

CITY COUNCIL

The City of Orange Township, New Jersey

DATE November 7, 2018

NUMBER 309-2018

TITLE: AN ENABLING RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT BY THE DEPARTMENT OF PUBLIC WORKS AND ENGINEERING FROM THE STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION GREEN ACRES PROGRAMS FOR MULTI PARK DEVELOPMENT PROJECT #0717-14-056 IN THE AMOUNT OF \$1,000,000.00.

WHEREAS, the New Jersey Department of Environmental Protection, Green Acres Program provides loans and/or grants to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition and development of lands for outdoor recreation and conservation purposes; and,

WHEREAS, the City of Orange Township has previously obtained a loan and/or a grant of \$1,000,000.00 from the State of New Jersey ("the State") to fund the following project(s):

MULTI PARK DEVELOPMENT PROJECT
Project #0717-14-056

WHEREAS, the State of New Jersey and City of Orange Township intend to increase Green Acres funding by \$1,000,000.00; and,

WHEREAS, the applicant is willing to use the State's funds in accordance with its rules, regulations and applicable statutes, and is willing to enter into an Amendment of the Agreement with the State for the above-mentioned project.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Orange Township as follows:

1. That the Mayor of the City of Orange Township be and is hereby authorized to execute an agreement and any amendment thereto with the State for the Multi Park Development Project; and,
2. That the applicant has its matching share of the project, if a match is required, in the amount of \$333,333.34; and
3. In the event the State's funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project; and
4. The applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and
5. That this resolution shall take effect immediately.

Adopted:

Joyce L. Lanier
City Clerk

Kerry J. Coley
Council President

CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF MATCH FUNDS

I, Joy Lascari, Chief Financial Officer for the City of Orange Township, do hereby certify to the best of my knowledge and belief that there will be sufficient match funds available in the following account(s) to support the acceptance of:

Grant offer requiring match funds:

Grant Name: State of New Jersey Dept. of Environmental Protection
Green Acres Programs for Multi Park Development
Project #0717-14-056
in the amount of \$ 1,000,000.00

Match Funds required 1/3 of grant offer \$ 333,333.34

Match funds that will be available:

Account Name: CDBG'17 Colgate Skate Park Facility \$ 225,400.00
Account Number: T-14-17-862-165-000

Account Name: CDBG'18 Amended Colgate Skate Park \$ 150,000.00
Account Number: pending approve resolution and chapter 159

TOTAL AVAILABLE MATCH FUNDS

\$ 375,400.00



Division Head

10/22/18
Date



Joy Lascari
Chief Financial Officer

10-22-18
Date

Prepared By: Cathy Elliott-Shaw
Cathy Elliott-Shaw

Green Acres Program
Department of Environmental Protection
(609) 984-0570

AMENDED GREEN ACRES PROJECT AGREEMENT

BETWEEN

THE STATE OF NEW JERSEY

BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

CITY OF ORANGE TOWNSHIP

ESSEX COUNTY

(Supersedes Green Acres Project Agreement dated March 17, 2016 and all subsequent Agreements and Amendments through March 8, 2018)

_____ Green Acres Copy

_____ Local Government Unit Copy

File No. 0717-14-056

Dated: _____

4/11/2016

**THE STATE OF NEW JERSEY
BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM**

AMENDED GREEN ACRES PROJECT AGREEMENT

BETWEEN the City of Orange Township, Essex County, having offices at 29 Day Street, Orange, NJ 07050, hereinafter "Local Government Unit", and

The State of New Jersey by the Department of Environmental Protection, Green Acres Program, Mail Code 501-01, P. O. Box 420, Trenton, New Jersey 08625-0420, hereinafter "State" (collectively the "Parties"),

WITNESSETH:

WHEREAS, the Local Government Unit has submitted an application to the State for financial assistance under the Green Acres Program; and

WHEREAS, the State has reviewed said application and has found it to be in conformance with the scope and intent of the Green Acres Program and has approved Local Government Unit's request and awarded funding ("Green Acres Funds"); and

