

# Exhibit “A”

HAZARDOUS DISCHARGE SITE REMEDIATION  
PUBLIC ENTITY GRANT AGREEMENT

**CHECKLIST FOR COMPLETING AND SUBMITTING CLOSING DOCUMENTS**

1. Obtain a resolution or ordinance adopted by Public Entity substantially in the form attached to the HDSRF Grant Agreement as Schedule D (The "Resolution" or "Ordinance"). Have the Resolution or Ordinance certified by an Authorized Representation of the Public Entity.
2. Enter into contract(s) for the performance of the project. If the project entails only one of the following activities: preliminary assessment, site investigation, remedial investigation or remedial action, then the contract(s) must provide for the performance of the entire project. If the project entails two or three of such activities, then the contract must provide for the performance of at least the first such activity.
3. Have the Authorized Representative designated in the Resolution or Ordinance execute each of the three originals of the Grant Agreement on the page and at the place indicated and have the Grant Agreements attested by an official authorized to attest such documents.
4. Fill in and complete the information required on the original of Schedule C of the Grant Agreement, entitled "Certification of Awarded Contracts," which have been provided in your packet, and have the Authorized Representative execute and date same. Attach copies to Schedule C of the contracts that have been awarded. See item 2 above.
5. Complete and submit Schedule E -Public Entity Project Status Summary no later than **December 31<sup>st</sup> of each year until completion of the Project.** (Refer to Section 4.1 B of the Grant Agreement and Schedule E for details)
6. Obtain and attach a copy of the deed, or other evidence of site control, or tax certificates to the project, as the case may be.
7. Obtain and attach a copy of the Tax Clearance Certificate for the Grantee, issued by the New Jersey Division of Taxation, not more than 180 days old as of the date of closing. This Grant shall not close unless the Authority is in satisfactory receipt of the Tax Clearance Certificate.
8. Enclose in one overnight mail package and send to the Authority the following:
  - 1) **all three originals** of the signed and attested Grant Agreement (included in the transmittal email;
  - 2) a copy of the certified resolution or ordinance of the Public Entity;
  - 3) the original of the executed Schedule C (including resolutions awarding contracts); and
  - 4) evidence of site control, if applicable.

**CLOSING INSTRUCTIONS AND REQUIREMENTS**  
**HDSRF PUBLIC ENTITY GRANT AGREEMENT**

Set forth below are instructions and requirement for closing on your Hazardous Discharge Site Remediation Public Entity Grant (the “HDSRF Grant”), along with descriptions of the closing documents.

**General Closing Procedures**

Attached in this packet for execution by the public entity receiving an HDSRF grant are is the HDSRF Grant Agreement (the “Grant Agreement”).

In order to close on its HDSRF Grant, the public entity must complete and execute these documents, obtain evidence of site control of the project (“Evidence”) if applicable, and then submit such documents to the Authority at the same time, in the same package. Please note that if the public entity fails to submit all the required documents at the same time they will be returned without review by the Authority, which may delay or jeopardize closing on the grant.

If and when all the documents, including a valid Tax Clearance Certificate and Evidence, if applicable, are submitted to the Authority, they will be reviewed by the Authority and its counsel. Provided they are found to be in proper form and order, the Authority will execute the Grant Agreement and return a fully executed original to you. Upon such mailing, closing shall be complete.

These closing documents are to be executed by an official of the public entity who has been authorized by the public entity resolution or ordinance (see Schedule D of Grant Agreement for Sample) to execute same on its behalf (the “Authorized Representative”).

**DESCRIPTION OF CLOSING DOCUMENTS AND INSTRUCTIONS FOR  
COMPLETING SAME**

**[ ] The Grant Agreement**

The Grant Agreement governs the rights and duties of the parties with respect to your HDSRF Grant. The provisions of this Grant Agreement have been standardized to apply to all public entity grantees under this program and are not negotiable. Please review the Grant Agreement carefully in consultation with your counsel. If acceptable, have the Authorized Representative execute and acknowledge three (3) originals on page 12, Schedules C & D.

**[ ] SCHEDULE A: Project Description**

This document describes the project in respect to the grant amount, DEP's cost estimates, project scope, your legal name and address and other material information. You are not required to execute this document, but please review it for accuracy. (Please note that the disbursement check will be made out and mailed to name and address of the Grantee indicated on this Schedule A).

