

**GRANT AGREEMENT BETWEEN  
Township of West Orange AND  
THE STATE OF NEW JERSEY BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT IDENTIFIER: UCF-2021-West Ora-00049-RP**

**PART 1: GENERAL TERMS AND CONDITIONS**

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

**Part 2: ATTACHMENTS\***

- X A. Additional Provisions and Special Modifications
  - A-1. Additional Provisions for Federally Funded Agreements
    - A-1-A. Certification of Lobbying and Disclosure of Lobbying Activities
  - A-2. Federal Funding Accountability and Transparency Act (FFATA) Request Form
  - A-3. U.S. Environmental Protection Agency Funded Agreements
  - A-4. Community Development Block Grant (CDBG) Funded Projects
    - A-4-A. Non-Disclosure Agreement - CDBG Funded Projects
- X B. Approved Project Budget
  - X B-1. Itemization and Justification of Budget
    - B-2. Advance Payment
- X D. Scope of Services
  - X D-1. Project Requirements
  - X D-2. Grantee's Proposal
- X E. Resolution Type:
  - X Governing Body Resolution
  - Corporate Resolution
  - LLC Resolution
  - Entity Resolution
  - Not Required
- X F. Subcontractor List
- G. Statement of Adequacy of Accounting System

\* 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.

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**I. Grant Award Data and Signatures**

**Grantee's Name:** Township of West Orange (the "Granting Agency")  
**Address:** 66 Main Street, Room 101, West Orange, Essex County, New Jersey 07052

**Vendor ID #:** 22-6002396  
**DUNS # (required only for Federally-funded awards):** 060801172  
**Financial Officer's - Name:** Nicholas Prochilo  
**Title: (The "Chief Financial Officer"):** Assistant Director of Finance

**The State of New Jersey (The "State")  
 Department of Environmental Protection (The "Department" or the "DEP")**

**Granting Agency's**

**Name:** Division of Parks and Forestry, NJ Forest Service (the "Granting Agency")  
**Address:** P. O. Box 420, Mail Code 501-04  
 Trenton NJ 08625

**Granting Officer's**

**Name:** Patricia Shapella (the "Grant Officer")  
**Title:** Grant Administrator  
**Email Address:** Patricia.Shapella@dep.nj.gov  
**Phone Number:** (609) 777-0087

**Spending Plan Approval #:** FS21-005 SP

**TITLE OF GRANT:** Resiliency Planning - Township of West Orange Tree Inventory Project

**AMOUNT OF GRANT:** Equal to  Up to \$50,000.00

Source of Funds							
Total Project Funding	AMOUNT	STATE ACCOUNT NUMBER					
		FY	Fund	Org	Appr	Activity	Job Number
State General Fund	\$50,000.00	22	100	4870	074	V42Y	39990120
Federal							
Grantee	\$12,500.00						
Other (identify below)							
	\$62,500.00	TOTAL APPROVED PROJECT AMOUNT					

**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 **09/03/2021** or the effective date, whichever is **X** Earlier Later, and runs for a period of **24** months thereafter, until \_\_\_\_\_.

Grant funds may be used only to satisfy obligations which arise during the Work Period.

**PURPOSE AND AUTHORITY:**

Grant Project to be funded: Resiliency Planning - Township of West Orange Tree Inventory Project

Grant will be used for Research and Development (R&D):      Yes  
**X** No

Statutory Authority for this Grant:

N.J.S.A. 13:1B-3; N.J.S.A. 13:1D-9; N.J.S.A. 13:1L 14.2 & N.J.S.A. 13:1L-17.4

**STATE AND GRANTEE APPROVAL SIGNATURES**

**APPROVED AS TO LEGAL FORM**

For the State:

Deputy Attorney General:

Date:

**I have acknowledged and approved.**

A confidential and privileged memorandum (Protocol Memo) pre-approving this agreement as to legal form **Has Not** been provided to the Granting Agency by the Deputy Attorney General.

Upload Protocol Memo Here:

**Approval of Granting Agency**

Granting Agency Name: Division of Parks and Forestry, NJ Forest Service

Director: John Sacco

Date: 04/04/2022

**I have acknowledged and approved.**

**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 herein and are fully authorized and empowered to enter into and bind their organization to all obligations under this agreement.

