other audit conducted hereunder indicates any noncompliance by the Grantee with the material terms and conditions of this agreement, the Grantee shall forthwith take corrective action as permitted or required by Section XVI of the General Terms and Conditions of this agreement, Agreement Amendment; Section XVIII of the General Terms and Conditions of this agreement, Termination, Expiration, and Suspension; or as otherwise required by the Department. As a result of any audit hereunder, recommendations shall be made whether any costs incurred by the Grantee should be disallowed as beyond the scope or the purpose of this agreement, excessive, or otherwise impermissible. The Department retains the right to recover any disallowed expenditures, and the Grantee shall return to the Department any disallowed expenditures no later than thirty (30) days after the request.
- D. In any case, whether or not it is subject to the single-audit requirements, this agreement is, at the discretion of the State, subject to audits by the State at any time prior to closeout and subject to a follow-up compliance audit which may build upon the single audit or other audit required in Section VIII of Attachment A, Additional Provisions and Special Modifications.
- E. Copies of all audit reports involving this agreement must be sent to the DEP, Office of Audit and the Granting Agency identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.

**XVI. Agreement Amendment**

If it desires to amend this agreement, the Grantee must submit a written request to the Grant Officer designated in Section IX of Attachment A, Additional Provisions and Special Modifications. Any amendment, whether requested by the Grantee or the Department, must be documented by completion of the Department's amendment form (DEP-076). The completed amendment form must be formally executed by authorized representatives of both parties in the same manner as this agreement, unless the amendment being documented is of the type described in paragraph A, B, or C of this Section XVI, Agreement Amendment. If the amendment is of the type described in paragraph A, B, or C below, the Grant Officer may execute the amendment form for the State by signing it in the designated place, and no formal execution by authorized representatives of the parties will be required. As a nonrestrictive example only, if the Department requests, and the Grantee consents to, any amendment to the scope of the services to be performed by the Grantee, including any increase in the amount of the approved budget, such amendment must be memorialized by a completed amendment form, formally executed by authorized representatives of both parties.

- A. The Grantee may obtain approval directly from the Grant Officer to transfer amounts of up to \$20,000 or 10% of the total grant amount, whichever is less, from one direct cost category to another or from the indirect cost category to a direct cost category, as long as this transfer does not result in any change in the project's scope, work period, objective, or deliverables. If the total grant amount is less than \$25,000, the Grant Officer may disregard the 10% limitation and approve transfers of up to \$2,500.
  1. "Indirect costs" are those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. "Direct costs" are those which can be identified specifically with a particular cost objective.
  2. The amendment form documenting any budget revision shall clearly show and justify each change in each cost category, either on the form or on an attachment to it.
- B. The Department may reduce the grant budget and the scope of services so that they fairly reflect anticipated project expenditures and progress if:
  1. the Department notifies the Grantee, that the Grantee is making project expenditures or progress at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant or to fulfill the purposes of this agreement,
  2. the Department notifies the Grantee at least thirty (30) days in advance of any reduction,
  3. after consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of project expenditures or progress, and
  4. the Department considers the Grantee's fixed costs when making any reduction.
- C. The Grant Officer may approve no-cost time extensions to the work period or the due date of the final report in increments of six months or less but not beyond the expiration date as described in Section XVIII.A.2 of the General Terms and Conditions of this agreement, Termination, Expiration, and Suspension. Written justification and documentation evidencing the need to extend the work period or the due date of the final report must be submitted to the Grant Officer at least thirty (30) days in advance of the scheduled end of the work period. The Grant Officer shall decide whether to grant the extension. The amendment form documenting any no-cost time extension shall clearly show and justify the change, either on the form or on an attachment to it.
- D. The Grant Officer may approve proposed substitutions to the personnel and/or subcontractors identified and approved for this agreement. The Grantee must submit a written request to the Department which includes:
  1. An explanation of the reasons why the original personnel/subcontractors cannot be provided;
  2. Vitae/credentials which demonstrates that the qualifications of the substitutions are equal to or better than the originally proposed personnel/subcontractors; and
  3. A declaration that the substitution will be provided at no additional cost to the State.

**XVII. Closeout Procedures**

The closeout of this agreement shall mean the process by which the Department determines that all applicable administrative actions and all required work have been completed by the Grantee. This process shall include the steps enumerated below.

- A. The Grantee shall submit a final report as provided in Section VII of Attachment A, Additional Provisions and Special Modifications. The Department may permit extensions when requested in writing by the Grantee.
- B. The Grantee shall, together with the submission of the final report, refund to the Department any cash advanced but not committed to payment of eligible project costs in accordance with the Attachment B, Approved Project Budget.

- C. The Grantee shall refund to the Department any funds spent on costs which are disallowed by the Department. Such refund shall be made within thirty (30) days after the request.
- D. In the event a final audit has not been performed prior to the closeout of this agreement, the Department retains the right to recover any appropriate amount after fully considering any recommendation on disallowed costs resulting from the final audit.
- E. The Grantee shall account for any property acquired with grant funds or received from the Department in accordance with Section VIII of the General Terms and Conditions of this agreement, Property Management Standards.
- F. The Grantee shall comply with any Federal audit or closeout procedures applicable to this agreement and/or identified by the Department as necessary to qualify for Federal reimbursement for any funds expended under this agreement.
- G. The Department retains the right to request any additional information necessary to close out this agreement and may retain any final grant payment until the closeout procedure is completed.

**XVIII. Termination, Expiration, and Suspension**

- A. The following definitions shall apply for the purposes of this Section XVIII, Termination, Expiration, and Suspension.
  - 1. Termination - The "termination" of this agreement means the cancellation of unsatisfied, contractual obligations prior to the completion of the agreement tasks by the Grantee. Work should stop unless the Grantee wants to continue at its own expense.
  - 2. Expiration Date - The "expiration date" of this agreement is the agreed upon date at which time the term of this agreement automatically ends absent a formal written amendment agreement executed by the parties. The expiration date of this agreement shall be the third anniversary of the date the work period would end as initially agreed upon in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.
  - 3. Suspension - The "suspension" of this agreement means a temporary cessation of State support or assistance pending corrective action by the Grantee or pending a decision to terminate the agreement by the Department. Work should stop unless the Grantee wants to continue at its own expense and is not otherwise required for good cause to stop by the Department.
- B. If the Grantee fails to comply with any term, condition, requirement, or provision of this agreement or fails to make sufficient progress so as to reasonably ensure completion of performance of this agreement within the time frames set for herein, the Department may upon notice to the Grantee suspend this agreement and withhold further payments, prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee, or decide to terminate this agreement in accordance with paragraph C of this Section XVIII, Termination, Expiration, and Suspension. The Department may, at its sole discretion, allow Grantee to incur additional costs that could not be reasonably avoided during the period of suspension provided that said costs meet the provisions of 2 CFR Part 200 appropriate federal common rule or any other applicable state or federal requirements.
- C. The Department may terminate this agreement, in whole or in part, upon thirty (30) days' notice, whenever it determines that the Grantee has failed to comply with any term, condition, requirement, or provision of this agreement or fails to make sufficient progress so as to reasonably ensure completion of performance of this agreement within the time frames set forth therein. The Department shall promptly notify the Grantee, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, the Department retains the right to recover any improper expenditures from the Grantee and the Grantee shall return to the Department any improper expenditures no later than thirty (30) days after the date of termination. The Department may, at its sole discretion, allow Grantee to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of 2 CFR Part 200, appropriate federal common rule or any other applicable state or federal requirements.
- D. The Department and the Grantee may terminate this agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions including the date on which the termination shall take effect, and, in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the date on which the termination shall take effect, and shall cancel as many outstanding obligations as possible.
- E. The closeout procedures described in Section XVII of the General Terms and Conditions of this agreement, Closeout Procedures, shall apply in all cases of termination of this agreement.

**XIX. Access to Records**

- A. The Grantee agrees to make available to the Department, any Federal agency whose funds are expended in the course of this agreement, the Office of the State Comptroller or any other State auditor, and any of their duly authorized representatives, such pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit Grantee's operations.
- B. Whenever reasonable and practical, the State shall give reasonable notice to the Grantee prior to any visitation, inspection, or audit, including any visitation or request for documentation in discharge of the State's responsibilities. However, the State retains the right to make unannounced visitations, inspections, and audits as deemed necessary during normal business hours.
- C. The State reserves the right to have access to records of any subcontractor and requires the Grantee to provide the State access to such records in any contract with the subcontractor.
- D. The State reserves the right to have access to all workpapers produced in connection with audits made by the Grantee or by independent certified public accountants or licensed public accountants hired by the Grantee to perform such audits.

