

RESOLUTION NO. 102-20
BOROUGH OF BUENA

LOCAL GOVERNMENT EMERGENCY FUND (CRF) GRANT REVISION

WHEREAS, as the public health emergency associated with the COVID-19 pandemic continues, the most significant negative financial impacts faced by county and municipal governments throughout New Jersey result from extreme economic contraction, deficits in tax and fee revenues, and extraordinary increases in public safety and health and human services expenditures; and

WHEREAS, severe fiscal stress limits the ability of counties and municipalities to maintain essential services and take the steps necessary to fight COVID-19; and

WHEREAS, without substantial federal assistance, residential taxpayers would absorb the primary impact of meeting these extraordinary needs and closing any associated operating deficits; and

WHEREAS, the Department of Community Affairs (“DCA”), through the Division of Local Government Services (“DLGS” or “Division”), has been deemed the lead agency for the distribution of the Local Government Emergency Fund (the “LGEF” or “Program”), provided through an allocation of the State of New Jersey’s CARES Act Coronavirus Relief Fund (CRF Funds); and

WHEREAS, counties and municipalities excluded from the federal government’s direct CRF allocation plan, as well as those counties and municipalities that are currently the most impacted by COVID-19 in comparison to their available resources, are eligible for LGEF funds pursuant to a maximum distribution determined by formula; and

WHEREAS, a total of \$60 million is currently being made available under the Program, with a potential \$60 million more to be allocated; and

WHEREAS, LGEF Grants exist to support costs incurred as part of a local unit’s response to COVID-19.

WHEREAS, Resolution 90-20 authorizing the application of a LGEF Grant in the amount of \$66,889.02 is hereby revised to reconcile and reflect the difference of \$494.21 authorized in the initial enabling Resolution No. 90-20.

NOW, THEREFORE, BE IT RESOLVED by Council of the Borough of Buena, that the Borough of Buena will reapply for a LGEF Grant in the amount of \$67,383.23.

ADOPTED: DECEMBER 14, 2020

ATTEST:


MARYANN CORALUZZO
BOROUGH CLERK


ROSALIE M. BAKER
PRESIDENT OF COUNCIL

RESOLUTION NO.
BOROUGH OF BUENA
LOCAL GOVERNMENT EMERGENCY FUND (CRF) GRANT REVISION

CERTIFICATION

I, Maryann Coraluzzo, Clerk of the Borough of Buena in the County of Atlantic, and the State of New Jersey do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by a majority of the full membership of the Borough of Buena at its meeting of December 14, 2020.


Maryann Coraluzzo
Borough Clerk

CFO CERTIFICATION OF ANTICIPATED NEED (LGEF-4)

I, Cynthia Holland, chief financial officer of the Borough of Buena, hereby certify that the items being sought for reimbursement are eligible for reimbursement under the Local Government Emergency Fund (LGEF) Program Guidelines.


Cynthia Holland
Chief Financial Officer

RESOLUTION 90-20
BOROUGH OF BUENA
LOCAL GOVERNMENT EMERGENCY FUND (CRF) GRANT

WHEREAS, as the public health emergency associated with the COVID-19 pandemic continues, the most significant negative financial impacts faced by county and municipal governments throughout New Jersey result from extreme economic contraction, deficits in tax and fee revenues, and extraordinary increases in public safety and health and human services expenditures; and

WHEREAS, severe fiscal stress limits the ability of counties and municipalities to maintain essential services and take the steps necessary to fight COVID-19; and

WHEREAS, without substantial federal assistance, residential taxpayers would absorb the primary impact of meeting these extraordinary needs and closing any associated operating deficits; and

WHEREAS, the Department of Community Affairs ("DCA"), through the Division of Local Government Services ("DLGS" or "Division"), has been deemed the lead agency for the distribution of the Local Government Emergency Fund (the "LGEF" or "Program"), provided through an allocation of the State of New Jersey's CARES Act Coronavirus Relief Fund (CRF Funds); and

WHEREAS, counties and municipalities excluded from the federal government's direct CRF allocation plan, as well as those counties and municipalities that are currently the most impacted by COVID-19 in comparison to their available resources, are eligible for LGEF funds pursuant to a maximum distribution determined by formula; and

WHEREAS, a total of \$60 million is currently being made available under the Program, with a potential \$60 million more to be allocated; and

WHEREAS, LGEF Grants exist to support costs incurred as part of a local unit's response to COVID-19.

NOW, THEREFORE, BE IT RESOLVED by Council of the Borough of Buena, that the Borough of Buena will apply for a LGEF Grant in the amount of \$66,889.02.

ADOPTED: November 9, 2020

ATTEST:


MARYANN CORALUZZO
BOROUGH CLERK


ROSALIE M. BAKER
PRESIDENT OF COUNCIL

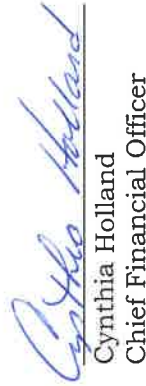
CERTIFICATION

I, Maryann Coraluzzo, Clerk of the Borough of Buena in the County of Atlantic, and the State of New Jersey do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by a majority of the full membership of the Borough of Buena at its meeting of November 9, 2020.