**[ ] SCHEDULE B: Project Completion Certificate and Calculation of Unexpended Proceeds Form**

*If the project/activity has been completed, this Schedule must be submitted with the Grant Agreement.*

This is the form that certifies to the Authority that the project has been completed in accordance with the requirements of the Grant Agreement. The attached original of this Schedule B must be executed by the Authorized Representative and submitted to the Authority within 10 days after the project has been completed. You will note that Schedule B includes the Calculation of Unexpended Proceeds Form. This Unexpended Proceeds Form must be filled out completely and accurately. **We strongly recommend that you immediately notify your contractor of this requirement as soon as possible so that it can assist you in completing Schedule B accurately.**

**[ ] SCHEDULE C: Certification of Awarded Contracts**

This document is a certification by the public entity of the award contracts for the project. Originals of this document must be executed by the Authorized Representative and returned with the Grant Agreement. Please note that copies of each awarded contract and of your resolution authorizing the award of same are to be attached by you to this Schedule C.

In addition, if the project includes more than one phase and you have not yet contracted out for all of them, then you must complete and submit to the Authority a separate Schedule C for each phase of the project as subsequently awarded.

**DESCRIPTION OF CLOSING DOCUMENTS AND INSTRUCTIONS FOR  
COMPLETING SAME (CON'T.)**

**[ ] SCHEDULE D: Resolution**

Schedule D contains a sample resolution for adoption by the public entity accepting the grant award and designating the Authorized Representative or Representatives that can execute the closing documents. The resolution must include:

1. the name of the program ("Hazardous Discharge Site Remediation Fund, Public Entity Grant Program"),
2. the amount of the grant, and
3. identity of the Authorized Representative who can execute the Grant Agreement and Schedules.

**[ ] SCHEDULE E: Public Entity Project Status Summary Annual *submission until completion.***

Grantee must submit to the Authority a completed Schedule E attached hereto, no later than December 31st of each year until completion of the Project. Please be advised that grant proceeds related preliminary assessment or site investigation of a contamination site must be expended within two (2) years after the date of the award; and remedial investigation of a contaminated site shall be expended within five (5) years after the date of the award.

**NOTE: FAILURE TO EXPEND AN AWARD OF FINANCIAL ASSISTANCE OR A GRANT FROM THE REMEDIATION FUND WITHIN THE TIME LIMITS SET FORTH HEREIN SHALL RESULT IN CANCELLATION OF THE AWARD.**

**[ ] Proof of Site Control**

As required by law, the public entity must provide proof to the Authority it holds a tax sale certificate for the project property; or has acquired it through foreclosure or other similar means; or has passed a resolution or ordinance or other appropriate document to acquire the property, by voluntary conveyance for the purpose of redevelopment. To do so, you must enclose as part of the closing documents a certified copy of the public entity title or tax sale certificate or resolution acquiring the project property. (not applicable to projects in the Brownfield Development Areas or projects for recreation and conservation or for affordable housing.)

**[ ] Tax Clearance Certificate**

Tax Clearance Certificates are issued by the Division of Taxation. To apply to receive a Tax Clearance Certificate, a Grantee must complete and submit the Application for Business Assistance Tax Clearance to the Division of Taxation. The Authority requires a valid Tax Clearance Certificate no more than 180 days old on file with the Authority at the time of closing or the Grant shall not close.

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

**NEW JERSEY ECONOMIC  
DEVELOPMENT AUTHORITY**

**HAZARDOUS DISCHARGE SITE REMEDIATION  
PUBLIC ENTITY GRANT AGREEMENT**

P45524  
Township of West Orange  
Project Site: Selecto Flash Inc.  
Grant Award: Up to \$41,934.00

**HAZARDOUS DISCHARGE SITE REMEDIATION**  
**PUBLIC ENTITY GRANT AGREEMENT**

GRANT AGREEMENT (the "Agreement") made and entered into by and between the New Jersey Economic Development Authority, a body corporate and politic constituting an instrumentality of the State of New Jersey (the "Authority") and Township of West Orange, a New Jersey public entity (the "Grantee").