WHEREAS, the Parties wish to execute this Amended Green Acres Project Agreement ("Project Agreement") to govern the Local Government Unit's use of Green Acres Funds; and

WHEREAS, the Local Government Unit has agreed to utilize the Green Acres Funds and to hold and use the premises hereinafter described in accordance with the Green Acres Laws; and

WHEREAS, the Local Government Unit has previously entered into a Green Acres Project Agreement awarding Green Acres Funds, dated March 17, 2016, that was subsequently amended on March 9, 2018 for a total Project Cost of \$3,433,333; and

WHEREAS, the State has not fully disbursed all previously awarded Green Acres Funds governed under the prior Green Acres Project Agreement; and

WHEREAS, the Parties seek to update the terms of the prior Green Acres Project Agreement and intend that this Project Agreement shall supersede and replace the prior Green Acres Project Agreements between the State and the Local Government Unit and that the Local Government Unit's use of all Green Acres Funds shall be governed exclusively and bound by this Project Agreement; and

NOW, THEREFORE, in consideration of the principles, assurances and premises contained herein, the Parties agree to perform in accordance with the provisions, terms and conditions set forth in this Project Agreement.

APPROVED PROJECT DESCRIPTION

LOCAL GOVERNMENT UNIT: City of Orange Township
PROJECT NUMBER: 0717-14-056
TYPE OF PROJECT: _____ Acquisition X Development
PROJECT TITLE: City of Orange Twp Multi-Park Development Project

APPROVED PROJECT SCOPE:

At Colgate Park, the City proposes to install a new skate park, playground, tee ball area, resurface the basketball courts, renovate the pool. At Ropes Playground, the City proposes to install new fencing, a spray park, lighting upgrades, walkways, playground equipment and field house improvements. At High and Alden Street Park, the City proposes to install a synthetic turf athletic field, concrete work, and security, decorative and sports lighting.

PROJECT LOCATION (a lot and block description of the premises to be acquired or developed):

Colgate Park: Block 2002, Lots 1 and 19
 Ropes Playground: Block 701, Lot 4
 Alden and High Street Park: Block 1203, Lots 21, 22, 23, 24, 25, 26, 27

ALLOCATION OF PROJECT COST:

Funds directly from Local Government Unit	\$1,333,333	
LOCAL SHARE		\$1,333,333
State Loan	\$0	
State Grant	\$2,100,000	
STATE SHARE		\$2,100,000
OTHER SHARE		\$0
ESTIMATED TOTAL COST FOR APPROVED PROJECT		\$3,433,333

State Funds Governed under this Project Agreement:

<u>Previous Project Agreement and Amendments (first obligation):</u>		<u>Grant:</u>	<u>Loan:</u>
P.L. 2015 C. 105	50% matching grant	\$245,000	\$0
<u>Previous Amendment (second obligation):</u>		<u>Grant:</u>	<u>Loan:</u>
P.L. 2015 C. 105	50% matching grant	\$855,000	\$0
<u>Current Project Agreement:</u>		<u>Grant:</u>	<u>Loan:</u>
P.L. 2017 C. 146	75% matching grant	\$1,000,000	
Total:		\$2,100,000	\$0

GENERAL PROVISIONS

1. GREEN ACRES LAWS INCORPORATED BY REFERENCE

The Local Government Unit shall only use Green Acres Funds under this Project Agreement in accordance with all Green Acres Bond Acts (P.L. 1961, c.46; P.L. 1971, c.165; P.L. 1974, c.102; P.L. 1978, c.118; P.L. 1983, c.354; P.L. 1987, c.265; P.L. 1989, c.183; P.L. 1992, c.88; P.L. 1995, c.204; P.L. 2007, c. 119; P.L. 2009, c. 117; and any State general obligation bond act that may be later approved for the purpose of providing funding for the acquisition or development of lands for recreation and conservation purposes); the Green Acres statutes (N.J.S.A. 13:8A-1 et seq., 13:8A-19 et seq., and 13:8A-35 et seq.); the Garden State Preservation Trust Act (P.L. 1999, c.152, codified at N.J.S.A. 13:8C-1 et seq.); the Green Acres rules (N.J.A.C. 7:36-1 et seq.) and any other law, statute, rule, regulation or ordinance governing the use of funding provided by or property acquired or developed in connection with the Green Acres Program (collectively the "Green Acres Laws").