Maryann Coraluzzo
Borough Clerk

CFO CERTIFICATION OF ANTICIPATED NEED (LGEF-4)

I, Cynthia Holland, chief financial officer of the Borough of Buena, hereby certify that the items being sought for reimbursement are eligible for reimbursement under the Local Government Emergency Fund (LGEF) Program Guidelines.


Cynthia Holland
Chief Financial Officer

**LOCAL GOVERNMENT EMERGENCY FUND PROGRAM
GRANT AGREEMENT BETWEEN THE STATE OF NEW JERSEY, DEPARTMENT
OF COMMUNITY AFFAIRS, DIVISION OF LOCAL GOVERNMENT SERVICES**

AND

GRANT RECIPIENT Buena Borough

FY 2020/2021 GRANT 0104

A grant contractual agreement with the New Jersey Department of Community Affairs is composed of two major parts: the General Terms and Conditions for Administering a Grant/Loan and the individual Grant Agreement document which includes the cover page, the signature page, the Agreement Data Sheet and the following sections: I. General Definitions; II. Scope of Agreement; III. Reimbursement Process; IV. Term of Agreement and Termination and Suspension of Agreement; V. Administrative Requirements; VI. General Conditions; and VII. Representation by Recipient. By signature on this Grant/Loan Agreement, the above-named Recipient agrees to the specific provisions stated in the above-referenced sections of this Grant/Loan Agreement. In addition, the Recipient agrees to comply with all provisions of the State of New Jersey, Department of Community Affairs, General Terms and Conditions for Administering a Grant/Loan - Issue Date: February 1998 (Last Amended April 2018). The General Terms and Conditions for Administering a Grant/Loan are incorporated in this Grant/Loan Agreement by reference. The Recipient hereby acknowledges receipt of the General Terms and Conditions for Administering a Grant/Loan document or understands that a copy of the General Terms and Conditions for Administering a Grant/Loan may be obtained upon request to the Division funding this grant.

The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all the parties reflected hereon as the signatories

RECIPIENT AND DEPARTMENT AUTHORIZED SIGNATURES

The Recipient named below agrees to the provisions and General Terms and Conditions of this Grant Agreement. The provisions of this Grant Agreement, as well as the provisions of the General Terms and Conditions for Administering a Grant/Loan, incorporated into this agreement by reference, including any subsequent amendments, shall constitute the terms and conditions of the agreement between the New Jersey Department of Community Affairs, Division of Local Government Services and the Recipient.

If this Grant Agreement, including the General Terms and Conditions for Administering a Grant/Loan, correctly states the Recipient's understanding of the terms and conditions of this award from the New Jersey Department of Community Affairs, please indicate concurrence with these terms and conditions by having the appropriate officer sign as ACCEPTED AND AGREED below and return it to the Department.

FOR RECIPIENT USE ONLY:

ACCEPTED AND AGREED TO FOR RECIPIENT

By:  DATE: 12/7/2020
(Grantee/Chief Administrative Officer)

NAME: David Zappariello
(Print)

**FOR NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS APPROVAL ONLY:
DEPARTMENT FISCAL APPROVAL OFFICER CERTIFICATION:**

BY: _____
Cindy McDowell, Director
Office of Fiscal Services

I attest that sufficient funds have been appropriated by the State Legislature and are available for this grant/loan award.

**NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS GRANT APPROVAL
OFFICER:**

BY: _____
Melanie R. Walter, Director
Division of Local Government Services

GRANT AGREEMENT DATA SHEET

PROJECT INFORMATION

FUNDING PROGRAM NAME: LOCAL GOVERNMENT EMERGENCY FUND (LGEF)

RECIPIENT INFORMATION

LOCAL UNIT NAME: Borough of Buena
ADDRESS: 616 Central Avenue, Minotola, NJ 08341
CONTACT INFORMATION: joseph.dalessandro@buenaboro.org

STATE INFORMATION

DEPARTMENT: NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION: Division of Local Government Services
ADDRESS: 101 South Broad Street, 2nd Floor, P.O. Box 803, Trenton, NJ 08625
CONTACT PERSON: Laurie Ann Doyle
TELEPHONE NUMBER: (609) 292-4132

FUNDING AMOUNT AND SOURCE OF FUNDS

ACCOUNT NUMBER: 20-100-022-8030-686
AMOUNT: \$67,383.23

GRANT AWARD PERIOD

MARCH 1, 2020 THROUGH DECEMBER 30, 2020
LENGTH OF AWARD PERIOD: 10 MONTHS
LIQUIDATION OF OBLIGATIONS MUST BE MADE BY: DECEMBER 30, 2020

PURPOSE OF GRANT: This award will fund eligible costs relating to COVID-19 mitigation and response for counties and municipalities excluded from the federal government's direct CRF allocation plan. Such funding will be made available pursuant to a maximum distribution determined by formula.