**BACKGROUND STATEMENT**

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

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

The Authority approved the award of a grant to Grantee in the amount of up to \$41,934.00 (the "Grant") for the Remedial Action, along with report preparation, of the Selecto Flash Inc. site (the "Project").

**1. THE GRANT**

**1.1. The Grant**

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

**1.2. Term of Agreement**

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

**2. GRANTEE REPRESENTATIONS**

**2.1. Organization of Grantee**

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

**2.2. Authorization of Documents**

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

- A. have been duly authorized by the Grantee and duly executed, attested and delivered by authorized officers of the Grantee, and all proceedings of the Grantee's governing body authorizing the Grantee to enter into this Grant Agreement have been duly and lawfully adopted in accordance with applicable law;
- B. do not and will not conflict with or violate any provision of law, any order of the court, or other agency of government;
- C. do not and will not result in the creation or imposition of any lien, charge, or encumbrance of any nature other than any lien, charge or encumbrance which may be imposed on project site in connection with the awarding of this grant; and
- D. do not and will not result in the breach of the terms, conditions or provisions of any corporate restrictions or any evidence of indebtedness, agreement or instrument of whatever nature to which the Grantee is now a party or by which it is bound or constitute a default under any of the foregoing.

**2.3. Site Control, Eligibility**

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

- A. It either 1) holds a tax sale certificate on the Project Site; 2) acquired title to the Project Site through foreclosure or other similar means; or 3) acquired title to the Project Site, or passed a resolution, ordinance or other appropriate document to acquire title to the Project Site, through voluntary conveyance for the purpose of redevelopment. (Not applicable to projects in brownfield development areas or projects for recreation and conservation or for affordable housing.)
- B. There has been a discharge or there is a suspected discharge of a hazardous substance or hazardous waste on the Project Site.



- C. It has adopted by ordinance or resolution a comprehensive plan specifically for the development or redevelopment of contaminated or potentially contaminated real property in its municipality or can demonstrate to the Authority that a realistic opportunity exists that the Project Site will be developed or redeveloped within a three-year period from the completion of the remediation. Evidence of the foregoing is set forth in Schedule D (in the event a resolution was adopted).

**2.4. Pending Litigation**

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

**2.5. No Defaults**

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

**2.6. Important Inducement**

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

**2.7. Use of Grant Monies**

The Grant monies received by Grantee pursuant to this Agreement shall be used and applied by Grantee solely for the purpose of performing preliminary assessments, and/or site investigations, and/or remedial investigations and /or remedial actions on the Project Site in accordance with the scope of work approved by DEP.

It is specifically understood and agreed that funds approved for performing preliminary assessments and/or site investigations shall be expended within two (2) years after the date of the award; and funds approved for remedial investigation shall be expended within five (5) years after the date of the award. Failure to expend an award of financial assistance or a grant from the remediation fund within the prescribed time limits shall result in cancellation of the award. For the purposes of this Agreement, expended monies shall mean any grant funds disbursed by Grantor to Grantee for the Project Site in accordance with the scope of work approved by DEP.

**2.8. Compliance with Act and Regulations**

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

**2.9. Verification of Project Description**

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

**2.10. Licenses and Consents**

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

**2.11. Full Disclosure**

All representations, statements, and warranties of the Grantee set forth in its application to the Department or any documents delivered to the Department or the Authority by the Grantee in connection with the Grant: (i) are true, correct and complete; (ii) do not contain any untrue statement of material fact; and (iii) contain all material facts necessary to make the statements contained therein not misleading or

incomplete. If at any time prior to the expiration or earlier termination of this Agreement, the Grantee becomes aware of any facts, occurrences, information, statements, or events that render any of the foregoing representations or covenants herein made untrue or materially misleading or incomplete, the Grantee shall immediately notify the Authority in writing of such facts, occurrences, information, statements or events.

**2.12. Authorized Representative**

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

**3. DISBURSEMENT OF THE GRANT**

**3.1. Conditions Precedent to Disbursements**

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

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

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

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

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

**3.2. Delivery of Documents**

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

**3.3. Disbursement of Grant Monies**

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

#### **4. COVENANTS OF THE GRANTEE**

##### **4.1. Project Completion; Repayment of Unexpended Proceeds**

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

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

##### **4.2. Indemnification**

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

##### **4.3. Diligent Prosecution**

Grantee shall diligently prosecute the Project to completion and shall cause such Project to be performed in a worker-like fashion.

