

**GRANT AGREEMENT  
BETWEEN**

(print name of Grantee; all capitals)

**AND  
THE STATE OF NEW JERSEY  
BY AND FOR**

**THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**GRANT NUMBER:**

**I. Grant Award Data and Signatures**

<b>Grantee's</b>	<b>- Name:</b>	(the "Grantee")		
	<b>Address:</b>			
	<b>Vendor ID #:</b>		<b>Grantee Telephone #:</b>	
	<b>Financial Officer's - Name:</b>			
	<b>- Title:</b>	(the "Chief Financial Officer")		

<b>The State of New Jersey (The "State")</b>	
<b>Department of Environmental Protection (the "Department" or the "DEP")</b>	
<b>Granting Agency's</b>	<b>- name:</b> <u>Air Compliance &amp; Enforcement</u> (the Granting Agency")
	<b>- address:</b> P.O. Box 420 Trenton, NJ 08625-0420
<b>Grant Officer's - name:</b>	John Walsh (the "Grant Officer")

**TITLE OF GRANT:** Dry Cleaning Equipment Replacement Reimbursement Program

**AMOUNT OF GRANT:** \$

**WORK PERIOD:** The effective date of this agreement is the date the Grantee executes it or the date the State executes it, whichever date is later. The "work period" for this agreement commences on \_\_\_\_ or the effective date, whichever is  earlier  later, and runs to \_\_\_\_\_. Grant funds may be used only to satisfy obligations which arise during the work period.

**REPORT(S)/DELIVERABLE(S) DUE:**

**PAYMENT SCHEDULE:**

**PURPOSE AND AUTHORITY:**

		AMOUNT	STATE ACCOUNT NUMBER	CFDA NUMBER	ACCOUNT TITLE
<b>Source of funds</b>	<b>State General Fund</b>	0.00			
	<b>Federal</b>	0.00			
	<b>Grantee</b>	0.00			
	<b>Other (i.e. bond fund, tax fund etc.)</b>	3,000.00			
		3,000.00	<b>TOTAL APPROVED PROJECT AMOUNT</b>		

**STATE AND GRANTEE APPROVAL SIGNATURES**

**APPROVED AS TO LEGAL FORM**

For the State: \*

\_\_\_\_\_  
(signature)  
\_\_\_\_\_, Deputy Attorney General  
(print name)

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 GRANTING AGENCY**

Air Compliance & Enforcement  
(print name of Granting Agency; all capitals)

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

Edward M. Choromanski  
(print name)

Administrator, Air Compliance & Enforcement  
(print title)

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

**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 in each attachment selected as “ATTACHED” in the Table of Attachments.

SIGNED

(print Grantee’s name; all capitals)

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

\_\_\_\_\_  
(Print name)

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

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

COUNTERSIGNED:

THE STATE OF NEW JERSEY

By: The DEP

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

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

\_\_\_\_\_  
(print title; Commissioner or authorized delegate)

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

## II. General Terms

The Grantee, in consideration for receipt of Grant Funds, and the Department agree as follows:

### 1. Use of Funds

Grant funds are to be used solely for the purpose described in the approved project "Scope of Work" appended to this Grant Agreement (Attachment A). Reimbursement may be obtained only for costs described in the Grant Budget (Attachment B). Grant funds are not to be used:

- a) to lobby or otherwise attempt to influence legislation or government policy;
- b) to influence the outcome of any specific election or to carry on, directly or indirectly, any voter registration drive;
- c) to make grants to individuals or other organizations;
- d) to undertake any activity for any purpose other than is set forth in this agreement.

### 2. Compliance with Existing Laws and Policies

- a) The Grantee agrees in the performance of this agreement to comply with all applicable federal, State, and municipal laws, rules, regulations, and written policies. Such laws, rules, regulations, and policies include, but are not limited to, the following:
  - 1) The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
  - 2) 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. , if applicable.
  - 3) The "New Jersey Conflicts of Interest Law", the act codified at N.J.S.A. 52:13D-12 et seq., and the Local Government Ethics Law, the act codified at N.J.S.A. 40A:9-22.1 et seq.
  - 4) The Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., if applicable, and
  - 5) New Jersey State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.
- b) The Grantee represents and warrants 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.
- c) 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.
- d) 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") Circulars A-21, A-87, and A-122 (Cost Principles: Educational Institutions; State, Local, and Indian Tribal Governments; Non-Profit Organizations, respectively),
  - 2) OMB Circulars A-102 and A-110 (Uniform Administrative Requirements for Grants in Aid and Other Agreements: State and Local Governments; Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, respectively),
  - 3) OMB Circular A-133, Revised (Audits of States, Local Governments, and Nonprofit Organizations),
  - 4) Common Rule regulations for federal agencies, as applicable (e.g. 40 CFR for U.S.E.P.A.), and
  - 5) Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised).