I. GENERAL DEFINITIONS

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

“**Act**” (also referred to as “CARES Act”) means the Coronavirus Aid, Relief, and Economic Security Act.

“**CRF**” means the Coronavirus Relief Fund established under the CARES Act.

“**Contractor**” means a contractor paid with LGEF funds in return for a specific service. A contractor is a third-party firm that the Grantee or Subrecipient acquires through a formal procurement process to perform specific functions and is not a contractor. The term shall also include a contractor procured on an emergency basis in compliance with the Local Public Contracts Law and any other applicable public procurement law of the State of New Jersey.

“**Default**” means any use of grant funds for any purpose other than as authorized in this Agreement; or any breach of any covenant, agreement, provision, or warranty (i) the Subrecipient made in the Agreement; (ii) the Subrecipient made in any agreement entered into between the Subrecipient and Sub-subrecipient, Contractor or other third party relating to the Project.

“**Department**” means the New Jersey Department of Community Affairs.

“**Division**” means the Division of Local Government Services in the New Jersey Department of Community Affairs.

“**Eligible Costs**” (also referred to as “Allowable Costs” or “Eligible Expenses”) means costs that are acceptable under the Program Guidelines, which by reference incorporate the United States Department of Treasury’s “Coronavirus Relief Fund: Guidance for State, Territorial, Local, and Tribal Governments,” “Coronavirus Relief Fund Frequently Asked Questions,” and the “United States Department of the Treasury Office of Inspector General Coronavirus Relief Fund Frequently Asked Questions Related to Reporting and Recordkeeping.”

“**Grant Funds**” or “**Grant Proceeds**” means those funds to be provided by the Grantee to Subrecipient pursuant to the terms of this Agreement.

“**Local Government Entity**” means a county or municipality.

“**LGEF**” means the Local Government Emergency Fund.

“**Participating Party**” means the entity that is the beneficiary of the CRF funds awarded.

“**Program Guidelines**” means the “Local Government Emergency Fund Program Description and Guidelines - State Fiscal Year 2021” annexed hereto as Exhibit “A”, as may be amended and updated by the Division.

“**Reimbursement**” means the process of requesting and receiving LGEF Funds.

“**Recipient**” means a local government entity that has been awarded a Grant under the Local Government Emergency Fund.

“**Recipient Activities**” means those activities of the Project to be carried out by the Subrecipient, its agent or agency.

“Subrecipient” means any local government entity on whose behalf the Recipient is seeking reimbursement for eligible costs.

II. SCOPE OF AGREEMENT

This Grant Agreement (“Agreement”) is entered into by and between the Buena Borough (“RECIPIENT”), County of Atlantic, a political subdivision of the State of New Jersey, and the STATE OF NEW JERSEY, DEPARTMENT OF COMMUNITY AFFAIRS, (“DEPARTMENT”). RECIPIENT and the DEPARTMENT may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.”

WHEREAS, as the public health emergency associated with the COVID-19 pandemic continues, the most significant negative financial impacts faced by county and municipal governments throughout New Jersey result from extreme economic contraction, deficits in tax and fee revenues, and extraordinary increases in public safety and health and human services expenditures; and

WHEREAS, severe fiscal stress limits the ability of counties and municipalities to maintain essential services and take the steps necessary to fight COVID-19; and

WHEREAS, without substantial federal assistance, residential taxpayers would absorb the primary impact of meeting these extraordinary needs and closing any associated operating deficits; and

WHEREAS, the Department of Community Affairs, through the Division of Local Government Services, has been deemed the lead agency for the distribution of the Local Government Emergency Fund, provided through an allocation of the State of New Jersey’s CARES Act Coronavirus Relief Fund; and

WHEREAS, counties and municipalities excluded from the federal government’s direct CRF allocation plan, as well as those counties and municipalities that are currently the most impacted by COVID-19 in comparison to their available resources, are eligible for LGEF funds pursuant to a maximum distribution determined by formula; and

WHEREAS, the LGEF is currently comprised of \$60 million; and

WHEREAS, LGEF Grants exist to support costs incurred as part of, and directly related to, a local unit’s response to COVID-19, as permitted under the CARES Act’s Guidelines and FAQ.

NOW THEREFORE, in consideration of the promises, covenants, and agreements set forth herein, the Parties agree as follows:

A. Grant Award

Subject to the terms and conditions of this Agreement, the DEPARTMENT shall make available to the RECIPIENT funds in the amount of \$67,383.23 (the “Grant Funds”) for the purpose of funding RECIPIENT’s Eligible Costs under the Program. The Grant Funds will reimburse only those eligible expenses incurred between **March 1, 2020 and December 30, 2020**.

The Grant Award shall cover items set forth in the Grant Recipient Appropriation Line Items & Reimbursement Amounts annexed hereto as Exhibit “A”. If a reimbursement request deviates from the Grant Recipient Appropriation Line Items & Reimbursement Amounts, RECIPIENT shall explain the discrepancy as part of the disbursement request.