**XX. Record Retention**

- A. The Grantee shall retain financial records, supporting documents, statistical records, and all other records in the Grantee's financial management system or otherwise pertinent to this agreement (a) for a period of five (5) years from the date of last payment under this agreement or the Department's record retention schedule, whichever is later, or (b) for such longer period as any applicable State or federal statute may require, with the qualifications stated below.
  - 1. If any litigation, claim, or audit is started before the end of the five-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
  - 2. Records for nonexpendable property acquired with Department funds shall be retained for five (5) years after its final disposition.
- B. The State may request transfer of certain records to its custody from the Grantee when it determines that the records possess long term retention value and will make arrangements with the Grantee to retain any records that are continuously needed for joint use.

**XXI. Approvals and Authorizations**

- A. Unless specifically stated otherwise, wherever this agreement requires the approval or authorization of the Department, that approval or authorization must be given in writing by the Commissioner of the Department, by the authorized delegate who signed this agreement, or by said delegate's successor or superior, if any.
- B. If the Grantee is a municipal or county government agency, the Grantee must submit with this agreement a copy of an ordinance or resolution, duly enacted by the governing body of that municipal or county government agency or of the municipality or county and authorizing execution of this agreement. If the Grantee is a corporation or other business entity, the Grantee must submit with this agreement a corporate resolution or other authorization, duly adopted by its board of directors, board of trustees, or equivalent governing body, and authorizing execution of this agreement. The Department will not make any payments until such ordinance, resolution or authorization is received.
- C. If the Grantee is a corporation or partnership, the Grantee must submit with this agreement a disclosure of the names and addresses of any persons who own 10% or more of the firm's stock or interest, in accordance with N.J.S.A. 52:25-24.
- D. If the Grantee is a corporation incorporated outside of New Jersey, the Grantee must, as a condition of payment hereunder, obtain a certificate of authority to do business in New Jersey from the Department of the Treasury and file a copy of that certificate with the Grant Officer designated in Section IX of Attachment A, Additional Provisions and Special Modifications.
- E. If the Grantee is neither a government agency nor a corporation and if the Grantee has neither a residence nor a place of business in New Jersey, then the Grantee irrevocably appoints the Commissioner of the Department to receive process in any civil action which may arise out of or as a result of this agreement. Within ten (10) days of receipt of any such process, the Commissioner shall transmit it by certified mail to the Grantee at the address shown in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.

**XXII. Interest on Advance Payments and Disallowed Costs**

- A. Advance Payments: The Grantee is required to deposit any advance payments received hereunder in an interest bearing account. Any interest up to \$100 per year may be retained by the Grantee for documented administrative expenses. If this agreement is federally funded, any interest above \$100 per year must be remitted on a quarterly basis to the Department for return to the federal government. If this agreement is funded by the State, interest above \$100 per year may be retained by the Grantee for purposes of this agreement or shall be remitted to the Department as indicated in Section XI of Attachment A, Additional Provisions and Special Modifications.
- B. Disallowed Costs: Where the Grantee has been reimbursed by the Department for costs which are subsequently disallowed by the Department, the Grantee shall return the funds to the Department no later than thirty (30) days after the request. Where the Grantee fails timely to return the funds or appeals the disallowed costs, an interest charge as indicated in Section XI of Attachment A, Additional Provisions and Special Modifications, shall be charged on the funds beginning thirty (30) days from the date the Grantee was notified of the debt. If the Grantee is successful on appeal, the accrued interest will be canceled.

**XXIII. Miscellaneous Provisions**

- A. Governing Law: It is agreed and understood that this agreement shall be governed and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of New Jersey including but not limited to the Contractual Liability Act, N.J.S.A 59:13-1 et seq.
- B. Conflict of Terms: In the event of any conflict, the order of precedence shall be (1) the terms and conditions of this agreement; (2) any State Agency application form or specific correspondence describing the Project and/or soliciting a Grantee's proposal; and (3) the Grantee's proposal (d-2).

NOTE: The only exception to the above is that consistency with rules and regulations promulgated pursuant to the State Program's enabling legislation shall always have precedence in any conflict with the terms and conditions of the agreement.

- C. Dispute Resolution: Consistent with the Contractual Liability Act, N.J.S.A 59:13-1 et seq., unless otherwise provided in this agreement, all claims, counterclaims, disputes, and other matters in question between the State and the Grantee arising out of, or relating to, this agreement or the breach of it will proceed as follows:
  - 1. The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the Department.
  - 2. If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to arbitration or litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.
- D. Performance: The Grantee warrants that it is aware of the work required to be performed under this agreement, that it has the capabilities and credentials required by the agreement, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this agreement.
- E. Disclaimer of Agency Relationship: The Grantee's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Grantee or its subcontractors.
- F. Computation of Time: When the agreement refers to a period of time in terms of days, the day of the act or event from which the designated period begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. In computing a period of time of less than seven days, Saturday, Sunday, and legal holidays shall be excluded.
- G. Intellectual Property Rights: If the Grantee, in the course of its duties under this agreement, develops any invention apparatus, computer program, discovery, or other intellectual property, the State will own the entire right, title and interest throughout the world to each such property right and to patents and copyrights protecting the same. The State's ownership shall be unaffected by any assignment, suspension, termination, or expiration of this agreement.
- H. Captions and Headings: Captions and headings used in this agreement are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.
- I. Severability: In case any term or provision of this agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any remaining part nor the validity of any other term or provision shall in any way be affected by such holding.

- J. Entire Agreement: The parties understand and agree that all prior understandings and agreements between them regarding performance of the obligations described herein are merged into this written grant agreement which supersedes all such prior understandings and agreements. Neither party enters into this agreement in reliance on any statement or representation of the other which is not reiterated herein.
- K. Successor and Assigns: This agreement shall be binding upon any successors or assigns of the Grantee. The State may, in its sole discretion, reject any proposed successor or assign of the Grantee.
- L. Counterparts: This agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which taken together shall constitute one and the same instrument.
- M. Notices: All notices, certificates, and other documents (a "notice") to be given by one party to the other shall be in writing and shall be delivered to the other party. Any such notice shall be delivered to the address of the Grantee or the Granting Agency shown in Section I, Grant Award Data and Signatures, by overnight courier service or by regular first class, certified, or registered mail, postage prepaid. If mailed, said notice shall be deemed to have been received five (5) days after its deposit in the United States Mail; and if given otherwise, said notice shall be deemed to have been received when delivered to the party to whom it is addressed.
- N. Waiver of Breach: The waiver by either party of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.
- O. Gender and Number: Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.
- P. Waiver of Jury Trial: In the event of litigation, Grantee waives any right it may have to a trial by jury.
- Q. Change in Ownership: If, during the term of this agreement, Grantee shall merge with, be acquired by another entity, change or dissolve its business or corporate structure or otherwise change ownership, Grantee shall provide notice to the Department in the manner provided for by this agreement within thirty (30) days of said change and shall provide such documents as may be requested by the Department including, but not limited to, an updated corporate resolution ratifying this agreement or a revised version of any attachment incorporated in this agreement. At the Department's sole discretion, a change in ownership or a failure to comply with the terms of this provision shall constitute cause for termination in accordance with Section XVIII of this agreement.

GRANT AGREEMENT  
BETWEEN  
Township of Bloomfield  
(Name of Grantee)  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT IDENTIFIER: FS17-030

ADDITIONAL PROVISIONS AND SPECIAL MODIFICATIONS

This Attachment A adds the terms, conditions, requirements, and provisions specified in Sections I through XI below, and makes the modifications specified in Section XII below, to the preceding General Terms and Conditions of the agreement between **Township of Bloomfield** and the State of New Jersey, by and for the DEP.

I. Insurance (See Section IH of the General Terms and Conditions of this agreement, Insurance.)

A. The Grantee maintains and must continue to maintain the required insurance coverages as follows:

1. comprehensive general liability

- insurance
- self-insurance
- not required

2. automobile liability

- insurance
- self-insurance
- not required

3. worker's compensation

- insurance
- self-insurance
- not required

4. employer's liability

- insurance
- self-insurance
- not required

B. Certificates of insurance or documentation of self-insurance

- are on file with the Department.
- will be forthcoming within 30 days after the effective date of this agreement.
- other (explain) Proof is not required

**NOTE: No payment can be made until the Department has received acceptable documentation of these required coverages.**

II. Availability of Funds (See Section VI of the General Terms and Conditions of this agreement, Availability of Funds.)

Based upon funds available to the Department in the State's fiscal year, the agreement (the sum of the State, the federal, and if through the State treasury, the other amounts, shown as components of the Total Project Amount in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures) is

- fully funded.
- partially funded in the amount of \$ \_\_\_\_\_
- not applicable.