The Green Acres Laws are hereby incorporated by reference into this Project Agreement, as if set forth fully herein, and are binding upon the Local Government Unit. The Local Government Unit expressly agrees to comply with all Green Acres Laws. The Local Government Unit's failure to comply with the Green Acres Laws shall be a material breach of this Project Agreement and the State shall have all remedies available to it under this Project Agreement or any applicable law.

2. PROJECT ADMINISTRATION

- a) In performing its responsibilities under this Project Agreement, the Local Government Unit and any contractor, subcontractor or other entity it might employ (collectively "subcontractors") shall comply with all local, state, and federal laws, rules, and regulations applicable to this Project Agreement, including but not limited to those listed below. The provisions of any such law, rule or regulation are hereby incorporated by reference as if set forth fully herein.

The Local Government Unit shall immediately advise the State if it determines that it has, at any time, discovered any information that it or any of its employees or subcontractors is in violation of any of the laws, rules or regulations applicable to this Project Agreement. Any such violation shall constitute a material breach of this Project Agreement and the State shall have all remedies available to it under this Project Agreement or any applicable law.

The Local Government Unit shall be responsible for compliance with the terms, conditions and requirements of this Project Agreement by itself and its subcontractors. The Local Government Unit 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 that may arise under or as a result of the subcontract.

- b) The Local Government Unit agrees to provide all funds in excess of the State share necessary for completion of the Approved Project and to complete the Approved Project in accordance with this Project Agreement.
- c) The Local Government Unit shall submit all development plans to the State for review and approval prior to advertisement for bids.
- d) The Local Government Unit shall award contracts and subcontracts for the Approved Project free from bribery, graft and other corrupt practices. The Local Government Unit shall bear the primary responsibility for the prevention, detection and cooperation in the prosecution of any such conduct. The Local Government Unit shall pursue available judicial and administrative remedies, and take appropriate remedial

action with respect to any allegations or evidence of such illegality or corrupt practices. The Local Government Unit shall notify the State immediately after such allegation or evidence comes to its attention, and shall periodically advise the State of the status and ultimate disposition of any such matter.

- e) The Local Government Unit shall award all project contracts in accordance with any applicable federal, state and local statutes, rules and/or ordinances, including but not limited to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and the rules and regulations adopted pursuant thereto, N.J.A.C. 5:34-1 et seq.
- f) Where applicable, the Local Government Unit and its subcontractors shall comply with the provisions of the Prevailing Wage Act, N.J.S.A. 34:11-56.25, et seq., the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48, et seq., the Worker and Community Right to Know Act, N.J.S.A. 34:5A-1, et seq., and the Buy American Act, N.J.S.A. 52:32-1, et seq. and N.J.S.A. 52:33-1, et seq. and the terms of each are incorporated by reference herein. The Local Government Unit warrants that neither it nor any of its subcontractors are suspended, debarred or otherwise on record in the Office of the Commissioner or Department of Labor or other department for failure to comply with any of the above-referenced laws. The Local Government Unit shall insert in every construction contract for work on the approved project a clause stating that the subcontractor may be debarred, suspended or disqualified from contracting with the State if the subcontractor violated any of the above-referenced statutes.
- g) The Local Government Unit and its subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-2000d-4); the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 through 10:2-4; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; and the rules and regulations promulgated pursuant thereto.
- h) The Local Government Unit and its subcontractors shall comply with the provisions of N.J.S.A. 52:32-4 et seq., and the rules and regulations promulgated pursuant thereto, as well as the provisions set forth in the Uniform Construction Code at N.J.A.C. 5:23-7.1 et seq., regarding facilities for the handicapped.
- i) The Local Government Unit shall construct a sign designed to State specifications, which shall be erected and maintained by the Local Government Unit during construction of the Approved Project. Upon completion of the Approved Project, the State will provide a permanent sign, which shall be erected and maintained by Local Government Unit in a publicly visible location at the Approved Project site.
- j) The Local Government Unit shall maintain and preserve all lands and improvements described herein or any other property subject to Green Acres Laws and provide such police protection as may be required.
- k) The Local Government Unit warrants that neither it nor its subcontractors will engage in any conduct that is or could be considered a conflict of interest under the act codified at N.J.S.A. 52:13D-12 et seq., the New Jersey Conflicts of Interest Law, and the act codified at N.J.S.A. 40A:9-22.1 et seq., the Local Government Ethics Law. The Local Government Unit further warrants that no person or selling agency has been employed or retained to solicit or secure this Project Agreement in violation of N.J.S.A. 52:34-15 and that neither it, nor its subcontractors has made, and knows of no payments or gratuities made in violation of N.J.S.A. 52:34-19.
- l) The Local Government Unit warrants that it and its subcontractors will obtain and maintain, during the term of this Project 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 Project Agreement. The Local Government Unit 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 Project Agreement.