B. Implementation of Agreement

The provision of Grant Funds under this Agreement is specifically conditioned on RECIPIENT and SUBRECIPIENT compliance with this Agreement and all regulations, guidelines and standards applicable to the Program.

C. Eligibility for and Use of Funds

RECIPIENT understands and agrees that its eligibility for receipt of Grant Funds shall be determined by the DIVISION in accordance with the Program Guidelines, including any subsequent amendments and/or changes to the Program Guidelines, as may be limited by the terms of this Agreement. The Program Guidelines are attached hereto as Schedule A.

RECIPIENT further understands and agrees that the Grant Award set forth in Paragraph A represents the maximum amount of Grant Funds for which RECIPIENT may file for reimbursement. The RECIPIENT does not have a vested right to receive any portion of the Grant Funds and, as may be limited by the terms of this Agreement, the receipt of Grant Funds shall be subject to a claim for reimbursement meeting the eligibility requirements established under the Program Guidelines. Grant Funds shall only be disbursed to reimburse eligible uses.

III. REIMBURSEMENT PROCESS

A. Submittal and Review of Reimbursement Requests

RECIPIENT shall submit to the DIVISION a request for reimbursement of Eligible Costs payable under this Agreement by no later than the close of business on **December 10, 2020**. The request shall be accompanied by appropriate documentation which shall include, at minimum, fully executed purchase orders and copies of cancelled checks (both sides) and/or payroll records, as applicable, documenting the expenditure of funds for which reimbursement is sought. Following review and approval of the reimbursement request submitted to the DIVISION, the approved reimbursement request shall be submitted to the GRANTEE Fiscal Affairs Director, or her designee, for approval of payment. Both the DIVISION and the GRANTEE Fiscal Affairs Director, or her designee, may request such

other documentation as may be necessary to support the reimbursement claim. Reimbursement requests shall be approved provided that such requests are deemed to be complete and compliant with Program requirements. A reimbursement request not approved by the DIVISION or the GRANTEE Fiscal Affairs Director, or their respective designees, shall not be paid, but returned to RECIPIENT for further processing, together with a written explanation of why the request was denied and what steps RECIPIENT must take to have the request rendered complete and eligible for payment.

1. Limited Permissibility of Reimbursement Requests for Encumbered Items where Payment Not Yet Made

In cases where funds are encumbered and a purchase order has been issued for eligible goods and services for which delivery is scheduled to be completed on a date not later than December 30, 2020 and payment has not yet been made, a request for reimbursement may be submitted using the purchase order and any other contractual document as supporting documentation. Recognizing the potential for supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if RECIPIENT or a SUBRECIPIENT enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020 will not affect eligibility to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient's control. However, for purposes of the LGEF Program and notwithstanding Federal CARES Act guidance to the contrary, delivery must be completed and the RECIPIENT OR SUBRECIPIENT must render payment by no later than Friday, February 26, 2021. RECIPIENT agrees to submit a report to the DIVISION by no later than the close of business on March 5, 2021 concerning the status of items to which Paragraph A (3) of Section III applies. RECIPIENT shall remit any difference between the amount reimbursed for the eligible item and the amount expended by the RECIPIENT and/or the SUBRECIPIENT to the DEPARTMENT by no later than the close of business on March 12, 2021.

2. Administrative Compliance Expenses

Notwithstanding the United States Department of the Treasury's guidance to the contrary, a necessary administrative compliance expense relating to the grant, such as costs relating to compliance with the Single Audit Act, are not an eligible use of Grant Funds to the extent payment is not made for said expenses prior to December 10, 2020.

B. Disbursement of Grant Funds

After submission of a reimbursement request and supporting documentation by RECIPIENT, and approval of same pursuant to Paragraph A. of this Section, the DEPARTMENT shall provide payment of Eligible Expenses to RECIPIENT via electronic funds transfer to the account and the financial institution identified by RECIPIENT.

C. Subrecipient Noncompliance

In the event of non-compliance with this Agreement, the DEPARTMENT may withhold payment to the RECIPIENT until the DEPARTMENT deems the RECIPIENT and/or the SUBRECIPIENT has become compliant. Noncompliance on any aspect funded under this Agreement may serve as a basis to withhold payment on other funds payable under this Agreement.

IV. TERM OF AGREEMENT: TERMINATION OR SUSPENSION OF AGREEMENT

A. Term of Agreement

This Agreement shall be deemed effective on the date first written and shall continue until either Party terminates the Agreement upon thirty (30) days written notice or until reimbursement of eligible costs up to the amount of the Grant Award has been completed by DEPARTMENT, unless terminated prior to such time in accordance with the terms and conditions of this Agreement.

B. Termination for Convenience

The DEPARTMENT may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to RECIPIENT. Upon receipt of notice, RECIPIENT shall, unless the notice directs otherwise, immediately discontinue, or find other sources of funding for, all Activities set forth in the Statement of Work hereunder, except as may otherwise be legally required pursuant to a binding commitment to perform.

