

**A RESOLUTION AUTHORIZING THE ADVERTISEMENT
FOR RECEIPT OF PROPOSALS
FOR WATER LEAK DETECTION AND MONITORING SERVICES**

WHEREAS, the Township receive a grant from the Board of Public Utilities in the amount of \$250,502.85 for Clean Energy Acoustical Testing; and

WHEREAS, the municipal officials have worked with professionals at CME Associates to develop a project scope in accordance with the grant; and

WHEREAS, a recommendation is hereby made to solicit proposals for water leak detection and monitoring services; and

WHEREAS, said services shall be procured in formal manner under the Local Public Contract Law N.J.S.A. 40A:11-4.1a et seq. under both a fair and open and competitive process to assure that firm is provided an equal opportunity to submit a proposal.

NOW, THEREFORE, BE IT RESOLVED, on this 3rd day of April 2023, that the Township Council of the Township of North Brunswick does hereby authorize advertisement for the receipt of bids for the following specification:

PROPOSAL OPENING DATE

April 28, 2023

CONTRACT BID23005:

Water Leak Detection and Monitoring Services

CERTIFICATION

I, Cavel Gallimore, Chief Financial Officer of the Township of North Brunswick, certify that funds have been made available for this purpose under Contract BID23005.

Cavel Gallimore
Chief Financial Officer

Justine Progebin
Business Administrator

Ronald Gordon, Esq.
Township Attorney
Approved as to legal form

Resolution: _____

RECORDED VOTE:

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
HUTCHINSON				
GUADAGNINO				
ANDREWS				
DAVIS				
SOCIO				
MEHTA				
MAYOR WOMACK				

I hereby certify that the above Resolution was duly adopted by the Township Council of the Township of North Brunswick, County of Middlesex, at its meeting held on March 6, 2023.

Lisa Russo
Township Clerk

STATE OF NEW JERSEY GRANT AGREEMENT BETWEEN

THE BOARD OF PUBLIC UTILITIES

AND Township of North Brunswick **(GRANTEE)**

GRANT NUMBER 22ATP002

GENERAL

- I. Grant Agreement Data
- II. Compliance with Existing Laws
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- IV. Indemnification
- V. Assignability
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- VII. Special Grant Conditions for "High Risk" Grantees

POST-AWARD REQUIREMENTS

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- X. Allowable Costs
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- XXIII. Termination and Suspension

AFTER-THE-GRANT REQUIREMENTS

- XXIV. Grant Closeout Procedures

ATTACHMENTS

- A. Additional Grant Provisions
- B. Approved Budget
- C. Comparison of Actual to Budget Expenditures
- D. Program Specifications

I. Grant Agreement Data (See Attached)

II. Compliance with Existing Laws

- A. The Grantee, in order to permit the board to award this grant, agrees to comply with all Federal, State and municipal laws, rules, and regulations generally applicable to the activities in which the Grantee is engaged in the performance of this grant.
- B. These laws and regulations include, but are not limited to the following:
1. **Federal Office of Management and Budget (OMB)** documents:
[2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards \(Super Circular\)](#)
 2. **New Jersey Department of the Treasury, Office of Management and Budget** documents:
 - a) Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid:
https://www.nj.gov/infobank/circular/cir1508_omb.pdf
 - b) State Grant Compliance Supplement:
<https://www.state.nj.us/treasury/omb/stategrant.shtml>
 3. **State Affirmative Action Legal Citations:**
The Grantee agrees to require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A 10:5, et. al., and P.L. 1975, c.127 and all implementing regulations.

Failure to comply with the laws, rules and regulations shall be grounds for termination of this grant.

III. Bonding and Insurance

Bonding and insurance of the type described in Attachment A, Part VII, shall be provided by the Grantee and proof of bonding and insurance must be retained on file by the Grantee.

IV. Indemnification

The Grantee shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services that results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

V. Assignability

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

VI. Availability of Funds

The Recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the availability to the Board of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Board to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the Agreement by the Board or an event of default under the Agreement and the Board shall not be held liable for any breach of the Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Board beyond the duration of the award period set forth in the Grant/Loan Agreement and in no event shall the Agreement be construed as a commitment by the Board to expend funds beyond the termination date set in the Grant/Loan Agreement.