### 3. 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 (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.

#### **4. 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 the Department's Subcontractor Certification form.
- 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.

#### **5. Availability of Funds:**

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.

#### **6. Procurement Standards**

Procurement of supplies, equipment, and other services with funds provided by this agreement shall be accomplished in accord with federal OMB Circulars A-102 or A-110 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.

#### **7. 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 (OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law).

## **8. 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 federal OMB Circulars A-102 or A-110 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.

If this agreement provides for an advance payment, as detailed in the Payment Schedule, such initial advance payment will be made to the Grantee upon execution of this agreement by the Department, upon submission of a properly executed invoice form.

- 1) Progress payments shall be made by the Department on a periodic basis as prescribed in the Payment Schedule. Such payments shall be issued only upon receipt of the required financial and narrative reports described. 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.
  - 2) If the Payment Schedule so provides, a portion of the grant will be withheld pending receipt of the required final reports.
  - 3) The Department shall withhold payment of any costs disallowed by the Department as improperly incurred under any provision of this agreement.
  - 4) 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.

## **9. Matching and Cost Sharing Requirements**

If there are any matching and/or cost sharing requirements associated with this grant project, then, regardless of whether federal funds are involved, the Grantee shall account to the satisfaction of the Department for these requirements in accordance with federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law.

## **10. Financial Management System**

- a) The Grantee's Chief Financial Officer shall be responsible for maintaining an adequate financial management system which 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 Attachment B, Grant Budget, 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 federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law.
- b) The Department may require the submission of a 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 a) of this Section, additional information to monitor the agreement may be required by the Department upon written notice to the Grantee.

#### **11. Performance Reporting**

The Grantee will submit a full and complete final report including the final product described in the scope of work and any documentation supporting the completion of the grant project (i.e. photographs), the manner in which the funds were expended, and all associated receipts.

#### **12. 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 the Scope of Work, Attachment A.
- 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: review project accomplishments and management control systems; audit the financial records pertaining to this agreement; and provide such technical assistance as may be required.
- d) If the Grantee is not performing satisfactorily, 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.

#### **13. Audit Requirements**

- a) 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, federal OMB Circulars A-133 Revised, and A-102 or A-110, and the appropriate federal common rule, whichever would be applicable under federal law, any grant to a non-federal entity funded by the federal government is subject to the single-audit provisions of the Audit Act. Pursuant to State Circular Letter 04-04-OMB, the State of New Jersey has adopted by reference the standards and provisions of the Audit Act and the federal OMB Circulars. If the Grantee expends a total of \$500,000 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 \$500,000 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, OMB Circular No. A-133 Revised and State policy.

- b) 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 14, Agreement Amendment; Section 16, Termination; 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.

- c) In any case, whether or not it is subject to the single-audit requirements, this agreement is, at the discretion of the Department, subject to audits by the Department 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.
- d) 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.

#### **14. Agreement Amendment**

If it desires to amend this agreement, the Grantee must submit a written request to the Grant Officer. 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, with the following exception. If the amendment being documented 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 the originally authorized representatives of the parties will be required.

- a) 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 third anniversary of the original Grant Work Period Expiration date of this agreement. 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 amendment form (DEP-076) documenting any no-cost time extension shall clearly show and justify the change, either on the form or on an attachment to it.
- b) 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. 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.
- c) 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.

#### **15. Closeout Procedures**

The closeout of this project 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 following steps:

- a) The Grantee shall submit a final report. 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 Grant 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 project, 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 7, Property Management Standards.
- f) The Department retains the right to request any additional information necessary to close out this project and may retain any final grant payment until the closeout procedure is completed.

**16. Termination**

- a) If the Department determines that the Grantee has failed to comply with any terms or conditions of this agreement, then the Department may terminate this agreement, in whole or in part, upon thirty (30) days written notice, commencing with the date of mailing to the grantee's address indicated herein. If the Department terminates this Agreement, an equitable adjustment in grant payment shall be made to the Grantee for reasonable, nonrefundable expenditures or contractual obligations incurred by the Grantee for commitments made prior to notice of such termination.
- b) 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.
- c) The closeout procedures described in Section 15 of this agreement shall apply in all cases of termination of this agreement.

**17. Access to Records**

The Grantee agrees to make available to the Department, any federal agency whose funds are expended in the course of this agreement, and any of their duly authorized representatives such pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Grantee's operations.