C. Termination Due to Unavailable Funding

The continuation of this Agreement is contingent upon the appropriation and release of sufficient funds to the DEPARTMENT to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the DEPARTMENT for fulfillment of this Agreement shall constitute reason for termination of the Agreement by either Party. RECIPIENT shall be paid for all authorized services properly performed prior to termination, as well as be permitted to draw Grant Funds in an amount required to fund all essential services performed by RECIPIENT prior to termination.

D. Obligations Governing Use of CARES Act Funds Survive Termination

Termination of this Agreement under any of the foregoing provisions shall not alter or diminish RECIPIENT's and/or any SUBRECIPIENT'S obligations governing the use of Grant Funds, as funded by funds provided to the State of New Jersey by the United States Department of the Treasury under the CARES Act, under applicable statutes and regulations or under this Agreement and/or terminate any of RECIPIENT's obligations that survive the termination of this Agreement. Such obligations and/or duties may include but are not limited to the following: (1) duty to maintain and provide access to records and (2)

duty to monitor and report on the use of any Grant Funds expended or awarded to RECIPIENT in compliance with all terms, conditions and regulations herein.

V. ADMINISTRATIVE REQUIREMENTS

A. Documentation and Record-Keeping

1. Records to be Maintained

RECIPIENT and any SUBRECIPIENT shall retain all records relating to the request for and use of the Grant Funds pursuant to the United States Department of the Treasury’s “Coronavirus Relief Fund Recipient Reporting and Record Retention Requirements” OIG-CA-20-021, incorporated herein as Exhibit “C”, as may be amended, updated, and supplemented by the United States Department of the Treasury. To the extent this provision and Section XXIV of the “General Terms and Conditions for Administering a Grant/Loan” conflict, this provision shall govern.

2. Outside Audits & Inspections

The DEPARTMENT, the State Comptroller, United States Department of the Treasury, Office of the Inspector General, U.S. Department of Treasury monitors, and auditors contracted by any of them, shall have the option of auditing all records and accounts of RECIPIENT and/or its Contractors and SUBRECIPIENTS that relate to this Agreement at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing RECIPIENT, Contractor or SUBRECIPIENT, as appropriate, with reasonable advance notice.

VI. GENERAL CONDITIONS

A. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. If RECIPIENT contracts with third parties to perform any of the services to be performed hereunder, such third parties shall at all times remain an “independent contractor” with respect to the provision of such services. The DEPARTMENT shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, with respect to such third-party contracts.

B. Hold Harmless/Indemnity Contractors/Subcontractors

To the extent that RECIPIENT is permitted to and utilizes the services of any third parties in performance of RECIPIENT’s duties and obligations under this Agreement, any contract entered into shall contain a provision that the Contractor and/or subcontractor shall hold

RECIPIENT and the DEPARTMENT harmless and defend and indemnify RECIPIENT and the DEPARTMENT from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Contractor and/or subcontractor's performance or nonperformance of the services.

C. Workers' Compensation

RECIPIENT shall provide Workers' Compensation Insurance coverage for employees involved in the performance of this Agreement to the extent required by law.

D. Insurance & Bonding

Unless expressly waived in writing by DEPARTMENT, RECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall maintain a blanket fidelity bond, or equivalent insurance acceptable to the DEPARTMENT.

E. Amendments

The DEPARTMENT or RECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of each Party. Such amendments shall not invalidate this Agreement, nor relieve or release the DEPARTMENT or RECIPIENT from its obligations under this Agreement, except as may otherwise be provided. Amendments will generally be required when any of the following are anticipated: i) revision to the scope or objectives of the Program, including purpose or beneficiaries; ii) need to extend the availability of Grant Funds; iii) ; revision that would result in the need for additional funding.

The DEPARTMENT may, in its discretion, require that this Agreement be amended to conform to federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons.

F. Severability

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

G. Entire Agreement

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

H. No Authorship Presumptions

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise, or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

I. Applicable Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

J. No Personal Liability of Individual Representatives

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate Party in his or her individual capacity, and neither the officers of any Party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

K. Delay or Omission

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

L. Prohibited Activity

RECIPIENT and any SUBRECIPIENT are prohibited from using the Grant Funds provided herein or personnel employed in the administration of the Program for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. RECIPIENT will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of certain employees.

RECIPIENT agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot, nor shall such Grant Funds be used to lobby for or against any proposition or matter having the effect of law being considered by the New Jersey Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the New Jersey Legislature or any local governing authority.

RECIPIENT and any SUBRECIPIENTS certify, shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that they will not and have not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. RECIPIENT shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

M. Safety

RECIPIENT shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of his or her performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1926, shall be observed and RECIPIENT shall take or cause to be taken such additional safety and health measures as RECIPIENT may determine to be reasonably necessary.

N. Subcontractors

In no event shall the existence of a subcontract operate to release or reduce the liability of RECIPIENT to the DEPARTMENT for any breach in the performance of RECIPIENT's or any subcontractor's duties.