VII. Special Grant Conditions For "High Risk" Grantees

- A. A Grantee may be considered "high risk" if the Board determines that a Grantee:
1. Has a history of unsatisfactory performance.
 2. Is not financially stable.
 3. Has a financial management system which does not meet the standards set forth in Section VIII.
 4. Has not conformed to terms and conditions of previous awards.
 5. Is otherwise not responsible; and the Board determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
- B. Special conditions or restrictions may include:
1. Payment on a reimbursement basis.
 2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 3. Requiring additional, more detailed financial reports.
 4. Additional project monitoring.
 5. Requiring the Grantee to obtain technical or management assistance.
 6. Establishing additional prior approvals.

- C. If a Board decides to impose such conditions, the Board official will notify the Grantee as soon as possible, in writing, of:
1. The nature of the special conditions/restrictions.
 2. The reason(s) for imposing the special conditions.
 3. The corrective actions that must be taken before the special conditions will be removed by the Board and the time allowed for completing the corrective actions.
 4. The method of requesting reconsideration of the conditions/restrictions imposed.

VIII. Financial Management System

- A. The Grantee shall be responsible for maintaining an adequate financial management system and will immediately notify the Board when the Grantee cannot comply with the requirements established in this Section of the grant.
- B. The Grantee's financial management system shall provide for:
1. **Financial Reporting:**
Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
 2. **Accounting Records:**
Records that adequately identify the source and application of funds for Board supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
 3. **Internal Control:**
Effective internal and accounting controls over all funds, property and other assets. The Grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 4. **Budget Control:**
Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by the Board.
 5. **Allowable Cost:**
Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of Federal and State requirements.
 6. **Source Documentation:**
Accounting records that are supported by source documentation.

7. Cash Management:

Procedures to minimize the time elapsing between the advance of funds from the Board and the disbursement by the Grantee, whenever funds are advanced by the Board.

- C. The Board may require the submission of a "Statement of Adequacy of the Accounting System," as provided in Attachment A, Section II of this grant agreement.
- D. Board 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 Board determines that the Grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by the Board upon written notice to the Grantee, until such time as the system meets with Board approval.

IX. Method of Payment

A payment will be made to the Grantee in a manner determined by the Board (see Attachment A, Section V), upon receipt by the Board of a properly executed copy of this grant.

X. Allowable Costs

A. Limitation on Use of Funds

Grant funds must be used only for allowable costs.

B. Applicable Cost Principles

For each type of organization, there is a set of Federal principals for determining allowable costs. Allowable costs will be determined in accordance with applicable Federal cost principles specific to the organization incurring the costs (e.g. Federal Uniform Guidance-2 CFR Part 200, Subpart E) and State requirements.

XI. Period of Availability of Funds

Grantees may charge to the award only costs resulting from obligations of the funding period unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period.

XII. Matching and Cost Sharing

The Grantee shall be required to account to the satisfaction of the Board for matching and cost sharing requirements of the grant in accordance with Federal and State requirements.

XIII. Program Income

Program income shall be defined as gross income earned by the Grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.

- A. If a Grantee receives interest earned of \$250 or more in a fiscal year on advances of grant funds, see Attachment A, Section VIII (B).
- B. Unless the grant provides otherwise, the Grantee shall have no obligation to the Board with respect to royalties received as a result of copyrights or patents produced under the grant.

- C. All other program income earned during the grant period shall be retained by the Grantee and used in accordance with Attachment A, Section IV of this grant.

XIV. Audit Requirements

This grant is covered by the audit requirements of the Board of the Treasury Circular Letter 15-8-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