**Grantee**

Grantee Name: Township of West Orange

Authorized Official: Karen Carnevale

Date: 04/05/2022

**I have acknowledged and approved.**

**State of New Jersey/DEP**

Assistant Commissioner/Delegate:

Date:

**I have acknowledged and approved.**

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This Attachment A outlines the responsibilities established by the terms, conditions, requirements, and provisions of the General Terms and Conditions. Any modifications to the General Terms and Conditions of this agreement are set forth in Section X, below.

**I. Insurance** *(See section II of the General Terms and Conditions of this agreement - Insurance.)*

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

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

1. Comprehensive General Liability
  - Insurance
  - Self-insurance
  - Not Required
  - Combination of Insurance/Self-Insured
  
2. Automobile Liability
  - Insurance
  - Self-insurance
  - Not Required
  - Combination of Insurance/Self-Insured
  
3. Worker's Compensation
  - Insurance
  - Self-insurance
  - Not Required
  - Combination of Insurance/Self-Insured
  
4. Employer's Liability
  - Insurance
  - Self-insurance
  - Not Required
  - Combination of Insurance/Self-Insured

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.
- are not required

**II. Availability of Funds** *(See section V 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, this agreement is:

- fully funded
- partially funded in the amount of

**III. Method of Payment** *(See section VIII of the General Terms and Conditions of this agreement - Method of Payment.)*

- A. Advance payment, if justified and itemized in Attachment B-2 - Advance Payment, is
  - authorized, in total, 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 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.  
 X are not applicable.

C. Final payment of **\$50,000** (amount or description)

X shall be withheld pending receipt of all final reports.  
 is not applicable.  
 (other, please specify)

**NOTE: No payment can be made unless an Expenditure Report is submitted with appropriate justification, receipts, etc. and all reporting requirements are met as specified in this agreement.**

IV. **Matching and Cost Sharing Requirements** (See section XI of the General Terms and Conditions of this agreement - Matching and Cost Sharing Requirements.)

X The Grantee shall provide the matching or cost sharing amounts indicated in the Grant Award Data, and described further in Attachment B - Approved Project Budget.

Matching and cost sharing requirements do not apply.

V. **Certification of Adequacy of Accounting System** (See section XIV of the General Terms and Conditions of this agreement - Financial Management System.)

A. Attachment G - Statement of Adequacy of Accounting System

must be completed by the Financial Officer identified in the Grant Award Data and Signatures section.

X is not required.

B. Expenditure 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  
 X modified accrual basis  
 (other, please specify)

VI. **Financial and Performance Reporting** (See section XV of the General Terms and Conditions of this agreement - Financial and Performance Reporting.)

A. All Expenditure Reports must be certified by the Financial Officer.

B. Periodic Expenditure Reports shall be submitted

days following the end of the (e.g. month/quarter). Quarter shall be defined as January through March, April through June, July through September and October through December.

X (other, specify) **not applicable**, but no later than the due date of the final Expenditure Report.

C. Performance reports shall be submitted on a **annual** basis. These reports should be submitted no later than days after the end of each **year** (e.g. quarter/year). Quarter shall be defined as set forth in Subparagraph B above.

D. Final Expenditure and performance report, shall be submitted by the Grantee no later than **30** days after

the Grantee's completion of all agreement tasks  
 X the end of the Work Period

VII. **Audit Requirements** (See section XVII of the General Terms and Conditions of this agreement - Audit Requirements.)

A. Pursuant to State and Federal Requirements, the Grantee is

required to have an annual single audit or program-specific audit (expenditures >= \$750,000/fiscal year)

required to have a financial statement audit or program-specific audit (expenditures between \$100,000-\$749,999/fiscal year)

not required to have an annual single audit, a financial statement audit or a program-specific audit (expenditures <\$100,000/fiscal year)

- B. The Department's records show the Grantee's fiscal year ends on **12/31/2021**. The Grantee shall notify the Department immediately if this date is incorrect or is changed.
- C. Copies of all audit reports must be submitted to DEP, Internal Audit Unit at PO Box 420, 428 East State St., Trenton, NJ, 08625-0420 and to the **Division of Parks and Forestry, NJ Forest Service**, not later than nine months after the close of the Grantee's fiscal year.