O. Drug Free Workplace Compliance

RECIPIENT hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended and with 24 CFR part 21 . Further, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in any contracts executed by and between RECIPIENT and any third parties funded using Grant Funds under this Agreement in accordance with 48 FAR part 23.500, et seq, and 48 CFR part 52.223-6.

P. Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be transmitted through electronic mail. In addition to electronic mail, any notices may also be hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section. Nothing in this subsection shall be construed as preventing electronic or other communication with RECIPIENT concerning documentation submitted or needing to be submitted to draw down Grant funds.

To the GRANTEE:

Electronic Mail:
LGEF@dca.nj.gov
Attn: Laurie Ann Doyle

Hard Copy:
Department of Community Affairs
Division of Local Government Services
Attn: Laurie Ann Doyle
101 South Broad Street
P.O. Box 803
Trenton, New Jersey 08625
Facsimile – 609-984-6696

To RECIPIENT:

Municipality or County: Buena Borough
Name of Primary Contact: Joseph A. D'Alessandro, III

Email Address: joseph.dalessandro@buenaboro.org

Mailing/Delivery Address: _____

Buena Borough

616 Central Avenue

Minotola, NJ 08341



Q. Applicability of Provisions Included/Excluded from Agreement

Failure to expressly reference any applicable federal or State regulation, statute, public law, Executive Order, agency directive or OMB Circular will not exempt either Party from compliance with such applicable law or regulation, and all applicable provisions not included will be deemed as inserted herein.

Likewise, execution of this Agreement will not obligate either Party to comply with any regulation, statute, public law, Executive Order, agency directive or OMB Circular, if not otherwise applicable to the use of the Grant Funds provided herein or to the particular projects performed under this Agreement, even though it may be referenced in this Agreement or in the Appendices.

R. No Third-Party Beneficiary

Nothing herein is intended, and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement except to the extent that the DIVISION has approved RECIPIENT to reimburse a SUBRECIPIENT for eligible costs. This provision shall not limit any obligation which either Party has to the United States Department of Treasury in connection with the use of CARES Act funds, including the obligation to provide access to records and cooperate with audits as provided in this Agreement.

S. State Held Harmless; Indemnification by Subrecipient

RECIPIENT acknowledges that the role of DEPARTMENT as to the distribution of CARES Act funds is as an intermediary. If as the result of any audit performed by the United States Department of Treasury or any other auditing agency, department of office of the United States Government it is determined that any reimbursement made to RECIPIENT by DEPARTMENT from the CARES Act funds was not eligible for reimbursement, the RECIPIENT shall repay any ineligible reimbursement to the State of New Jersey within the time mandated by the DEPARTMENT or the State of New Jersey. RECIPIENT shall indemnify and hold harmless the RECIPIENT and the State of New Jersey from any claim made by the United States Department of Treasury or any other auditing agency, department or office of the United States Government for the return of

any payment received by RECIPIENT under the Local Government Emergency Fund Grant Program from CARES Act funds.

T. Subrogation

In consideration of RECIPIENT'S receipt of funds or the commitment by the DEPARTMENT to provide programmatic funds ("Grant Funds" or "Grant Proceeds") under the Act, administered by Grantee, RECIPIENT hereby assigns to the DEPARTMENT all of RECIPIENT'S future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies or any type or coverage or under any reimbursement or relief program related to or administered by Federal agencies including but not limited to, the Federal Emergency Management Agency ("FEMA"), the Small Business Administration ("SBA"), Department of Health and Hospitals ("DHHS"), Department of Commerce ("DOC") (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of RECIPIENT'S award to the extent that Grant Proceeds paid or to be paid to Subrecipient under the Local Government Emergency Fund Program are determined at the sole discretion of the DEPARTMENT or the DIVISION to be a duplication of benefits ("DOB") as provided in this Agreement. The proceeds or payments referred to in the preceding paragraph, whether they are from a source listed above, are collectively referred to hereinafter as "Proceeds", and any Proceeds that are a DOB (collectively, shall be referred to herein as "DOB Proceeds"). Upon receiving any Proceeds, RECIPIENT agrees to immediately notify the DEPARTMENT and the DIVISION of these Proceeds. The DEPARTMENT and/or the DIVISION will determine in its sole discretion if such additional amounts constitute a DOB. If some or all the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the DEPARTMENT, to be retained and/or disbursed as provided in this Agreement.

RECIPIENT agrees to assist and cooperate with the DEPARTMENT if it elects to pursue any of the claims RECIPIENT and/or any SUBRECIPIENT has against the insurers for reimbursement of DOB Proceeds under any such policies. RECIPIENT'S assistance and cooperation shall include but shall not be limited to allowing suit to be brought in RECIPIENT'S name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the DEPARTMENT. RECIPIENT further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the RECIPIENT and any SUBRECIPIENT would be entitled to under any applicable program.

If requested by the DEPARTMENT, RECIPIENT agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the DEPARTMENT, to the extent of the Grant paid to RECIPIENT under the Program any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the DEPARTMENT to consummate and make effective the purposes of this Agreement.