- a) Whenever reasonable and practical, the Department 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 Department's responsibilities, however, the Department retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- b) The Department reserves the right to have access to records of any subcontractor and requires the Grantee to provide the Department access to such records in any contract with the subcontractor.
- c) The Department 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.

**18. Record Retention:**

The Grantee shall retain financial, statistical, and all other records and supporting documents pertinent to this agreement for a period of three (3) years from the date the Grantee submits the final expenditure reports or the final performance reports, whichever is later. Records must be retained for such longer period as any applicable State or federal statute may require, with the qualifications stated below:

- a) If any litigation, claim, or audit is started before the end of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
- b) Records for nonexpendable property acquired with Department funds shall be retained for three (3) years after its final disposition.
- c) The Department 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.

**19. 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, the Grantee must submit with this agreement a corporate resolution, 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 or resolution 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.
- 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 this agreement.

**20. 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) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) 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.

- h) 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.
- i) 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.
- j) 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.
- k) 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.
- l) 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 on Page 1 of this agreement, 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.
- m) 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.
- n) 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.
- o) Waiver of Jury Trial: In the event of litigation, Grantee waives any right it may have to a trial by jury.
- p) Change in Tax Status: The Grantee shall notify the New Jersey Department of Environmental Protection immediately should there be any change or expected change in the grantee's tax status as recognized by the U.S. Internal Revenue Service. (\* Disregard if grant made to a government unit.)

**21. Additional Provisions:**

**GRANT AGREEMENT  
BETWEEN**

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

**GRANT IDENTIFIER:**

**SCOPE OF SERVICES**

The Scope of Services for this agreement comprises the Grantee's proposal, and any modifications, amendments, and additions thereto, which is incorporated as part of this Attachment A.

The Dry Cleaner Equipment Replacement Reimbursement Program includes the remove of qualifying perchloroethylene dry cleaning equipment and the installation of fourth generation dry cleaning equipment and/or professional wet cleaning equipment.

To be qualifying equipment, the perchloroethylene dry cleaning equipment to be removed and the fourth generation dry cleaning equipment and/or professional wet cleaning equipment to be installed must be as described in the Dry Cleaner Equipment Replacement Reimbursement Application Form, and must meet the qualifications included in the Application Form (attached).

The perchloroethylene dry cleaning equipment to be removed must be verified prior to removal of the equipment as meeting the description in the Application Form by on site inspection by the Department, or agent thereof.

The fourth generation dry cleaning equipment and/or professional wet cleaning equipment to be installed must be verified as meeting the description in the Application Form by on site inspection by the Department, or agent thereof.

The removal and installation of the qualifying equipment must be completed within 90 days of execution of the contract. If the removal and installation can not be completed with 90 days, the applicant may request an additional 90 days to complete the removal and installation of the qualifying equipment. The extension request must be received by the Department no more than 60 days from the execution of this contract.

The applicant must contact the Department to schedule both onsite inspections.

The applicant must contact the Department for the onsite inspection to verify the qualifications of the equipment to be removed at least 10 state business days prior to the equipment removal. State business days are Monday through Friday, not including state holidays. If the Department fails to inspect the equipment to be removed within the 10 business days, the Department will accept a signed contract or purchase order for the removal as proof of qualification of the equipment to be removed.

The applicant must contact the Department after the installation of the new equipment. The Department shall inspect the new equipment within 20 business days of receiving such contact.

Proof of the date of installation of the equipment to be removed shall be provided to the Department upon request. A purchase order or installation contract for the equipment will be accepted as such proof.

Upon verification that removal and installation of qualifying equipment has been completed, the Department will reimburse the applicant the amount specified in Attachment B. Such payment is subject to availability of funds, including as specified in Section II.5 above.

The replacement equipment must be properly permitted under the New Jersey Air Pollution Regulations prior to any reimbursement being issued.

To qualify for this contract, the applicant must have no outstanding air pollution penalties or fees due to the Department, or agent thereof. Agents of the Department will include any Department approved agency under the County Environmental Health Act.