**VIII. Agreement Amendment** (See section XVIII of the General Terms and Conditions of this agreement - Agreement Amendment.)

All revisions and modifications must be submitted through NJDEP SAGE to **Patricia Shapella, Grant Administrator** or the successor to that position (the "Grant Officer").

**IX. Authorizations and Disclosures** (See section XXIII of the General Terms and Conditions of this agreement - Approvals and Authorizations.)

- A. The Grantee is a/an **Municipality**
- B. Appended hereto as Attachment E is
- a governing body resolution  
 a corporate resolution  
 an LLC resolution  
 an Entity resolution  
 not required
- C. A Business Registration Certificate for Grantee's subcontractors to do business in New Jersey
- will be submitted  
 is not applicable  
 is on file with the Department or uploaded below

Business Registration Certificate (if applicable):

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

**X. 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 X, which supersedes inconsistent terms, conditions, requirements, or provisions contained elsewhere in this agreement.

This Section X does not contain modifications to the General Terms and Conditions of this agreement.

This Section X does contain modifications to the General Terms and Conditions of this agreement, as follows:

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**APPROVED PROJECT BUDGET**

<b>EXPENSE CATEGORY</b>	<b>TOTAL BUDGET</b>	<b>FEDERAL</b>	<b>STATE</b>	<b>GRANTEE ("MATCH")</b>	<b>OTHER</b>
A. Personnel Costs					
Salaries	\$9,640.83			\$9,640.83	
Fringe Benefits	\$2,859.17			\$2,859.17	
B. Subcontractors and/or Consultants	\$45,500.00		\$45,500.00		
C. Other Costs Specify Below					
Supplies: GIS software and two i-Pads	\$4,500.00		\$4,500.00		
D. Audit	\$0.00				
<b>Subtotal Direct Costs</b>	<b>\$62,500.00</b>	<b>\$0.00</b>	<b>\$50,000.00</b>	<b>\$12,500.00</b>	<b>\$0.00</b>
Less Program Income (enter as negative)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Direct Costs</b>	<b>\$62,500.00</b>	<b>\$0.00</b>	<b>\$50,000.00</b>	<b>\$12,500.00</b>	<b>\$0.00</b>
Indirect Costs (Indicate rate: 0.1%)	\$0.00				
<b>TOTAL PROJECT AMOUNT</b>	<b>\$62,500.00</b>	<b>\$0.00</b>	<b>\$50,000.00</b>	<b>\$12,500.00</b>	<b>\$0.00</b>

Match %: 25%

Match % of Total Project Amount: 20%

Total Grant Amount: **Up To \$50,000.00**

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

- Attachment B-1 - Itemization and Justification of Budget
- Attachment D - Scope of Services
- Attachment D-2 - Grantee's Proposal



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**ITEMIZATION AND JUSTIFICATION OF BUDGET**

If neither Attachment D - Scope of Services, nor Attachment D-2 - Grantee's Proposal, provides an itemization, explanation, and justification for the Approved Project Budget, they must be provided on this Attachment B-1, Itemization and Justification of Budget.

The grant application has been revised. The grantee has proposed overmatch.

SUPPLIES category

\$2,052.00 for GIS Software - 3 years of licensing

\$2,450.00 2 iPads @ \$1,225.00 each

\$4,502.00

ESTIMATED BREAKDOWN FOR MATCHING REQUIREMENT - \$12,500.00

Please see the detailed breakdown of eight municipal employee salaries and fringe in the Miscellaneous Attachments section of the grant agreement. The document containing the municipal employee match is entitled Tree Inventory UCF Stewardship Township Match.. \$12,867.53 was proposed as Municipal Employee Salary and Fringe toward the \$12,500.00 matching requirement.