**III. Method of Payment** (See Section IX of the General Terms and Conditions of this agreement, Method of Payment.)

- A. Advance payment, if justified and itemized in Attachment B-2, Approved Advance Payment, is  
 authorized for \$  
 not applicable.
- B. Progress payments  
 shall be made on a (e.g. mo./qtr./deliverable) basis for \$ per payment.  
 shall be based on actual expenditures submitted on a (e.g. mo./qtr.) basis accompanied by receipts.  
 shall be made on submission of deliverables in accordance with the project specifications and requirements.  
 are not applicable.
- C. Final payment of up to \$30,000.00  
(amount or description)  
 shall be withheld pending receipt of all final reports.  
 is not applicable.  
 (other, specify) 10% of total shall be withheld, pending submission of all final reports and attainment of the required survivorship threshold.

**NOTE: No payment can be made unless a proper state invoice is submitted with appropriate justification, receipts, etc. and unless any required expenditure and performance reports are submitted.**

**IV. Matching and Cost Sharing Requirements** (See Section X of the General Terms and Conditions of this agreement, Matching and Cost Sharing Requirements.)

- The Grantee shall provide the matching or cost sharing amounts indicated in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures, and described further in Attachment B, Approved Project Budget.  
 Matching and cost sharing requirements do not apply.

**V. Project Income** (See Section XI of the General Terms and Conditions of this agreement, Project Income.)

- A. Royalties, if any, received as a result of copyrights or patents produced under this agreement shall be  
 paid to the Department.  
 retained by the Grantee.  
 not applicable.
- B. Other project income, if any, as defined in Section XI of the General Terms and Conditions of this agreement, Project Income, shall be  
 added to funds committed to the project by the Department and used to further eligible project objectives.  
 deducted from the total project costs for the purpose of determining the net costs on which the Department shall base grant payments.  
 paid to the Department.  
 retained by the Grantee.  
 not applicable.

**VI. Certification of Adequacy of Accounting System** (See Section XII of the General Terms and Conditions of this agreement, Financial Management System.)

- A. A statement attesting to the adequacy of the Grantee's accounting system in accordance with the standards set forth in Section XII of the General Terms and Conditions of this agreement, Financial Management System,  
 must be completed, on Attachment G, Statement of Adequacy of Accounting System, by the Chief Financial Officer identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.  
 is not required.
- B. Financial reports shall be prepared in a manner consistent with the Grantee's normal accounting records, which are kept on  
 a cash basis.  
 an accrual basis.  
 modified accrual basis.  
 (other, specify)

**VII. Financial and Performance Reporting** (See Section XIII of the General Terms and Conditions of this agreement, Financial and Performance Reporting.)

- A. All financial reports must be certified by the Chief Financial Officer.
- B. Interim expenditure reports, including a completed copy of Attachment C, Expenditure Report, shall be submitted  on a 12 mo (e.g. mo./qtr.) basis, no later than 30 days immediately following the end of the period.  (other, specify) \_\_\_\_\_, but no later than the due date of the final expenditure report.
- C. Performance reports shall be submitted on a annual (e.g. qtr./annual) basis. These reports should be submitted no later than 30 days after the end of each reporting period.
- D. A final expenditure report, including a completed copy of Attachment C, Expenditure Report, and a final performance report shall be submitted by the Grantee no later than 30 days after the Grantee's completion of all agreement tasks, the expiration date of this agreement, or the termination of this agreement, whichever first occurs.

**VIII. Audit Requirements** (See Section XV of the General Terms and Conditions of this agreement, Audit Requirements.)

- A. Under the federal Single Audit Act or the State Circular Letter 15-08-OMB,  this agreement is subject to a single audit and will be audited as such on Grantee's fiscal year.  this agreement is not subject to a single audit and shall be audited as indicated in paragraphs B and C below.
- B. If this agreement is not subject to a single audit under paragraph A above,  the agreement shall otherwise be audited at the end of the work period.  the agreement may otherwise be audited at the Department's discretion up to three years after the end of the work period.
- C. If this agreement is audited under paragraph B above, the audit shall be conducted by  State auditors.  Department internal auditors.  a CPA firm appointed by Department.  a CPA firm chosen by the Grantee.  (other, specify) At the discretion of the Department
- D. The Department's records show the Grantee's fiscal year ends on 12/31. The Grantee shall notify the Department immediately if this date is incorrect or is changed.
- E. Copies of all audit reports must be submitted to DEP, Office of Audit, PO Box 402, Trenton, NJ, 08625-0402 and to the Granting Agency identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures, not later than nine months after the close of the Grantee's fiscal year.

**IX. Agreement Amendment** (See Section XVI of the General Terms and Conditions of this agreement, agreement Amendment.)

All budget revisions and modifications must be submitted, in writing, to (name) Patricia Shapella, (title) Grant Administrator or the successor to that position (the "Grant Officer").

**X. Authorizations and Disclosures** (See Section XXI of the General Terms and Conditions of this agreement, Approvals and Authorizations.)

- A. The Grantee is  a local government agency.  a New Jersey corporation.  an out-of-state corporation.  (other, specify).
- B. Appended hereto as Attachment E, Governing Body Resolution, Corporate Resolution or Certified Resolution, is  a governing body resolution.  a corporate resolution.  a certified resolution.  no resolution.

C. A Grantee's Stockholder Disclosure Statement is

- submitted herewith.  
 not applicable.

D. A certificate of authority for Grantee to do business in New Jersey

- will be submitted.  
 is not applicable.

**NOTE: No payment can be made until the Department has received any documents required under this Section X, Authorizations and Disclosures.**

XI. **Interest** (See Section XXII of the General Terms and Conditions of this agreement, Interest on Advance Payments and Disallowed Costs.)

A. Interest above \$100 per year on advance payment of State funds

- may be retained by the Grantee for documented purposes under this agreement.  
 shall be remitted to the Department on a quarterly basis.  
 will not exist because no advance payment is authorized.  
 (other, explain)

**NOTE: On federally funded grants, any interest above \$100 per year must be remitted on a quarterly basis to the Department for return to the federal government.**

B. Interest on payments of disallowed costs not returned within 30 days of request shall accrue in favor of the State at the rate specified in the "Notice of Intent to Collect" document (ADM-182).

XII. **Modifications to General Terms and Conditions**

The General Terms and Conditions of this agreement are changed, supplemented, or deleted ("modified") as specified in this Section XII, which supersedes inconsistent terms, conditions, requirements, or provisions contained elsewhere in this agreement. If all modifications do not fit on this page, the numeral "4" in the phrase "of 4" in the header of each page of this Attachment A must be changed to equal the total number of pages in this Attachment A, and each new page must be identified and successively numbered in the same manner as the first five pages.

- This Section XII does not contain modifications to the General Terms and Conditions of this agreement.  
 This Section XII does contain modifications to the General Terms and Conditions of this agreement. Attachment A comprises 4 pages.

GRANT AGREEMENT  
BETWEEN  
**Township of Bloomfield**  
(Name of Grantee)  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT IDENTIFIER: FS17-030  
APPROVED PROJECT BUDGET

ACCOUNT DESCRIPTION	TOTAL BUDGET	FEDERAL	STATE	GRANTEE	OTHER
A. Personnel Costs					
Salaries	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fringe Benefits	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
B. Consultants and Subcontractors	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
C. Other Costs Specify below					
▪ Implementation of the project	\$ 30,000.00	\$ 0.00	\$ 30,000.00	\$ 0.00	\$ 0.00
proposal approved by DEP SFS	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Community Forestry Program	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
D. Audit	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Subtotal Direct Costs	\$ 30,000.00	\$ 0.00	\$ 30,000.00	\$ 0.00	\$ 0.00
Less Program Income (enter as negative)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Direct Costs	\$ 30,000.00	\$ 0.00	\$ 30,000.00	\$ 0.00	\$ 0.00
Indirect Costs (indicate rate: 0.00% )	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL PROJECT AMOUNT</b>	<b>\$ 30,000.00</b>	<b>\$ 0.00</b>	<b>\$ 30,000.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>

TOTAL GRANT AMOUNT is  the sum of "Federal" and "State" column totals \$30,000.00  
 the sum of "Federal" "State" and "Other" column totals \$

The sums identified in the "Total Budget" column are itemized and justified in (check one or more as appropriate)

- Attachment D, Scope of Services, on page(s) \_\_\_\_\_.
- Attachment D-2, Grantee's Proposal, on page(s) 9.
- Attachment B-1, Itemization and Justification of Budget, comprising 1 page(s).