RECIPIENT explicitly allows the DEPARTMENT to request of any company with which RECIPIENT held insurance policies, or FEMA or the SBA or any other entity from which RECIPIENT has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by the DEPARTMENT to monitor/enforce its interest in the rights assigned to it under this Agreement and give RECIPIENT's consent to such company to release said information to the DEPARTMENT.

If RECIPIENT hereafter receives any DOB Proceeds, RECIPIENT agrees to promptly pay such amounts to the DEPARTMENT. Additionally, if RECIPIENT received Grant Proceeds under the Program in an amount greater than the amount RECIPIENT would have received if such DOB Proceeds had been considered in the calculation of RECIPIENT's award, the RECIPIENT agrees to promptly reimburse such amounts to the DEPARTMENT.

In the event that the RECIPIENT receives or is scheduled to receive any Subsequent Proceeds, RECIPIENT shall pay such Subsequent Proceeds directly to the DEPARTMENT who will determine the amount, if any, of such Subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the DEPARTMENT.

Subsequent DOB Proceeds shall be disbursed as follows:

1. If the RECIPIENT has received full payment of the Grant, any Subsequent DOB Proceeds shall be returned and retained by the DEPARTMENT.
2. If the RECIPIENT has received no payment of the grant, any Subsequent DOB Proceeds shall be used by the DEPARTMENT to reduce payments to the RECIPIENT and all Subsequent DOB Proceeds shall be returned to the DEPARTMENT.
3. If the RECIPIENT has received a portion of the grant, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the grant, and Subsequent DOB Proceeds in such amount shall be returned to the RECIPIENT; and (B) any remaining Subsequent DOB Proceeds shall be retained by the DEPARTMENT.
4. If the DEPARTMENT makes the determination that the RECIPIENT does not qualify to participate in the Program or the RECIPIENT determines not to participate in the Program, the Subsequent DOB Proceeds shall be returned to the RECIPIENT, and this Agreement shall terminate.

Once the DEPARTMENT has recovered an amount equal to the Grant Proceeds paid to the RECIPIENT, the DEPARTMENT will reassign to RECIPIENT any rights assigned to the DEPARTMENT pursuant to this Agreement.

EXHIBIT A

RECIPIENT APPROPRIATION LINE ITEMS & REIMBURSEMENT AMOUNTS

Buena Borough

LINE ITEMS (including FCOA code)		Total
Nitrile Gloves-Small	25-261	\$ 585.52
Nitrile Gloves-Medium	25-261	\$ 1,550.00
Nitrile Gloves-Large	25-261	\$ 1,262.95
Nitrile Gloves-XL	25-261	\$ 292.60
Isolation Gowns	25-261	\$ 4,500.00
Eye Protection (Glasses)	25-261	\$ 225.00
North 550030 Half Mask Respirator	25-261	\$ 775.00
North 77FFP100L Respirator Filters	25-261	\$ 1,987.44
Surgical/Patient Mask	25-261	\$ 1,375.00
N95 Paper Masks	25-261	\$ 880.00
North Half Mask Respirators 770030	25-261	\$ 32.95
Fit Testing for P100 & N95	25-261	\$ 150.00
Nitrile Glove-Medium	25-261	\$ 219.80
Nemesis Safety Eyewear	25-261	\$ 85.00
North Half Mask Respirators 550030	25-261	\$ 453.12
North P100 Cartridge Filters 75FFP100L	25-261	\$ 612.00
Essentials Procedure Mask L1 Blue 50/Box	25-261	\$ 10.50
Isolation Gown Blue Fluid Resistant 40/Box	25-261	\$ 55.00
CaviWipes Towellettes 160/CN	25-261	\$ 37.50
SecureFit Mask UltraSen AF L3 White 40/Box	25-261	\$ 54.00
Essentials Procedure Mask L1 Blue 50/Box	25-261	\$ 10.50
SecureFit Mask UltraSen AF L3 White 40/Box	25-261	\$ 80.37
Isolation Gown Blue Fluid Resistant 40/Box	25-261	\$ 49.98
MaxiWipe LA Germicide Wipe Large 160/CN	25-261	\$ 94.50
HSI Earloop Mask Level 3 Teal	25-261	\$ 18.00
Disp Cover Gown Blue 5 Cases	25-261	\$ 61.65
Disp Cover Gown Blue 10 Pack	25-261	\$ 18.00
Essentials Procedure Mask L1 Blue 50/Box	25-261	\$ 32.97
Maxima Earloop Mask Level 3 Teal	25-261	\$ 59.97
Gown Isolation Trilayer Sms Bl Unl 10 Pack	25-261	\$ 33.75
American Restoration Fogged Building and BLS Units 25-261		\$ 110.00
Metrex Cavicide Disinfectant-Gallon	25-261	\$ 146.75
Liners	25-261	\$ 48.75
Liners	25-261	\$ 31.90
Towels	25-261	\$ 62.50
Heavenly HH Towels	25-261	\$ 31.10
Wagner Sprayer Antiviral	25-261	\$ 89.98
ClordiSys UVC Lantern	25-261	\$ 3,375.00
ClordiSys UVC Flashbox	25-261	\$ 1,122.00