##### **4.4. Subrogation of Rights**

To the extent provided in the Act, the Grantee subrogates to the Department all rights it has or may have to recover Remediation Costs, as defined in the Act and Regulations, from the discharger or other liable parties. Grantee covenants that it has not relinquished, impaired, or waived, and shall not relinquish, impair or waive any right to recover the costs of remediation against any insurance carrier, discharger or person in any way responsible for a hazardous substance pursuant to N.J.S.A 58:10-23.11(g).

##### **4.5. Compliance; Inspection**

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

##### **4.6. No Assignment**

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

#### **5. DEFAULT**

##### **5.1. Event of Default**

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

- A. Except as otherwise provided herein, failure of the Grantee to comply with any terms, covenants, promises or conditions set forth in this Agreement within thirty (30) days after notice of such failure shall be given to the Grantee by the Authority. If the failure of a condition is of such a nature that it cannot be corrected within thirty days of receiving notice, it shall not constitute an Event of Default if: (1) corrective action capable of remedying such failure in the sole opinion of the Authority is instituted by the Grantee within said thirty (30) day period and diligently pursued until the failure is corrected in the sole opinion of the Authority; and (2) the Grantee shall have certified to the Authority prior to the end of said thirty (30) day period and the Authority in its sole discretion agrees that said failure is such that it can be corrected, but not within said thirty (30) day period.
- B. Any representation or warranty made by the Grantee herein, or in any report, certificate, or financial statement furnished in connection with this Agreement, or any of the Schedules attached hereto, shall prove to have been false, incorrect, or misleading in any material respect on the date as of which made.
- C. The occurrence of an Event of Default under any other agreement entered into by the Authority and the Grantee or any other agreement entered into by the Department and the Grantee with respect to this Grant.
- D. The Grantee is in violation of an administrative or judicial order, judgment, or consent agreement regarding violation or threatened violation of an environmental law regarding the Project Site, unless the violation, fee, penalty or assessment is currently being contested by the Grantee in a manner prescribed by law or unless the violation resulted from a lack of sufficient money to perform the required remediation activities.
- E. The Grantee violates the provisions of a duly recorded Deed Restriction in the case of a grant for remedial action for a project involving the redevelopment of contaminated property for recreation or conservation purposes.
- F. The Grantee fails to expend funds approved to perform preliminary assessments and/or site investigations within two (2) years after the date of the award; and/or the Grantee fails to expend funds approved for remedial investigation within five (5) years after the date of the award, no further moneys will be disbursed and the award cancelled.

## 5.2. **Remedies**

- A. Available Remedies  
Upon the occurrence of an Event of Default, the Authority may exercise one or more of the following remedies:
  - (i) terminate the Grant Agreement;
  - (ii) require the return of all unspent proceeds of the Grant and the repayment of all proceeds of the Grant spent by the Grantee, such repayment to be made within 10 days after receiving notice of the default from the Authority;
  - (iii) avail itself of all other legal or equitable remedies provided in law or equity. This includes, without limitation, the right to obtain injunctive relief or specific performance. If injunctive relief is sought, Grantee waives the requirement of posting bond.

B. No Remedy Exclusive

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

C. Agreement to Pay Attorneys' Fees and Expenses

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

D. No Additional Waiver Implied by One Waiver

In the event any agreements contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**6. MISCELLANEOUS**

**6.1. Limitation of Liability of Authority**

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

**6.2. Notices**

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

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

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

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

**6.3. Severability**

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

**6.4. Applicable Law**

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

**6.5. Binding Effect**

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

**6.6. Amendments**

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

**6.7. No Warranty of Condition or Suitability by Authority**

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

**6.8. Further Assurances**

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

**6.9. Headings**

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

**6.10. Sole Agreement**

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

**6.11 Counterparts**

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and may be delivered by telecopier, e-mail, PDF or other facsimile transmission all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

**6.12. Contractual Liability Act**

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

**6.13 Executed Contract.**

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

**6.14 No Assignment**

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

**6.15 Cross Default**

It is specifically understood and agreed that this Grant is cross-defaulted with any other agreement entered into by the Authority and the Grantee or any other agreement entered into by the Department and the Grantee with respect to this Grant.