GRANT AGREEMENT  
BETWEEN  
**Township of Bloomfield**  
(Name of Grantee)  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS17-030

EXPENDITURE REPORT: For the period beginning \_\_\_\_\_ and ending \_\_\_\_\_

ACCOUNT DESCRIPTION	APPROVED PROJECT BUDGET	PREVIOUSLY REPORTED CUMULATIVE EXPENDITURES	ACTUAL EXPENDITURES AS OF _____ (date)	CUMULATIVE EXPENDITURES	UNEXPENDED BALANCE
A. Personnel Costs					
Salaries	\$ 0.00				
Fringe Benefits	\$ 0.00				
B. Consultants and Subcontractors	\$ 0.00				
C. Other Costs Specify below:					
■ Implementation of the project	\$ 30,000.00				
proposal approved by DEP SFS	\$ 0.00				
Community Forestry Program	\$ 0.00				
	\$ 0.00				
	\$ 0.00				
D. Audit	\$ 0.00				
Subtotal Direct Costs	\$ 30,000.00				
Less Program Income (enter as negative)	\$ 0.00				
Total Direct Costs	\$ 30,000.00				
Indirect Costs (indicate rate 0.00% )	\$ 0.00				
<b>TOTAL PROJECT AMOUNT</b>	<b>\$ 30,000.00</b>				

**CERTIFICATION BY CHIEF FINANCIAL OFFICER**

I certify that the above expenditures for the period are accurate as stated, that all procurements for which payment is required have been made in accordance with the standards contained in this agreement, and that each obligation for which an expenditure is listed arose during the work period.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_ (Signature)

Name: Robert Renna  
(print name)

Title: Chief Financial Officer

**GRANT AGREEMENT  
BETWEEN**  
**Township of Bloomfield**  
(Name of Grantee)  
**AND**  
**THE STATE OF NEW JERSEY**  
**BY AND FOR**  
**THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**GRANT IDENTIFIER: FS17-030**

**SCOPE OF SERVICES**

The Scope of Services for this agreement comprises Attachment D-2, Grantee's Proposal; any project requirements delineated in Attachment D-1, Project Requirements; and any modifications, amendments, and additions to the Grantee's proposal discussed in this Attachment D. In case of conflict among the provisions of Attachments D, D-1, and D-2, the order of priority shall be: (1) Attachment D-1, (2) Attachment D, (3) Attachment D-2. This Attachment D comprises 1 page(s), including this page.

Pursuant to the New Jersey Shade Tree and Community Forestry Assistance Act, NJSA 13:1L-17.4(c), the New Jersey State Forest Service (SFS) Community Forestry program shall provide grants to local governments and shade tree commissions to assist in the implementation of an approved comprehensive community forestry management plan (CFMP) to the extent monies are appropriated or otherwise made available. The Community Stewardship Incentive Program (CSIP) grant was established to provide this financial assistance.

CSIP grants are awarded on a competitive basis to encourage projects that strongly link the use of CSIP practices to achieve community forestry management goals defined in the CFMP.

Funding for these grants comes from the New Jersey Shade Tree and Community Forest Preservation License Plate Fund (N.J.S.A. 39.3-27.81), the No Net Loss Compensatory Reforestation program (N.J.S.A. 13:1L-14.2(c)), and Green Acres (N.J.A.C. 7:36-26.5).

Municipal and county governments and their shade tree commissions, tree committees, tree boards, or tree councils are eligible to apply for a CSIP grant. Projects must be carried out on public property owned or maintained by a municipal or county government.

All grantees are required to maintain "Approved Status" in accordance with the Community Forestry program guidelines ([www.communityforestry.nj.gov](http://www.communityforestry.nj.gov)) throughout the entire grant work period.

Funding support is provided for reforestation and tree planting on public property. Grants up to \$30,000 may be awarded to develop a comprehensive tree planting and maintenance plan in conjunction with tree planting and maintenance work. Projects may use a portion of the grant funds to support the development of a tree planting and maintenance plan in accordance with the CSIP Grant Tree Planting and Maintenance Plan guidelines ([www.communityforestry.nj.gov](http://www.communityforestry.nj.gov)).

Proposals shall be fully funded to the extent possible. NJDEP SFS reserves the right to reallocate the number and amount of grant awards based on the quantity and/or quality of proposals received.

Reimbursement shall be limited to the cost of services provided by a vendor or contractor hired by the Grantee to carry out the approved work plan. This can include the cost of services for both the contractor's forestry professional and any contractor support staff aiding the professional in the conduct of the work. Salaries or wages of Grantee employees are not eligible for reimbursement under this agreement. of grant awards based on the quantity and/or quality of proposals received.

**GRANT AGREEMENT  
BETWEEN  
Township of Bloomfield  
(Name of Grantee)  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**GRANT IDENTIFIER: FS17-030**

**PROJECT REQUIREMENTS**

The Grantee shall comply with the requirements set forth below, as well as any rules and regulations promulgated pursuant to the program's enabling legislation, if any, N.J.S.A. N/A

See N.J.A.C.

N/A

Listed below are specific requirements, including special conditions, of the program and the project covered by this agreement. This Attachment D-1 comprises 3 page(s), including this page.

The Grantee agrees to comply with all applicable federal, state, and municipal laws, rules, regulations and written policies.

The Grantee shall use its own procurement procedures that reflect applicable state and local laws and regulations. Applicable state requirements shall be incorporated into any subcontracts under this agreement.

Reimbursement shall be limited to the cost of services provided by a vendor or contractor hired by the Grantee to carry out the approved work plan. This can include the cost of services for both the contractor's forestry professional and any contractor support staff aiding the professional in the conduct of the work. Salaries or wages of Grantee employees are not eligible for reimbursement under this agreement.

The forestry professional should be a NJ Certified Tree Expert, an ISA Certified Arborist, a NJ Approved Forester, or other professional who abides by the current arboricultural industry standards and community forestry best management practices.

Projects must be completed within the Work Period defined in this agreement. Changes or substitutions to work plan as defined in Attachment D-2, Grantee's Proposal, or the approved tree planting and maintenance plan must be approved by NJDEP State Forest Service (SFS).

Throughout the Work Period, the Grantee is required to maintain "Approved Status" in accordance with the Community Forestry program guidelines. ([www.communityforestry.nj.gov](http://www.communityforestry.nj.gov)) "Approved Status" means that the applicant has:

- A current, approved community forestry management plan (CFMP).
- Two (2) CORE trained representatives - one (1) municipal employee and one (1) volunteer.
- Satisfied the annual Continuing Education Unit (CEU) requirement - a total of eight (8) CEUs between at least two (2) individuals each calendar year. This requirement does not apply to applicants who are in the initial year of CFMP implementation.
- Submitted an Annual Accomplishment Report by February 15 for the previous calendar year.

The Grantee must maintain records that adequately identify the source and application of funds provided for projects. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and sub-grant award documents, etc. All invoices must be paid in full to be considered for reimbursement; advanced payments will not be made.

(continued on following page)

**GRANT AGREEMENT BETWEEN**  
**Township of Bloomfield**  
**(Name of the Grantee)**  
**AND**  
**THE STATE OF NEW JERSEY**  
**BY AND FOR**  
**THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**GRANT IDENTIFIER: FS17-030**

**REFORESTATION AND TREE PLANTING PROJECT REQUIREMENTS continued - Page 2**

The Grantee shall comply with all financial and performance reporting requirements in accordance with Section XIII of this agreement. Additionally, these reports must contain:

- Accounting of progress and/or challenges related to each outcome as defined in the project proposal.
- Photos documenting the work performed that are geo-referenced with, at minimum, the address and ordinal direction from which they were taken.
- A map indicating the final location of work performed if these locations differ from those defined in the proposed work plan or approved tree planting and maintenance plan.
- All volunteer hours contributed to the project.

As outlined in Section VII of Attachment A, an annual interim report, dated from the effective date of this agreement, shall be submitted electronically to NJDEP SFS. The final report, in accordance with reporting details in Section VII of Attachment A, shall also be submitted electronically to NJDEP SFS.

Upon project completion, the Grantee's final report shall be used to append the Grantee's CFMP and inform future plan updates or revisions.

Payments shall be made upon submission of satisfactory reports and supporting documentation. One progress payment may be made upon NJDEP SFS approval of the Tree Planting and Maintenance Plan. This payment will only reimburse for the cost incurred for the Tree Planting and Maintenance Plan. The second progress payment may be made upon planting completion and approval. Grant funds may be used only to satisfy obligations which arise during the Work Period and only as fully documented in accordance with this grant agreement.

If required, a time extension to the grant Work Period may be requested by formal letter six (6) months prior, but no later than two (2) months prior to the end of the Work Period. Adequate justification for the extension and anticipated date of completion must be provided. Extensions to the Work Period shall be approved at the discretion of NJDEP SFS.

Reforestation and Tree Planting Grants

CSIP Tree Planting and Maintenance Plan Guidelines ([www.communityforestry.nj.gov](http://www.communityforestry.nj.gov)) are incorporated into this agreement by reference and the Grantee must comply with all standards and conditions detailed therein.

CSIP tree planting grants will only support the planting of trees. No reimbursement shall be made for the planting of shrubs or herbaceous plants.

The reforestation or tree planting Grantee must submit a tree planting and maintenance plan for NJDEP State Forest Service approval within six (6) months of the effective date of the grant agreement. All planting and maintenance plans should be prepared by a NJ Certified Tree Expert, Certified Arborist, Certified/Approved Forester, or other professional as appropriate.