- m) For an acquisition project, within six months of acquiring the project site, the Local Government Unit shall inspect the project site for the presence of structures that are or may be historic properties. An "historic property" means any area, building, facility, property, site, or structure approved for inclusion, or that meets the criteria for inclusion, in the New Jersey Register of Historic Places pursuant to N.J.S.A. 13:1B-15.128 et seq. Within 60 days of such inspection, the Local Government Unit must provide written documentation pursuant to N.J.A.C. 7:36-4.4(b).
- n) The Local Government Unit shall report in writing to the Attorney General and the Executive Commission on Ethical Standards, the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.
- o) The Local Government Unit and its subcontractors shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- p) If any subcontractor utilized under this Project Agreement is a business organization, as defined by N.J.S.A. 52:32-44, the Local Government Unit shall, upon request, provide to the State, on behalf of any subcontractor, a business registration certificate issued by the Division of Revenue in the Department of the Treasury or such other form of verification or proof of registration as may be approved by the Division that the subcontractor is registered with the Department of the Treasury. Where necessary, the Local Government Unit shall not retain a subcontractor before valid proof of business registration is provided. Any subcontractor utilized under this contract, and each of their affiliates, as defined by N.J.S.A. 52:32-44, shall for the term of this Project Agreement collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L.1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
- q) By execution of this Project Agreement, the Local Government Unit certifies that it shall ensure that any subcontractor utilized under this Project Agreement is not identified on the Department of the Treasury's list of persons or entities engaging in investment activities in Iran as described in N.J.S.A. 52:32-55, et seq.
- r) By execution of this Project Agreement, the Local Government Unit certifies that it shall ensure that any subcontractor utilized under this Project Agreement is in full compliance with the McBride Principles, N.J.S.A. 52:34-12.2.
- s) Pursuant to N.J.S.A. 52:34-13.2, all services performed under the Project Agreement or any subcontract awarded under the Project Agreement shall be performed within the United States.
- t) The Local Government Unit warrants that it and its subcontractors are and will remain, in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts), if applicable.

3. **DISBURSEMENTS**

The Local Government Unit shall only make disbursements of Green Acres Funds for costs allowable under the Green Acres Laws ("Allowable Costs").

- a) Allowable Costs for acquisition projects may include real estate appraisals, preliminary assessments, land surveys, relocation payments, eligible land cost, building demolition costs, and such incidental costs as provided for under N.J.A.C. 7:36-4.10.
- b) Allowable Costs for development projects may include preliminary planning and engineering; engineering plans and specifications; supervision and inspection; construction costs; permit fees; equipment required to

make a facility operational; incidental costs as provided for under N.J.A.C. 7:36-10.6, such as legal and advertising fees; and ancillary improvements as further described in the Approved Project Scope.

- c) State funds may be disbursed to the Local Government Unit in amounts required to pay for incurred or anticipated Allowable Costs. The Local Government Unit shall provide documentation satisfactory to the State certifying that the Allowable Costs have or will be incurred.
- d) In those instances where Green Acres Program funding is greater than the actual Allowable Costs incurred by the Local Government Unit, the State may reduce the amount of Green Acres Funds awarded to reflect actual expenditures.