**GRANT AGREEMENT  
BETWEEN**

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

**GRANT IDENTIFIER:  
APPROVED PROJECT BUDGET**

<b>ACCOUNT DESCRIPTION</b>	<b>TOTAL BUDGET</b>	<b>FEDERAL</b>	<b>STATE</b>	<b>GRANTEE</b>	<b>OTHER</b>
A. Personnel Costs	0.00	0.00	0.00	0.00	0.00
Salaries					
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					
▪ Removal and installation of qualifying equipment	3,000.00	0.00	0.00	0.00	3,000.00
▪ 3	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
▪	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	3,000.00	0.00	0.00	0.00	3,000.00
Less Program Income	0.00	0.00	0.00	0.00	0.00
Total Direct Costs	3,000.00	0.00	0.00	0.00	3,000.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00
<b>TOTAL PROJECT AMOUNT</b>	<b>3,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,000.00</b>

TOTAL GRANT AMOUNT is  the sum of "Federal" and "State" column totals \$0.00  
 the sum of "Federal" "State" and "Other" column totals \$3,000.00

The sums identified in the "Total Budget" column are itemized and justified in Attachment A, Scope of Work

**GRANT AGREEMENT  
BETWEEN**

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

**GRANT IDENTIFIER:**

**CORPORATE RESOLUTION**

It is in the best interest of \_\_\_\_\_, a corporation  
(print Grantee's name including corporate designation, e.g., inc., corp., etc.)

of the State of \_\_\_\_\_, to obtain a grant from the State of New Jersey in the amount of approximately  
\$ \_\_\_\_\_ to fund the following project: \_\_\_\_\_

Therefore, the \_\_\_\_\_ resolves  
(print name of Grantee's governing body, e.g., board of directors, board of trustees, etc.)

that \_\_\_\_\_ or the successor to the office of \_\_\_\_\_  
(print name) (print title of authorized officer)

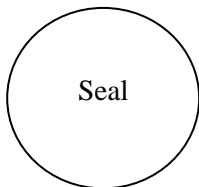
is authorized (a) to make application for such a grant, (b) if awarded, to execute a grant agreement with the State for a grant in an amount not less than \$ \_\_\_\_\_ and not more than \$ \_\_\_\_\_, and (c) to execute  any amendments thereto  any amendments thereto which do not increase the Grantee's obligations.

\*The \_\_\_\_\_ authorizes and hereby agrees to match \_\_\_\_\_% of the  
(print name of Grantee's governing body)

Total Project Amount, in compliance with the match requirements of the agreement. The availability of the match for such purposes, whether cash, services, or property, is hereby certified. \_\_\_\_\_% of the match will be made up of in-kind services (if allowed by grant program requirements and the agreement).\*

The Grantee agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

Introduced and passed \_\_\_\_\_, \_\_\_\_\_.



\* The portion of this form between the asterisks should only be completed if matching funds are required under the terms of the agreement. Where in-kind services are allowed and are stipulated by the Grantee, an attachment must be provided and appended hereto, breaking out the in-kind services to be provided by the Grantee.



**GRANT AGREEMENT  
BETWEEN**

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

**GRANT IDENTIFIER:**

**GOVERNING BODY RESOLUTION**

The governing body of \_\_\_\_\_  
(print Grantee's name)

desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$ \_\_\_\_\_  
to fund the following project:

\_\_\_\_\_  
\_\_\_\_\_.

Therefore, the governing body resolves that \_\_\_\_\_ or the successor to the office of  
(print name)

\_\_\_\_\_ is authorized (a) to make application for such a grant, (b) if awarded, to execute  
(print title of authorized official)

a grant agreement with the State for a grant in an amount not less than \$ \_\_\_\_\_ and not more than \$ \_\_\_\_\_,  
and (c) to execute  any amendments thereto  any amendments thereto which do not increase the Grantee's obligations.

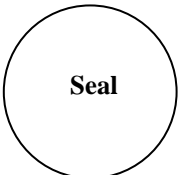
\*The \_\_\_\_\_ authorizes and hereby agrees to  
(print name of Grantee's governing body, e.g., board of chosen freeholders)

match \_\_\_\_\_% of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the  
match for such purposes, whether cash, services, or property, is hereby certified. \_\_\_\_\_% of the match will be made up of in-kind  
services (if allowed by grant program requirements and the agreement).\*

The Grantee agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance pursuant  
to the agreement.

Introduced and passed \_\_\_\_\_, \_\_\_\_\_.

Ayes: \_\_\_\_\_  
Noes: \_\_\_\_\_  
Absent: \_\_\_\_\_



\* The portion of this form between the asterisks should only be completed if matching funds are required under the terms of the  
agreement. Where in-kind services are allowed and are stipulated by the Grantee, an attachment must be provided and appended  
hereto, breaking out the in-kind services to be provided by the Grantee.

**CERTIFICATION\***

I, \_\_\_\_\_,  municipal clerk  county clerk  utilities Authority Clerk  
(print name)

(other, specify) \_\_\_\_\_ of \_\_\_\_\_  
(print Grantee's name)

certify that this resolution was duly adopted by \_\_\_\_\_ at a  
(print name of Grantee's governing body)

meeting duly held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_; 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) \*

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

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

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

\* 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.