**GRANT AGREEMENT BETWEEN  
Township of Bloomfield  
(Name of the Grantee)  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**GRANT IDENTIFIER: FS17-030**

**REFORESTATION AND TREE PLANTING PROJECT REQUIREMENTS continued - Page 3**

The reforestation or tree planting Grantee must conduct the work (reforestation, planting and maintenance) according to the specifications detailed in the approved plans. A minimum of three (3) inspections may be conducted by NJDEP SFS to ensure compliance and tree establishment, as defined in the CSIP Tree Planting and Maintenance Plan Guidelines.

No work shall commence prior to the execution of the grant agreement and approval of the tree planting and maintenance plan by an NJDEP SFS representative.

All trees planted under this grant agreement must be guaranteed by the Grantee's contractor for a two (2) year establishment period. Ten percent (10%) of the total grant amount shall be withheld until the end of the establishment period and submission of the final report. NJDEP SFS shall release the final payment to the Grantee contingent upon attaining 100% establishment. Grantees should convey these conditions to their contractors by incorporating these requirements into their reforestation and tree planting contracts and requiring a maintenance bond.

**GRANT AGREEMENT  
BETWEEN  
Township of Bloomfield  
(Name of Grantee)  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**GRANT IDENTIFIER: FS17-030**

**GRANTEE'S PROPOSAL**

Grantee's project proposal, comprising 11 pages, including this page, is incorporated into this agreement as this Attachment D-2. Except as modified, amended, or supplemented by Attachment D, this Attachment D-2, Grantee's Proposal, describes the assignment tasks and project work units which the Grantee shall perform and deliver pursuant to this agreement.

See the following attached pages for the Grantee's Proposal.



State of New Jersey  
Department of Environmental Protection  
State Forest Service

SFS use only

**COMMUNITY FORESTRY PROGRAM  
COMMUNITY STEWARDSHIP INCENTIVE PROGRAM (CSIP)  
GRANT PROPOSAL APPLICATION**

**PROJECT INFORMATION**

Applicant (Check One): <input checked="" type="checkbox"/> Municipality, Name <u>Township of Bloomfield</u> <input type="checkbox"/> County, Name _____ <input type="checkbox"/> Other Local Government Agency/Authority, Name _____	Application Date: 4/12/2016
---	--------------------------------

Project Name: <u>Township of Bloomfield Tree Planting Initiative</u>	Estimated Start Date: 7/1/2016
--	-----------------------------------

Project Location:  
(Municipality, County) Township of Bloomfield, Essex County

Grant Category (Check one):  Resiliency Planning  Hazard Mitigation  Reforestation/Tree Planting

CSIP practice(s) addressed in the proposal (check all that apply):

<input type="checkbox"/> CSIP # 1 Training <input type="checkbox"/> CSIP # 2 Community Forestry Ordinance Establishment <input type="checkbox"/> CSIP # 3 Public Education & Awareness <input type="checkbox"/> CSIP # 4 Arbor Day <input type="checkbox"/> CSIP # 5 Tree Inventory <input type="checkbox"/> CSIP # 6 Hazard Tree Assessment <input type="checkbox"/> CSIP # 7 Storm Damage Assessment <input type="checkbox"/> CSIP # 8 Tree Maintenance and Removals	<input type="checkbox"/> CSIP # 9 Insect and Disease Management <input type="checkbox"/> CSIP # 10 Wildfire Protection <input checked="" type="checkbox"/> CSIP # 11 Tree Planting <input type="checkbox"/> CSIP # 12 Tree Recycling <input type="checkbox"/> CSIP # 13 Sidewalk Maintenance Program <input type="checkbox"/> CSIP # 14 Storm Water Management <input type="checkbox"/> CSIP # 15 Other
---	---

Project Street Address: <u>Merkel Drive, Carol Place, Elmbrook Place and Bellevue Terrace.</u> (Indicate block ranges if necessary, eg. 500-600 Block of Main Street)	Number of trees to be planted: 100 (if applicable)
Block(s): <u>1200-1204, 1326, 1327, 1331</u>	Lot(s): <u>Multiples</u>

Project Manager: Stephen Schuckman Title: Forester

Organization: Township of Bloomfield

Phone: (973) 680-4009 E-mail: sschuckman@bloomfieldtwpnj.com

Grant Request: \$ \$ 30,000.00	Leverage: \$ \$ 10,500 In-Kind \$ 10,500 Cash \$ (No match is required, but more points are earned for leveraged projects)	Project Total: \$ \$ 40,500 (Grant Request +Leverage=Project Total)
-----------------------------------	--	--

**APPLICANT INFORMATION**

Does the applicant have "Approved" status?  Yes  No  
 To determine "Approved" status answer the following questions:  
 1. Is the applicant compliant with the Shade Tree & Community Forestry Assistance Act (N.J.S.A. 13:11-17.1et. seq.)?  Yes  No  
 To be compliant, the applicant must answer yes to the following three (3) questions (NOTE: Applicants in the initial year of CFMP implementation may answer no to "c" below if the number of years in "a" is one (1):

<p>a. Does the applicant have an approved Community Forestry Management Plan:  <input checked="" type="checkbox"/> Yes, Expiration Date 12/31/2016                  Total # of Years with an approved plan 5  <input type="checkbox"/> No</p>	<p>b. Is one local government employee and one community volunteer CORE trained:  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>c. Did the applicant have eight (8) continuing education units (CEU's) between two people in the 2015 calendar year:  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>2. Did the applicant submit an Annual Accomplishment Report for the 2015 calendar year? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>Does the applicant have a community tree inventory in place? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>Is the applicant a Tree City USA? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                  If Yes, for how many years has the applicant been a Tree City USA? <input type="checkbox"/> 15</p>		
<p>Is the applicant an impacted community under the No Net Loss Reforestation program? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                  (Refer to the Request for Proposals for a complete list of NNL Impacted communities)</p>		
<p>Is the applicant a New Jersey Redevelopment Authority (NJRA) eligible municipality? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                  (A list of NJRA eligible municipalities is available at <a href="http://www.njra.us/members/">http://www.njra.us/members/</a>)</p>		
<p>Is the applicant Sustainable Jersey Certified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>Accounting Method: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Modified Accrual <input type="checkbox"/> Accrual <input type="checkbox"/> Other</p>		<p>Date of Fiscal Year: from 1/1 to 12/31</p>
<p>State Vendor ID Number: 22-6001664</p>		
<p>Authorized Official: <u>Matthew Watkins</u>                  Title: <u>Township Administrator</u>                  (Local government official authorized to sign this application and the grant agreement on behalf of the applicant, eg. Mayor, Business Administrator. This person must be identified by name as the authorized official in the Governing Body Resolution)</p>		
<p>Resolution Certifier: <u>Louise M. Palagano</u>                  Title: <u>Municipal Clerk</u>                  (Person that will sign to certify that the Governing Body Resolution was passed, eg. Municipal/County Freeholder clerk. This person <u>cannot</u> be the same as the authorized official named in the resolution)</p>		
<p>Clerk: <u>Louise M. Palagano</u>                  (Municipal, County Freeholder, other. This is the person responsible for grant contract documents)</p>		
<p>Phone: (973) 680-4015</p>		<p>E-mail: <u>lpalagano@bloomfieldwpnj.com</u></p>
<p>Address: 1 Municipal Plaza                  (Must be where contracts are to be delivered)</p>		<p>City: Bloomfield State: NJ ZIP: 07003</p>
<p>Chief Financial Officer: <u>Robert Renna</u></p>		
<p>Phone: (973) 680-4041</p>		<p>E-mail: <u>rrenna@bloomfieldwpnj.com</u></p>
<p>Address: 1 Municipal Plaza                  (Must be where checks are to be delivered)</p>		<p>City: Bloomfield State: NJ ZIP: 07003</p>
<p>As the authorized official representative of the above named applicant (local government) named in the attached Governing Body Resolution, I hereby certify that the information provided within this State Forestry Service Community Stewardship Incentive Program grant proposal application and this application form is complete and true.</p>		
<p> Signature Authorized Official Representative</p>	<p><u>Matthew U. Watkins</u> Printed Name &amp; Title of the Authorized Official Representative</p>	<p><u>4/7/16</u> Date</p>

PROJECT OVERVIEW

Provide a comprehensive but succinct overview of the proposed project that includes basic details of who is doing what, where, and why. Projects should effectively work toward the stated goals of the Community Forestry Management Plan (CFMP) by carrying out specific objectives identified in the CFMP and in accordance with the grant categories defined in the Request for Proposals. Address the project's suitability as the most appropriate method to accomplish this through the use of CSIP Practices identified in the CFMP.