**6.16 Electronic Signature**

Electronic signature on this Agreement shall be deemed to be valid execution and delivery as though an original ink. The parties explicitly consent to the electronic delivery of the terms of the transaction evidenced by this Agreement and affirm that their electronic signatures indicate a present intent to be bound by the electronic signatures and the terms of the Agreement. The electronic signature can be done either by ADOBE Acrobat or any other similar signature software that can be used for electronic signatures or by printing, manually signing, and scanning.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed and delivered as of the date and year set forth below.

NEW JERSEY ECONOMIC  
DEVELOPMENT AUTHORITY

WITNESS:

By: \_\_\_\_\_

By: \_\_\_\_\_

Arlene M. Clark  
Director  
Closing Services

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

[SEAL]

TOWNSHIP OF WEST ORANGE

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Robert D. Parisi  
Mayor

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

P45524  
Township of West Orange  
Project Site: Selecto Flash Inc.  
Grant Award: Up to \$41,934.00



***List of Attached Schedules***

*Schedule A-Project Description*

*Schedule B-Project Completion Certificate and Calculation of Unexpended  
Proceeds Form*

*Schedule C-Certification of Awarded Contracts*

*Schedule D-Resolution (sample)*

*Schedule E-Public Entity Project Status Summary*

**SCHEDULE A**

**PROJECT DESCRIPTION**

**HAZARDOUS DISCHARGE SITE REMEDIATION FUND – PUBLIC ENTITY GRANT PROGRAM**

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

**NJEDA APPLICATION NUMBER: P45524**

**Related Application Number: P45275**

**NAME OF GRANTEE (RECIPIENT): Township of West Orange**

**Authorized Representative (Mayor): The Honorable Robert D. Parisi**

**Contact:** John K. Sayers

**Title:** Business Administrator

66 Main Street

West Orange, NJ 07052

Phone Number: 973-325-4160

Email: JSayers@westorange.org

**CONSULTANT FIRM NAME:**

Matrix New World Engineering

Craig McCarrick, LSRP

26 Columbia Turnpike, 2<sup>nd</sup> Floor

Florham Park, NJ 07932

Phone Number: 973-240-1800

Email: cmccarrick@matrixnewworld.com

**PROJECT SITE NAME:**

Selecto Flash Inc.

18 Central Avenue

West Orange

County: Essex

Block: 9; Lot: 36

**ESTIMATED DEP PROJECT COSTS:**

**Remedial Action**

**Up to \$41,934.00**

**TOTAL COSTS**

**Up to \$41,934.00**

**TOTAL GRANT AWARD: Up to \$41,934.00**

**AUTHORIZED USE OF GRANT PROCEEDS:**

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

**AUTHORIZED PROJECT DESCRIPTION/SCOPE: Remedial Action**

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

P45524

Township of West Orange (Selecto Flash Inc.)

P45524  
Township of West Orange  
Project Site: Selecto Flash Inc.  
Grant Award: Up to \$41,934.00

**SCHEDULE B**

**PROJECT COMPLETION CERTIFICATE**

The undersigned hereby certifies as follows:

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

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

Name (Print): \_\_\_\_\_

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

Title: \_\_\_\_\_

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

New Jersey Economic Development Authority  
Underwriting  
Attn: **Kathy Junghans, Finance Officer**  
**[kjunghans@njeda.com](mailto:kjunghans@njeda.com)**

**This Project Completion Certificate may be executed and delivered to the above Finance Officer by email with attached PDF all with the same force and effect as if the same were a fully executed and delivered original.**

**SCHEDULE B**

**PROJECT COMPLETION CERTIFICATE (CONT'D.)**

**CALCULATION OF UNEXPENDED PROCEEDS FORM**

DATE PROJECT COMPLETED: \_\_\_\_\_

The following actual approved project costs have been paid:

|  |          |
|--|----------|
| NJ DEP Oversight ( <b>actual dollars invoiced</b> ): | \$ _____ |
| Preliminary Assessment                               | \$ _____ |
| Site Investigation                                   | \$ _____ |
| Remedial Investigation                               | \$ _____ |
| Remedial Action                                      | \$ _____ |
| Contingency  | \$ _____ |
| Other costs (Itemize)                                | \$ _____ |