XV. Budget Revision and Modification

- A. This Section sets forth criteria and procedures to be followed by the Grantee in reporting deviations from the approved budget and in requesting approvals for budget revisions and modification. Revisions and modifications to this grant must be requested by the Grantee and approved by the Board in writing.
- B. Grantee shall request approval in writing, from the Board Grant Approval Officer designated in Attachment A, Section III when there is reason to believe a revision or modification will be necessary for the following reasons:
1. Changes in the scope, objective, financial assistance, key personnel, timing of the project or program, or deviations from the approved budget.
 2. To provide financial assistance to a third party by sub-granting (if authorized by law) or by another means to obtain the services of a third party to perform activities which are central to the purpose of the award.
 3. The need for additional funding or to extend the period of availability of funds.
 4. Adjustments between cost categories and/or shifts of funding to direct cost categories that are not part of the approved budget.
 5. Revisions which involve the transfer of amounts budgeted for indirect costs to absorb increases in direct costs.
For the purpose of this grant, indirect costs are defined as those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited without effort disproportionate to the results achieved. Direct costs are defined as those which can be identified specifically with a particular cost objective. These costs may be charged directly to grants, contracts, or to other programs against which costs are finally lodged.
- C. The Board may also, at its option, establish policy to restrict transfers of funds among direct cost categories and must require Grantees to comply with applicable Federal and State requirements concerning prior approval for certain budget changes.
- D. When requesting approval for budget revisions, the Grantee shall clearly show the change in cost categories and may use the budget form provided in Attachment B of this grant.
- E. The Board may request changes in the scope of services of the Grantee to be performed hereunder. Such changes, which are mutually agreed upon by and between the Board and the Grantee must be incorporated in written amendments to this grant.

- F. If the Grantee is making program expenditures or providing grant services at a rate which, in the judgment of the Board, will result in substantial failure to expend the grant amount or provide grant services, the Board may so notify the Grantee. If, after consultation, the Grantee is unable to develop to the satisfaction of the Board a plan to rectify its low level of program expenditures or grant services, the Board may upon thirty (30) days notice to the Grantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Grantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by the Board subsequent to the awarding of the grant and the funds have already been received by the Grantee, the reduced amount will be remitted to the Board.
- G. If the revision requested will result in a change to the Grantee's approved project which requires Federal prior approval, the Board will obtain the Federal agency's approval before approving the Grantee's request.

XVI. Property Management Standards

Property furnished by the Board or acquired in whole or in part with Federal or Board funds or whose cost was charged to a project supported by Federal or Board funds shall be utilized and disposed of in a manner generally consistent with State and Federal requirements.

XVII. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with Federal and State requirements. Adherence to the standards contained in the 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 Board, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

XVIII. Monitoring of Program Performance

- A. The Grantee must assure compliance with applicable Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable.
- B. The Grantee shall inform the Board of the following types of conditions which affect program objectives and performance as soon as they become known:
1. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any Board assistance required to resolve the situation.
 2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost, or produces a greater benefit than originally planned.

- C. The Board may, at its discretion, make site visits to:
 - 1. Review program accomplishments and management control systems.
 - 2. Provide such technical assistance as may be required.
 - 3. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.

XIX. Financial and Performance Reporting

- A. The grant budget as used in this Section means the approved financial plan to carry out the purpose of the grant. This plan is the financial representation of the project or program as approved during the grant application and award process. The Approved Budget is contained in Attachment B.
- B. The Grantee is required to submit a final report at the conclusion of the grant.
- C. The Grantee shall submit interim expenditure reports comparing actual expenditures with the approved budget.
- D. The Grantee shall submit interim performance reports as prescribed by the Board; however, reports shall not be required more frequently than quarterly or less frequently than annually.
- E. The Grantee shall submit annual reports.
- F. Extensions to reporting due dates may be granted upon written request to the Board.
- G. If reports are not submitted as required, the Board may, at its discretion, suspend payments on this grant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Grantee on this or any grant with other State agencies until the required reports have been submitted.
- H. Per the Board Order, final reports should include the following items:
 - 1. An overview of the project, including a project description.
 - 2. Documentation of the project's implementation.
 - 3. A summary and discussion of the data and information included in previous quarterly reports, including a final table of relevant information.
 - 4. A final assessment of the impact of the project, including water (gallons), all energy (kWh), and cost savings (\$) associated with treating and distributing water.
 - 5. An estimate of the return on investment for the acoustic system.
 - 6. A robust summary of the project outcomes, including an assessment of what benefits were realized by overburdened communities, if overburdened communities exist in the applicant's service area.

XX. Access to Records

- A. The Grantee in accepting this grant agrees to make available to the Board, any Federal agency whose funds are expended in the course of this grant, or any of their duly authorized representatives, pertinent accounting records, books, documents and papers as may be necessary to monitor and audit Grantee's operations.