The Township of Bloomfield is applying for a Community Stewardship Incentive Program (CSIP) Grant within the Reforestation and Tree Planting Tier 1 Category to plant approximately 100 trees throughout the Township. The Township will lead this initiative in collaboration with the Township Forester, its Department of Public Works (DPW), and local community groups. The funding will be used to plant trees throughout the Township including Merkel Drive, Carol Drive, Elmwood, and Bellevue Terrace. This tree planting initiative will help the Township work towards the goals stated in their Community Forestry Management Plan (CFMP) for "tree planting," (CSIP #11- tree planting) for the elimination of the tree planting backlog; and the minimization of under-stocked neighborhoods with trees. The Township continually seeks to increase the community forestry efforts and works towards improving the environment of Bloomfield. Planting approximately 100 new trees throughout the Township will have many positive impacts including increased tree canopy, improving air quality, and mitigating stormwater runoff. This project will benefit both the environmental and public health of the entire Bloomfield community.

**COMMUNITY FORESTRY MANAGEMENT PLAN (CFMP) IMPLEMENTATION (35 points)**

Identify the grant category for this project as defined in the Request for Proposals and describe how the project addresses one or more of the CSIP practices identified in the Community Forestry Management Plan. Explain how this work supports the goals, objectives, and statement of plan implementation defined in the CFMP, and how it benefits your community.

The Township of Bloomfield is applying to the Community Forestry Program for a Community Stewardship Incentive Program (CSIP) Grant within the Reforestation and Tree Planting Tier 1 Category to plant approximately 100 trees throughout the Township. The funding will be used to plant trees along residential streets throughout the Township encompassing Merkel Drive, Carol Drive, Elmwood, and Bellevue Terrace. In collaboration, the Township and the Township's Forester will manage and oversee this project. Bloomfield is currently in its final year of its second five-year Community Forestry Management Plan (CFMP), which will expire on December 31, 2016. The Township will develop a new five-year CFMP later this year to commence on January 1, 2017. This funding will enhance Bloomfield's forestry program in a number of ways, directly contributing to several of the goals laid out in the Township's CFMP. The grant will make possible the purchase and planting of 100 new trees, which will contribute to the forestry management plan's goals for "tree planting," (CSIP #11- tree planting) which include:

- Elimination of the tree planting backlog; and
- Elimination or minimization of under-stocked neighborhoods with trees

These goals will be achieved as planting 100 new trees within the Township will help to lessen the backlog of trees to be planted. The street trees will be planted to help minimize under-stocked neighborhoods with trees. The proposed project will fit seamlessly into Bloomfield's long-term forestry program, as each aspect of the program is included in the long-term plan. The overarching long-term goal for the program is to work towards a healthy forest for Bloomfield, and this project will help in achieving this vision. Objectives within the Township's long-term forestry plan to achieve these goals include: ensuring that trees within the public right-of-way contribute to the environmental and economic vitality of the area; balancing tree species diversity through proactive tree planting and tree replacement program; implementing a routine tree maintenance plan; and increasing the Township's public education, awareness, and outreach. These objectives will be addressed by this project by planting trees in selected locations, encouraging community involvement with tree planting, and continued efforts to make the public aware of tree planting activities throughout the Township.

This project coincides with the CFMP's Statement Plan of Implementation as for each of the five years of the plan, the Township plans to conduct a spring and a fall tree planting. This project will also address the long-term priority of developing a proactive tree planting and replacement program by increasing the number of new trees planted in Bloomfield. The tree plantings will also bring attention to the importance of regular tree maintenance to ensure healthy trees in the Township. The project will benefit the entire Bloomfield community as it will increase the Township's tree inventory and create a healthy and robust forest throughout the Township.

## 2. WORKPLAN (25 points)

Describe how this project will be carried out. Describe the project location, the methods to be employed and the personnel and/or partners who will accomplish the work. A project timeline consistent with the Request for Proposals and clearly indicating significant milestones must be included as a diagram or narrative. For tree planting projects, a maintenance plan for two years after the date of planting completion must be included as part of the workplan.

The Township will lead this initiative in collaboration with the Township forester, its Department of Public Works (DPW), and community groups in Bloomfield. The Forester will work with Greener Bloomfield, a local environmental organization, which has collaborated on past tree initiatives and continues to support the forestry efforts in Bloomfield.

The planting sites that have been targeted for this project include:

1. 5- 150 Merkel Drive (40 trees)
2. 10-55 Carol Drive (15 trees)
3. 5- 50 Elmbrook Place (15 trees)
4. 10-50 Bellevue Terrace (30 trees)

The Township's Forester will select the trees to be planted and will work with the Township's DPW to assist in the planting and in carrying out the maintenance for the newly planted trees. The CFMP guides tree maintenance for the Township. The Forester will consider placement of overhead wires, surface and planting space surrounding the site, and areas for appropriate drainage of excess water, when determining locations. Trees will be selected, planted and tagged as part of the planting process. Care for the new trees will be incorporated into the existing tree maintenance plan as part of the required two year maintenance plan for the newly planted trees. The DPW will be responsible for carrying out day to day tree maintenance and watering.

The tree maintenance plan's goals include:

1. Improving and maintaining the long-term health and physical condition of Bloomfield's public tree population.
2. Maximizing the life of existing trees.
3. Minimizing tree hazards and maintaining public safety.
4. Optimizing the balance between the benefits that trees provide to the community and the cost of maintaining them.
5. Responding promptly and effectively to citizen complaints and service requests.

Specific activities related to this project for the maintenance plan will include: Tree Planting (September-November 2016, March-May 2017). Tree Mulching and Stake Removal (September 2017). Tree Watering (throughout Year 1). Replacing Mulch (throughout Year 1, Year 2, Year 3). Tree Pruning (Year 2). These activities will be outlined in greater detail upon development of the two year maintenance plan.

The DPW will incorporate a tree maintenance and watering schedule into its daily rounds specifically for the new trees planted through this project. As part of the new tree planting process, one TreeGator bag for each of the new trees to be planted will be provided as well fertilizer, mulch, pruning, and staking. Public education and awareness efforts will supplement tree planting activities. Efforts will take place at appropriate community events, specifically during Arbor Day Celebrations and local community fairs and events.

The activities for this tree planting project will take place following the timeline below:

- July 2016: Grant award and signing of grant agreement.
- July 2016: Hire Tree Expert consultant to complete 2 year maintenance plan for tree plantings.
- August- September 2016: Completion of 2 year maintenance plan submitted for final approval to SFS.
- September 2016: DPW and Forester will conduct mark outs for the September- November planting period. Forester will select, purchase, and tag trees for planting.
- September- November 2016: DPW and Forester will begin tree planting at designated fall planting locations.
- November 2016: Forester will evaluate plantings and place stakes.
- March 2017: DPW and Forester will arrange mark outs for tree planting activities during the March- May planting period. Forester will select, purchase, and tag trees for planting.
- April 2017 (Arbor Day Celebration): Coinciding with annual Arbor Day Celebrations
- April- May 2017: DPW and Forester will continue with tree planting at designated spring planting locations.
- Continuous 2017- 2019: DPW will facilitate maintenance activities and monitoring trees, along with Forester. All required and requested reporting will be provided to the CSIP grant manager for SFS approval.

III.3 COMMUNITY CAPACITY (20 points)

Describe the local government's unique strengths and past demonstrated commitment to managing the community forest resource.

The Township of Bloomfield's governing body and Forester have demonstrated their ability to manage community forestry resources. The Township will lead this initiative in collaboration with the Township Forester, its Department of Public Works (DPW), and community groups in Bloomfield. The Township Forester is a NJ Certified Tree Expert and is responsible for providing urban forestry consultation services, assisting the DPW in developing tree maintenance policies, and coordinating tree replacement and planting. The Forester is guided by the Township's CFMP which includes tree planting, maintenance, care, disaster planning, hazard management, and public education, awareness, and outreach. The Forester will also work with Greener Bloomfield, a local environmental organization, which has collaborated on past tree initiatives and continues to support the forestry efforts in Bloomfield.

Since Bloomfield's first CFMP, the Township has continued with a sound municipal forestry program, planting over 1000 new trees since 2006, distributed throughout the Township and expanding the species diversity. In 2012, the Township's DPW absorbed the maintenance division of Parks and Recreation, increasing manpower, and providing workers experienced in greenspace maintenance and shade tree efforts. The Forester has since worked with personnel and cross-trained many in forestry management practices. The Bloomfield DPW will provide in-kind services for tree planting and maintenance throughout this project.

The Township remains committed to furthering its forestry efforts and earned Tree City USA certification in 2000 and Sustainable Jersey Certification led by Bloomfield's "Green Team," Greener Bloomfield, in 2014. Greener Bloomfield is a group of dedicated volunteers who have organized to promote responsible environmental management within the township of Bloomfield and to help build a sustainable community. The Township and Greener Bloomfield have recently collaborated in successfully obtaining and managing a grant awarded by TD Bank and the Arbor Day Foundation to plant approximately 40 trees and provide educational and outreach efforts for the entire community. Greener Bloomfield has an extensive network of planting and gardening experts who can provide planting and maintenance insight for the newly planted trees. Volunteers from Greener Bloomfield have extensive experience with tree planting initiatives and many are Master Gardeners with years of gardening and planting experience.