Fit Testing for P100 & N95	25-261		\$	100.00
Swiffer Wet Cloths-Ambulance Decon	25-261		\$	58.30
Tidishield Poly Gown	25-261		\$	171.00
Main Flow Viral Filter	25-261		\$	63.00
Fluidshiled Mask with Visor	25-261		\$	71.30
Clorox Bleach	25-261		\$	21.90
Dial Antiseptic Soap	25-261		\$	31.00
Heavenly HH Towels	25-261		\$	62.20
Clorox Cleanup	25-261		\$	44.15
3PLY 1000Pcs Disposable Face Mask	25-261		\$	199.99
Non-Contact Infared Thermometer	25-261		\$	33.99
Disinfecting Wet Wipes	25-261		\$	169.95
1200CC Suction Canister	25-261		\$	75.00
Tidishield Poly Gown	25-261		\$	337.50
Heartstart Pads	25-261		\$	138.40
Pediatric Heartstart Pads	25-261		\$	80.00
Peep Valve	25-261		\$	62.50
American Restoration Fogged Building and BLS Units			\$	110.00
25-261				
Clorox Wipes	25-261		\$	39.80
North 77FFP100L Respirator Filters	25-261		\$	200.60
M N400 DispGlv 100Ct	25-261		\$	525.00
L R Blue Glove 100Ct	25-261		\$	378.89
SmBlueNitrExGlv50Ct	25-261		\$	439.14
Laerdal Suction Unit	25-261		\$	1,592.00
North Half Mask Respirators 550030	25-261		\$	132.16
Brown Towels	26-310		\$	133.00
Hand Towels	26-310		\$	125.00
XL High Risk Gloves PF	26-290		\$	214.88
Outdoor Drop Boxes	26-310		\$	133.30
Greenworks Cleaner	26-310		\$	45.90
Clorox Bleach	26-310		\$	20.90
Clorox Wipes	26-310		\$	39.50
Nitrile Gloves	26-310		\$	89.00
Clorox Wipes	26-310		\$	39.50
Antiseptic Pink Hand Soap	26-310		\$	29.90
Angela Costigan - COVID-19 Work March 2020	20-155		\$	1,800.00
Clorox Wipes	26-310		\$	39.50
Padlock-Lock Tennis Court Executive Order	26-290		\$	21.59
Building Sign	26-310		\$	4.49
Building Sign	26-310		\$	4.49
Dust Mask	26-310		\$	14.38
N95 Masks	26-290		\$	68.00
Clorox Wipes	26-310		\$	39.50
Brown Towels	26-310		\$	133.00

Lysol Lemon	26-310	\$	62.75
Clorox Bleach	26-310	\$	20.90
Cleaning Spray	26-310	\$	56.90
Nitrile Gloves	26-310	\$	9.98
Nitrile Gloves	26-310	\$	9.98
Clorox Bleach 1 Gallon	26-310	\$	65.70
Terry Towels	26-310	\$	25.80
Kibreez Dispos Mask 10/Pk	26-310	\$	8.99
Purell Hand Sanitizer Pump	26-310	\$	169.50
Heavenly HH Towels	26-310	\$	62.20
Brown Towels	26-310	\$	62.50
Social Distancing Floor Decals	26-310	\$	44.44
Brown Towels	26-310	\$	66.50
Clorox Bleach	26-310	\$	43.80
Terry Towels	26-310	\$	25.80
Champion Cleaner	26-310	\$	28.98
Medlooper	26-310	\$	33.60
58" Liners	26-310	\$	48.75
33" Liners	26-310	\$	63.80
Antibacterial Hand Soap	26-310	\$	49.95
Clorox Bleach	26-310	\$	43.80
Nitrile Gloves	26-310	\$	99.00
Champion Cleaner	26-310	\$	56.90
Medlooper	26-310	\$	25.20
Looped Mopheads	26-310	\$	15.60
12/24 oz Clorox Cleaner	26-310	\$	35.90
Disposable Face Masks	26-310	\$	25.69
Lysol Lemon Disinfectant	26-310	\$	125.50
Sanit Moisturizing Hand Sanitizer	26-310	\$	119.95
Automatic Hand Sanitizer Dispenser	26-310	\$	119.98
Non-Contact Infrared Thermometer	26-310	\$	39.99
Automatic Hand Sanitizer Dispenser	26-310	\$	179.97
3PLY 500Pcs Disposable Face Masks	26-310	\$	99.95
Natural and Skin Friendly Wet Wipes	26-310	\$	61.99
Kraft Roll Towels	26-310	\$	66.50
Clorox Bleach	26-310	\$	43.80
Terry Towels	26-310	\$	25.80
Looped Mopheads	26-310	\$	16.80
24oz Cotton Mopheads	26-310	\$	10.40
American Restoration Decontamination	26-310	\$	110.00
12/24 oz Clorox Cleaner	26-310	\$	71.80
EMS Overtime	25-261	\$	36,273.23
TOTAL EXPENDITURES		\$67,383.23	