- B. All visitations, inspections and audits, including visits and requests for documentation in discharge of the Department's responsibilities, shall as a general rule provide for prior notice when reasonable and practical to do so. However, the Board retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- C. The Board reserves the right to have access to records of any Subgrantees and requires the Grantee to provide for Board access to such records in any grant with the Subgrantee.
- D. The Board reserves the right to have access to all work papers produced in connection with audits made by the Grantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.

XXI. Record Retention

- A. Except as otherwise provided, financial and programmatic records, supporting documents, statistical records and all other records pertinent to the grant shall be retained for a period of seven years, unless Federal or State funding Board statutes require longer periods or unless directed to extend the retention by the Board.
 - 1. If any litigation, claim, negotiation, action or audit involving the records is started before the expiration of the seven year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven year period, whichever is later unless otherwise directed by the Board.
 - 2. Records for nonexpendable property acquired with Board funds shall be retained for seven years after its final disposition, unless otherwise provided or directed by the Board.
- B. For Federal and State purposes (unless otherwise provided):
 - 1. General - The retention period starts from the date of submission of the final expenditure report, or for grants that are renewed annually, from the date of submission of the annual financial report.
 - 2. Real Property and Equipment - The retention period for real property and equipment records starts from the date of the disposition, replacement or transfer at the direction of the awarding Board.
- C. The Board 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.

XXII. Enforcement

- A. Remedies for Noncompliance

If a Grantee materially fails to comply with the term of an award, whether stated in a State or Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the Board may take one or more of the following actions, as appropriate in the circumstances:

 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or take more severe enforcement action.
 - 2. Disallow all or part of the cost of the activity or action not in compliance.
 - 3. Wholly or partly suspend or terminate the current award for the Grantee's program.

4. Withhold further awards for the program,
5. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
6. Take other remedies that may be legally available.

B. Hearings, Appeals

In taking an enforcement action, the Board may provide the Grantee an opportunity for such hearing, appeal or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

C. Effects of Suspension and Termination

Costs incurred by the Grantee, resulting from obligations incurred by the Grantee during a suspension or after termination of an award, are not allowable to be applied against the grant unless the Board expressly authorizes them in the notice of suspension or termination or subsequently. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, and are noncancellable.

D. Relationship to Debarment and Suspension

The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Grantee from being subject to State and Federal debarment and suspension procedures.

XXIII. Termination and Suspension

A. The following definitions shall apply for the purposes of this Section:

1. Termination

The termination of a grant means the cancellation of assistance, in whole or in part, under a grant at any time prior to the date of completion.

2. Suspension

The suspension of a grant is an action by the Department which temporarily suspends assistance under the grant pending corrective action by the Grantee or pending a decision to terminate the grant by the Board.

3. Disallowed Costs

Disallowed costs are those charges to the grant which the Board or its representatives shall determine to be beyond the scope of the purpose of the grant, excessive, or otherwise unallowable.

B. When the Grantee has failed to comply with grant award stipulations, standards, or conditions, the Board may suspend the grant and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with paragraph C below. The Board shall allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet Federal and State requirements.

C. The Board may terminate the grant in whole or in part whenever it is determined that the

Grantee has failed to comply with the conditions of the grant. The Board shall promptly notify the Grantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Grantee or recoveries by the Board under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

- D. The Board and the Grantee may terminate the grant 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 effective date and in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
- E. The Grant Closeout procedures in Section XXIV of the grant shall apply in all cases of termination of the grant.

XXIV. Grant Closeout Procedures

A. The following definitions shall apply for the purpose of this Section:

1. Grant Closeout

The closeout of a grant is the process by which the Board determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

2. Date of Completion

The date when all activities under the grant are completed or the expiration date in the award document, or any supplement or amendment thereto.

B. The Grantee shall submit final expenditure and performance reports as prescribed by the Board and in the timeframes set forth in Attachment A, Part VI upon completion of the grant period or termination of the grant.

The Board may permit extensions when requested in writing by the Grantee.

C. The Grantee will, together with the submission of the final report, refund to the Board any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by the Board to be retained.

D. In the event a final audit has not been performed prior to the closeout of the grant, the Board retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

Attachments:

- A. Additional Grant Provisions
- B. Approved Budget
- C. Comparison of Actual to Budget Expenditures
- D. Program Specifications