**MONITORING AND EVALUATION (10 points)**

Identify measurable outcomes applicable to each CSIP practice that applies under each CFMP goal or objective addressed through this project.

CFMP Goal or Objective	CSIP Practice	Outcome (# of units expected)
<i>Example: Conduct an inventory to understand the present state of the Community Forest resource to prioritize maintenance activities, identify planting locations, and locate ash trees.</i>	<i>Tree inventory</i>	<i>1 complete inventory of all the community trees; OR 1 sample inventory; OR 1 partial inventory of the central business district</i>
	<i>Public education and awareness</i>	<i>1 press release</i>
	<i>Insect and disease management</i>	<i>1 ash mitigation plan prepared</i>
<i>Example: Mitigate the amount of stormwater runoff entering the combined sewer system.</i>	<i>Tree planting</i>	<i># trees planted</i>
	<i>Storm water mitigation</i>	<i># of feet per year of stormwater intercepted</i>
Elimination of the tree planting backlog	Tree planting	100 trees planted
Minimization of under-stocked neighborhoods with trees	Tree planting	100 trees planted

**MONITORING AND EVALUATION EXPLANATION**

Provide a brief description of the project's monitoring and evaluation plan.

This project will help in working to accomplish the goals of the CFMP for "tree planting," (CSIP #11- tree planting), to eliminate the tree planting backlog; and to help minimize the under-stocked neighborhoods with trees. By planting 100 new trees, the Township will increase the community forestry for all of Bloomfield.

The Township will measure and track the first, second and third year survival rates of trees to evaluate the success of this project. The progress of all trees will be monitored by the Forester and DPW to assess the health of trees and modify tree care as needed to maximize survivability. The Township's goal will be to monitor the overall tree strength after the 3- year grant period to assure the tree planting project was successful. As part of the evaluation process, the Planting and Maintenance plan created for the project will guide the efforts to monitor each tree.

BUDGET AND PROJECT LEVERAGE (10 points)								
Budget Form								
	GRANT CSIP Request	LEVERAGE <sup>1</sup>						Total Project Cost (TPC) (TPC = CSIP Request + Leverage)
		Federal	State (Not CSIP)	Local Government	Private Foundations or Non-profits	Volunteers	Other	
Grantee Employee Salary/Wages				\$ 10,500.00				\$ 10,500.00
Fringe Benefits								\$ 0.00
Consultants and Subcontractors	\$ 1,000.00							\$ 1,000.00
Other (specify below)								\$ 0.00
• Trees	\$ 25,000.00							\$ 25,000.00
• Gator bags	\$ 2,500.00							\$ 2,500.00
• Mulch/Fertilize	\$ 1,500.00							\$ 1,500.00
•								\$ 0.00
•								\$ 0.00
<b>TOTAL</b>	<b>\$ 30,000.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 10,500.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 40,500.00</b>
Explanation of Budget and Project Leverage								
<p>Describe how the project will maximize funding by using it to leverage contributions as explained in the Request for Proposals.</p> <p>The total project cost for Bloomfield's tree planting process will include the development of the Planting and Maintenance Plan by a hired consultant, the cost for the trees to be planted, and the in-kind services for planting and maintenance to be supplied by the Township's DPW. This project will maximize the use of funds by leveraging the Township's commitment to help with maintenance and to plant as many trees as possible with the requested funding.</p> <p>Total Grant Request: \$30,000            Tree Planning and Maintenance Guide- \$1,000            100 trees at \$250= \$25,000            Gator bags - 100 @ \$25 = \$2,500            Remainder for mulch, fertilizer- \$1,500</p> <p>Total In-Kind \$10,500:            Forester- 100 hrs for supervision, inspections, reports - @\$85 per hour= \$8,500            DPW time to water- average \$120/hour 6 trees an hour, 100 trees= \$2,000</p>								

<sup>1</sup> There is no match required for this grant, but leverage will be used as a criterion for proposal selection. See the Request for Proposals for more information.

## Stephen Schuckman

25 Cleveland Street Road  
Caldwell, New Jersey 07006  
Cell: 973-494-1296  
e-mail: [smschuckman@verizon.net](mailto:smschuckman@verizon.net)

### *Education*

1981 Bachelor of Science – Chemistry  
1981 Bachelor of Science – Biology, Quincy College, Quincy, Illinois  
1985 Masters of Science – Botany, University of Missouri-Columbia

### *Awards, Fellowships, Grants*

1981- Distinguished Biologist, Quincy College, Quincy, Illinois  
1985 - Dean's Award for Excellence in Field , University of Missouri-Columbia

### *Positions Held*

1993-1998

Superintendent of Parks Services, Township of Montclair, NJ  
Directed the maintenance and improvements to municipal parkland  
Supervised parks and shade tree personnel  
Developed specifications for capital improvements

1998 – 2005

Horticultural Manager, Van Vleck House & Gardens, Montclair, NJ  
Directed the horticultural restoration of an old estate made public garden  
Assisted with fundraising and grant procurement  
Trained and directed staff

2005 – Present

First Mountain Arboriculture, LLC , Caldwell, NJ  
Formed consulting business providing urban forestry services to municipalities  
Provides arboricultural and horticultural services to developers, planning boards, and private individuals

### *Municipalities Served:*

2003-2011 – Borough of Glen Ridge  
2006 - Present – Township of Bloomfield  
2008-Present – Township of Montclair  
2010 – Present – Borough of Hawthorne  
2011 – Present – Township of Maplewood

*Conference Presentations*

North Jersey Tree Conference, January 2010  
Title: The Challenge of Urban Forestry

Bartlett's Winter Tree Seminar, March 2010  
Title: Managing the Modern Urban Forest

North Jersey Tree Conference, January 2012  
Title: Fungi: The Good, The Bad, The Ugly

Bartlett's Winter Tree Seminar, March 2012  
Title: Current Issues in Urban Forestry

*Instruction*

Rutgers University Office of Continuing Professional Education

Courses taught:

Municipal Shade Tree Management

Advanced Pruning Techniques

*Licenses – Certifications*

ISA Certified Arborist NJ-0856A

New Jersey Licensed Tree Expert # 512

*References*

Mr. Paul Lasek, Director

Department of Engineering, Township of Bloomfield

973-680-4009

Mr. Steve Wood, Director

Department of Community Services, Township of Montclair

973-783-5600

Mr. Michael Zichelli, Director of Planning

Borough of Glen Ridge

973-748-8400

Ms. Alison Barnett

Executive Director, Van Vleck House & Gardens (ret)

973-768-6655

LOUISE M. PALAGANO  
Municipal Clerk



Telephone  
(973) 680-4015  
Fax  
(973) 680-0048

## TOWNSHIP OF BLOOMFIELD

1 Municipal Plaza - Room 214  
Bloomfield, New Jersey 07003-3487

State of New Jersey :  
  : ss.:  
County of Essex        :

I, Louise M. Palagano, Municipal Clerk of the Township of Bloomfield, County of Essex, State of New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted at the meeting of the Township Council held on March 21, 2016, together with the certification, signatures and endorsements thereon.

**RESOLUTION 14-3 – RESOLUTION AUTHORIZING APPLICATION FOR AND EXECUTION OF A COMMUNITY STEWARDSHIP INCENTIVE PROGRAM (CSIP) GRANT AGREEMENT BETWEEN THE TOWNSHIP OF BLOOMFIELD AND THE STATE OF NEW JERSEY IN THE AMOUNT OF \$30,000.00**

In witness hereof, I have hereunto set my hand and affixed the official seal of the Township of Bloomfield on this 5<sup>th</sup> day of April, 2016.

  
Louise M. Palagano  
Municipal Clerk



Township Council  
1 Municipal Plaza  
Bloomfield, NJ 07003

Louise M. Palagano  
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 03/21/16 07:00 PM

**2016 RESOLUTION GRANT AGREEMENTS**

**RESOLUTION AUTHORIZING APPLICATION FOR AND EXECUTION OF A  
COMMUNITY STEWARDSHIP INCENTIVE PROGRAM (CSIP) GRANT  
AGREEMENT BETWEEN THE TOWNSHIP OF BLOOMFIELD AND THE STATE OF  
NEW JERSEY IN THE AMOUNT OF \$30,000.00**

WHEREAS, the Mayor and Council of The Township of Bloomfield desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$30,000 to fund the following project: Community Forestry Program: Community Stewardship Incentive Program (CSIP) for Reforestation/Tree Planting to plant approximately 100 trees within the Township of Bloomfield as well as for care and maintenance of the planted trees.