Municipal Salary and Fringe outlined in the attached document were reduced as follows to meet the 25% grant matching requirement:

\$ 9,640.83 salary (rounded)

2,859.17 fringe (rounded)

\$12,500.00 Total

There is a \$367.53 difference between what is required and what was proposed. The difference will be considered to be overmatch.

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**SCOPE OF SERVICES**

The Scope of Services for this agreement incorporates the Grantee's proposal, as approved by the Department (Attachment D-2); any project requirements delineated in Attachment D-1 - Project Requirements; and any modifications, amendments, and additions thereto. 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 - Project Requirements, (2) Attachment D - Scope of Services, (3) Attachment D-2 - Grantee's Proposal. Please note that it may be necessary to use the scroll bar to see all the information contained in this section.

Pursuant to the New Jersey Shade Tree and Community Forestry Assistance Act, NJSA 13:1L-17.4(c), the New Jersey Forest Service Urban and Community Forestry Program (NJUCF) 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 NJUCF Stewardship Grant was established to provide this financial assistance.

Grant funding 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).

The intent of NJUCF Stewardship Grant - Resiliency Planning is for communities to acquire data about their urban and community forest composition, structure, and function by carrying out the activities supported by this grant. Grantees will then use the data to make more informed management decisions and amend their existing community forestry management plans. These projects can entail but are not limited to:

- Community tree inventory
- Risk tree assessments
- Storm assessments
- Insect and disease management projects such as emerald ash borer survey, risk assessment and mitigation planning
- Any combination of these activities.

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

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

Under no circumstances shall the Department reimburse the Grantee for: (1) an amount greater than \$50,000; (2) an amount greater than the Grantee's direct and actual cost of hiring a contractor or procuring supplies or materials to carry out the approved work plan, not to exceed \$50,000; or (3) an amount greater than four times the amount actually contributed by the Grantee as its matching contribution, not to exceed \$50,000. The Department will not provide reimbursement to the Grantee until it has received satisfactory documentation that the Grantee has made its 25% matching contribution in relation to the total amount of the Approved Project Budget.

In the event that the Grantee's costs are less than the amount set forth in the Approved Project Budget (Attachment B), the Department shall provide reimbursement of only the actual amount expended, provided that the Grantee contributed the required 25% matching contribution according to the grant agreement requirements and based on the actual amount expended. In that case, the total amount of the grant award shall be reduced accordingly.

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**PROJECT REQUIREMENTS**

Listed below are specific requirements, including special conditions, of the program and the project covered by this agreement. The Grantee shall comply with the requirements set forth below, as well as any requirements of the program's enabling legislation and any rules and regulations promulgated pursuant thereto.

All Grantees are required to maintain New Jersey Urban and Community Forestry Program (NJUCF) Accreditation in accordance with the NJUCF guidelines ([www.communityforestry.nj.gov](http://www.communityforestry.nj.gov)) throughout the entire grant Work Period.

NJUCF Accreditation means that the Grantee 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) CEU's between at least two (2) individuals each calendar year. This requirement does not apply to Grantees who are in the initial year of CFMP implementation.
- Submitted an Annual Accomplishment Report by February 15 for the previous calendar year.

Failure to maintain NJUCF Accreditation may result in the nullification of this grant agreement. A Grantee must be NJUCF Accredited when reimbursement is requested, or the grant award may not be paid.

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 the agreement.

All Grantees are required to provide a matching contribution that must equal 25% or more of the grant award. Matching contributions can come from in-kind services (including volunteer work) and/or cash made to support activities included in the approved grant agreement. All contributions, whether cash and/or in-kind, shall be accepted as an eligible part of the Grantee's matching share when such contributions meet all the following criteria:

- a. Are verifiable from the Grantee's records;
- b. Are necessary and reasonable for the proper and efficient accomplishment of approved grant objectives;
- c. Are types of charges that would be allowable under the applicable Cost Principles;
- d. Are used to support activities that are included in the approved grant agreement;
- e. Are incurred and contributed within the grant period.

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, as detailed in the Grantee's proposal and any modifications, amendments and/or supplemental language contained in Attachment D-2. This can include the cost of services for the contractor's forestry professional, any contractor support staff aiding the professional in the conduct of work, and any supplies or materials necessary to carry out the work. Salaries or wages of Grantee employees are not eligible for reimbursement under this agreement.