**(A) Total Project Costs Paid:** \$ \_\_\_\_\_

**(B) Project Grant Amount (from Schedule A)** \$ \_\_\_\_\_

**Amount to be Remitted to NJEDA (B) – (A)** \$ \_\_\_\_\_

Kindly make checks payable to the “New Jersey Economic Development Authority” or “NJEDA” and returned with the Project Completion Certificate. Should you prefer to wire the unexpended funds instead you may do so by using the following instructions:

Wells Fargo Bank, N.A.  
1 West State Street  
Trenton, NJ 08608

ABA #121 000 248

ACCT # 2100009100456

New Jersey Economic Development Authority  
36 West State Street  
P.O. Box 990  
Trenton, NJ 08625

Re: \_\_\_\_\_ Fee  
(type of fee)

\_\_\_\_\_ (P. \_\_\_\_\_)  
(Project Name) (Project #)

**This Project Completion Certificate may be executed and delivered to the above Finance Officer by email with attached PDF all with the same force and effect as if the same were a fully executed and delivered original.**

P45524  
 Township of West Orange  
 Project Site: Selecto Flash Inc.  
 Grant Award: Up to \$41,934.00

**SCHEDULE C  
 CERTIFICATION OF AWARDED CONTRACTS**

The undersigned hereby certifies as follows:

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

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

Authorized Representative

(Signature): \_\_\_\_\_  
 Name(Print): \_\_\_\_\_  
 Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**SCHEDULE D**

**SAMPLE RESOLUTION**

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

WHEREAS, Township of West Orange has applied for and has been awarded a grant in the amount of up to \$41,934.00 from the Hazardous Discharge Site Remediation Fund Municipal Grant Program through the New Jersey Department of Environmental Protection and the New Jersey Economic Development Authority for Remedial Action of the Selecto Flash Inc. property;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Township of West Orange that the above referenced grant is hereby accepted and the (Mayor, Administrator, etc.) is hereby authorized to execute grant documents as an authorized representative thereunder, as the representative for the Township of West Orange.

BE IT FURTHER RESOLVED that a comprehensive plan exists specifically for the development or redevelopment of contaminated or potentially contaminated real property in the host municipality or that a realistic opportunity exists that the Project Site will be developed or redeveloped within a three-year period from the completion of the remediation.

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

[SEAL]

Date Adopted by (Council/Committee): \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
(Council President/Mayor)

**SCHEDULE E**  
**Hazardous Discharge Site Remediation Fund (HDSRF)**  
**Public Entity Project Status Summary**

Public Entity: \_\_\_\_\_ Latest Project #: \_\_\_\_\_

Site Name: \_\_\_\_\_ Site Location: \_\_\_\_\_

Size of Site: \_\_\_\_\_ Current Zoning of Site: \_\_\_\_\_

Who owns the site:    Public Entity            Redeveloper            Private            Other

Contact: \_\_\_\_\_ County: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Latest Application Closing Date: \_\_\_\_\_ Total grant funding to date: \_\_\_\_\_

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

|    | <b>Yes</b> | <b>No</b> |       |
|----|------------|-----------|-------|
| PA | —          | —         | _____ |
| SI | —          | —         | _____ |
| RI | —          | —         | _____ |

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

\_\_\_\_\_

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

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

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

How was the site used previous to contamination? \_\_\_\_\_

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

\_\_\_\_\_

If the site **has not been** redeveloped, what are the plans for redeveloping the site? \_\_\_\_\_  
\_\_\_\_\_.

TOWNSHIP OF WEST ORANGE

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

New Jersey Economic Development Authority  
Underwriting  
Attn: **Kathy Junghans, Finance Officer**  
kjunghans@njeda.com

**This Public Entity Project Status Summary may be executed and delivered to the above Finance Officer by email with attached PDF all with the same force and effect as if the same were a fully executed and delivered original.**