NOW, THEREFORE BE IT RESOLVED, the Mayor and Council resolves that Matthew Watkins or the successor to the office of Administration is authorized (a) to make application for such a grant, (b) if awarded, to execute a grant agreement with the State for a grant in an amount not less than \$30,000 and not more than \$30,000 and (c) to execute any amendments thereto.

\*...\*...\*

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on March 21, 2016.

Municipal Clerk of the Township of Bloomfield

Mayor of the Township of Bloomfield

APPROVED AS TO FORM AND PROCEDURE  
ON BASIS OF FACTS SET FORTH

DIRECTOR OF LAW-TOWNSHIP ATTORNEY

✓ Vote Record – Resolution						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopt	Elias N. Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Deny	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Table	Wartyna Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Not Discussed	Joseph Lopez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> First Reading	Carlos Pomares	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Table with no Vote	Michael J. Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Approve						
<input type="checkbox"/> Veto by Mayor						
<input type="checkbox"/> Discussion						
<input type="checkbox"/> Defeated						
<input type="checkbox"/> Discussion No Vote						

**CERTIFICATION\***

I, Louise M. Palagano,  municipal clerk  county clerk  Utilities Authority Clerk

(other, specify) \_\_\_\_\_ of the **Township of Bloomfield** certify that this resolution was duly adopted by

the **Township Council** at a meeting duly held on the 21<sup>st</sup> day of March, 2016;

that this resolution has not been amended or repealed; and that it remains in full force and effect on the date I

have subscribed my signature. \*\*

  
\_\_\_\_\_  
(signature) \*

Louise M. Palagano

Municipal Clerk

Date: 10/24/16 \*\*

**ADDENDUM TO RESOLUTION 14-3:**

The Township of Bloomfield agrees to comply with all applicable federal, state and municipal laws, rules, and regulations in the performance pursuant to the grant agreement.

\* Certification must be signed by an official other than the individual authorized to execute the agreement.

\*\* This date must be no more than sixty (60) days prior to the Grantee's execution of the agreement. If the original certification expires prior to the Grantee's execution, Grantee must submit a currently certified copy of this Attachment C when it returns the executed agreement to the Department.

**GRANT AGREEMENT  
BETWEEN**

**(Name of Grantee)  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**GRANT IDENTIFIER:**

**SUBCONTRACTOR CERTIFICATION**

As a condition of the State's consent to the subcontract entered into between Township of Blairstown (the "subcontractor") and \_\_\_\_\_ (the "Grantee") (such subcontract, the "subcontract") for work in furtherance of the grant agreement with the State of New Jersey (the "State") captioned above (the "grant agreement") and in consideration of any payment or benefit the subcontractor may receive for its performance of the subcontract, the subcontractor agrees that the following terms, provisions, and conditions ("terms") shall be additional terms of the subcontract, shall inure to the benefit of the State, and shall not be modified in any way without the written agreement of the State:

1. With respect to all services and goods the subcontractor provides pursuant to the subcontract or in furtherance of the grant agreement, the subcontractor shall comply with, and shall be bound by, all terms of the grant agreement (excepting only (a) those terms, if any, requiring the provision of goods or services not required by the subcontract, (b) the following Sections of the General Terms and Conditions of the grant agreement: IV, IX, X, XI, XIII, XV, XVI, XVII, and XXII, and (c) Attachments B, B-1, B-2, C, and G) as though it were the Grantee and as though all such terms were explicit terms of the subcontract for the benefit of the State as third party beneficiary. The subcontractor acknowledges that the Grantee has given it a complete copy of the grant agreement and that it is familiar with all of the grant agreement's terms.
2. The subcontractor acknowledges and accepts that it is an independent principal working for the Grantee and has no relationship with the State in connection with the grant agreement as its agent, servant, employee, grantee, contractor, or otherwise.
3. The subcontractor shall make no claim or demand against the State, its officers, its agents, its servants, or its employees (the "State or its agents") (a) which arises out of or in connection with, or which is based on, (i) the subcontract or the grant agreement, (ii) any services or goods the subcontractor provides pursuant to the subcontract or in furtherance of the grant agreement, or (iii) the relationship between the subcontractor and the Grantee in connection with the subcontract or (b) which would not exist if the subcontract did not exist.
4. The subcontractor shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost (collectively, "damage") arising, or claimed to arise, from, in connection with, or as a result of, the subcontractor's performance, attempted performance, or failure to perform in connection with the subcontract (collectively, "performance"), regardless of whether such performance was undertaken by the subcontractor, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the subcontractor had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. The subcontractor (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses incurred in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The subcontractor shall not assert any defense which would be available to the State but not to the subcontractor, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. This agreement to indemnify shall continue in full force and effect after the termination or expiration of the subcontract and the grant agreement. The subcontractor does not hereby agree to indemnify the State against damage to the extent it results from the State's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. As soon as practicable after it receives a claim for damage made against it, the State shall notify the subcontractor in writing and shall have a copy of such claim forwarded to the subcontractor.

Date: \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(print name of subcontractor)

by:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

ATTEST:

\_\_\_\_\_  
(print title)

\_\_\_\_\_  
(signature of another officer of subcontractor,  
if corp. or org.; otherwise, person as witness)

\_\_\_\_\_  
(number and street)

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
(municipality, state, and zip code)

\_\_\_\_\_  
(telephone number)

**CERTIFICATION\***

I, \_\_\_\_\_, \_\_\_\_\_, of  
(print name) (print title)

\_\_\_\_\_ certify that the individual who executed this  
(print subcontractor's name)  
Subcontractor Certification on behalf of the subcontractor was duly authorized to do so.

ATTEST:

\_\_\_\_\_  
(signature of subcontractor's secretary or equivalent)

\_\_\_\_\_  
(signature of another officer of subcontractor,  
if corp. or org.; otherwise, person as witness)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

\_\_\_\_\_  
(print title)

Date: \_\_\_\_\_



\*This certification must be completed if the subcontractor is an organization, rather than a sole proprietorship.

**GRANT AGREEMENT  
BETWEEN  
Township of Bloomfield  
(Name of Grantee)  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT IDENTIFIER: FS17-030**

**STATEMENT OF ADEQUACY OF ACCOUNTING SYSTEM\***

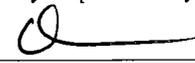
If Grantee is a governmental agency, complete Section A. If Grantee is a non-governmental agency, complete Section B.

**Section A: Governmental Agency**

I am the Chief Financial Officer (Print title of Chief Financial Officer ) of Township of Bloomfield and, in this capacity, I will be responsible for establishing and maintaining the financial statements for the project. The accounting system that will be established and maintained for the purpose of this agreement will be adequate to:

1. provide for accurate identification of the receipts and expenditures of funds by approved budget cost categories;
2. provide for documentation supporting each book entry, filed in such a way that it can be easily located;
3. provide accurate and current financial reporting information;
4. be integrated with a strong system of internal controls; and
5. conform to any and all Department requirements or guidelines as now in effect and as may be periodically amended.

Date: \_\_\_\_\_

  
 \_\_\_\_\_  
 (signature)  
**Richard Renna**  
 \_\_\_\_\_  
 (print name)

**Section B: Non-governmental Agency**

I am a  certified public accountant  duly licensed public accountant and have been engaged to examine the financial statements of Township of Bloomfield which will be maintained for the project.

In my opinion, the accounting system and internal controls  in use  to be established on \_\_\_\_\_ for this agreement  are  will be adequate to:

1. provide for accurate identification of the receipts and expenditures of funds by approved budget cost categories;
2. provide for documentation supporting each book entry, filed in such a way that it can be easily located;
3. provide accurate and current financial reporting information; and
4. conform to any and all Department requirements or guidelines as now in effect and as may be periodically amended.

Date: \_\_\_\_\_

\_\_\_\_\_  
 (signature)  
 \_\_\_\_\_  
 (print name)  
 \_\_\_\_\_  
 (print title)

\* This form must be completed as part of the agreement if required by Section VI.A of Attachment A, Additional Provisions and Special Modifications

### REFERENCE BIBLIOGRAPHY

This bibliography is provided for reference purposes only. It lists documents incorporated by reference into this agreement and other documents which might be helpful to the Grantee.

#### A. New Jersey Department of the Treasury

- State Circular Letter 15-08-OMB : Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid
- State Grant Compliance Supplement

#### B. United States General Accounting Office

- Government Auditing Standards (Yellow Book)

#### C. United States Office of Management and Budget

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
- Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments (Common Rule), (March 11, 1988) <http://www.whitehouse.gov/omb/grants/chart.aspx>
- Compliance Supplement for Single Audits of State and Local Governments-Uniform Requirements for Grants to State and Local Governments (Compliance Supplement, Revised)

#### D. American Institute of Certified Public Accountants ("AICPA")

- State and Local Governments – Audit and Accounting Guide
- Not-for-Profit Organizations — AICPA Audit and Accounting Guide