The Grant Request for Proposals is incorporated herein as reference for the minimum requirements and guidance. Projects must be completed within the Work Period defined in this agreement. Changes or substitutions to the approved work plans must be approved by NJUCF.

Risk assessments must be carried out by a qualified professional, such as an International Society of Arboriculture arborist that is Tree Risk Assessment Qualified.

The Grantee must maintain records that adequately identify the materials purchased and payments made for this project. Accounting records must be supported by such 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.

Grant reporting shall be done electronically through the NJDEP System for Administering Grants Electronically (NJDEP SAGE). As outlined in Section VI of Attachment A, Progress Reports shall be submitted each year until the project is complete. The first Progress Report will be due one (1) year from the start of the Work Period; subsequent reports will be due annually on this date. These reports must contain an accounting of progress and/or challenges related to each Measurable Outcome, as defined in the project proposal.

A Final Report shall be submitted electronically at project completion and no later than 30 days following the end of the Work Period. Specifically, Final Reports must contain:

- Accounting of progress and/or challenges related to each Measurable Outcome, as defined in the project proposal.

- An electronic copy of the tree inventory and/or reports generated with assistance from the grant funds. Grant funded inventories must be submitted to NJUCF in Excel (.xls) or comma separated values (.csv) format.
- Documentation of all volunteer and municipal employee project hours contributing to the required match.

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

If required, a time extension to the grant Work Period may be requested electronically through NJDEP SAGE six (6) months prior to, and 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 NJUCF.

Payments shall be made upon submission of satisfactory reports and supporting documentation. 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.

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**GRANTEE'S PROPOSAL**

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

**Complete application can be found within NJDEP Sage.**

**The following modifications, amendments and/or supplemental language shall supercede that which is in the proposal and shall be performed and delivered by the Grantee pursuant to this agreement:**

The Grantee will be conducting a tree inventory in which they will collect, at minimum, DBH, species, location. Other data fields to be collected may include, but are not limited to:

Tree conflicts with utilities

Tree conflicts with sidewalks

Overall health condition

Potential planting locations.

West Orange shall also provide a final report that will breakdown the urban forest composition and structure and provide the final inventory in Excel format.

If services are provided by a forester that is on retainer with the municipality, this project must be invoiced separately.



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**ATTACHMENT E-1 - RESOLUTION CERTIFICATION**

I, **Karen Carnevale** [name of secretary or equivalent], **Clerk** [title] of Township of West Orange certify that this resolution was duly adopted by Mayor and Council at a meeting duly held on 01/04/2022; 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.

**Acknowledgement**

Name: Karen Carnevale

Date: 04/05/2022

**NOTE:** Certification must be signed by officer other than the individual authorized to execute the agreement unless the company bylaws allow a single person to occupy all offices and do not require multiple signatures to execute the agreement.

**NOTE:** 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, the Grantee must submit a currently certified copy of this Attachment E-1 when it returns the executed agreement to the Department.

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**ATTACHMENT F - SUBCONTRACTOR LIST**

If required by Section IV of the General Terms and Conditions and Attachment A, Section IX, Paragraph C, the Grantee shall submit a Business Registration Certificate allowing subcontractor(s) to do business in New Jersey. All relevant information indicated below must be completed for all subcontractors the Grantee intends to use. A Business Registration Certificate for each subcontractor listed below must be uploaded to NJDEP SAGE in either Attachment A, Section IX, Paragraph C or Miscellaneous Forms before any payments can be made. If new subcontractors are added after the execution of the Grant Agreement, the below Subcontractor List must be updated to reflect the additions.

**Subcontractor's Name:**

**Subcontractor's Address:**

**Subcontractor's Phone #:**

**Type(s) of Service(s) To Be Provided:**

**Estimated Value of Subcontract:**

**Percentage of Total Grant Award:**

**Business Registration Certificate:**

[Click here to add an additional subcontractor](#)

**Upload your approval forms here:**

**Upload your USDA Certifications here:**