4. **FINANCIAL RECORDS AND AUDITING REQUIREMENTS**

- a) All financial records of the Local Government Unit and its subcontractors shall conform to generally accepted accounting principles.
- b) The Local Government Unit shall maintain separate records for each project, including the amount, receipt, and disposition of all funding received for the project, including Green Acres loans and matching grants, and contributions, gifts, or donations from any other sources.
- c) The Local Government Unit and its subcontractors shall provide State personnel and its authorized representatives with reasonable access to all facilities and premises, and shall provide access to all records, books, documents and papers pertaining to this Project Agreement and/or the Approved Project for audit, examination, and copying purposes. Such access shall apply during the performance of the Approved Project and for seven years after the later of either final payment or audit resolution. The Local Government Unit shall cite this provision in all project-related contracts.
- d) The Local Government Unit shall conduct annual audits in conformance with the Single Audit Act, Federal OMB Circular A-133: "Audits of States, Local Governments, and Non-Profit Organizations", and State OMB Circular 04-04-OMB: "Single Audit Policy for Recipients of Federal Grants, State Grants, and State Aid".
- e) The Local Government Unit's account or final payment will be adjusted, if necessary, upon the State's review of the annual audit reports.
- f) The Local Government Unit shall retain financial records, supporting documents, statistical records, and all other records in the Local Government Unit's financial management system or otherwise pertinent to this Project Agreement: (1) for a period of seven (7) years from the end of the Project Period, or (2) for such longer period as any applicable State or federal statute may require, with the following qualifications: (i) If any litigation, claim, or audit is started before the end of the seven-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved; and (ii) Records for nonexpendable property acquired with Green Acres Funds shall be retained for seven (7) years after its final disposition.

The State may request transfer of certain records to its custody from the Local Government Unit when it determines that the records possess long-term retention value and will make arrangements with the Local Government Unit to retain any records that are continuously needed for joint use.

- g) The Local Government Unit's failure to maintain adequate records under this section shall be a material breach of this Project Agreement.

5. **LAND USE RESTRICTIONS**

- a) A Local Government Unit that receives Green Acres funding shall not convey, dispose of, or divert to a use for other than recreation and conservation purposes any lands held by the Local Government Unit for those purposes at the time of receipt of Green Acres funding unless the Local Government Unit obtains prior approval from the Commissioner and the State House Commission. (See N.J.A.C. 7:36-26; N.J.S.A. 13:8A-47(b); and N.J.S.A. 52:20-1.)

For a development project, "Time of receipt of Green Acres funding" shall mean the period from the earlier of the dates listed at 1 and 2 below until the date of the first transmittal of Green Acres funding. For an acquisition project, "Time of receipt of Green Acres funding" shall mean the period from the earlier of the dates listed at 1 and 2 below until the date of the first transmittal of Green Acres funding for each parcel acquired as part of the project:

1. The date of the letter from the Department notifying the Local Government Unit of the amount of the Green Acres Funds; or
2. The date of the at-risk authorization provided by Green Acres under N.J.A.C. 7:36-6.3 or N.J.A.C. 7:36-12.3.

- b) The Local Government Unit agrees to execute and record a separate Declaration, which shall inventory and encumber all lands that it holds for recreation and conservation purposes. Such Declaration shall be prepared by the Local Government Unit on forms provided by the Green Acres Program, and shall incorporate by reference this Project Agreement, the Green Acres Laws, and N.J.S.A. 13:8A-1 et seq., and shall contain all other information required by the Green Acres Program. It is to be recorded for the purpose of providing constructive notice of pertinent land use restrictions. Omission of lands from this instrument or the failure of the instrument to provide actual or constructive notice shall not in any way relieve affected lands from such use restrictions.

- c) For each parcel of land in which any interest is acquired under this Project Agreement, the Local Government Unit shall record a deed containing the following clause:

"The lands being conveyed herein are being purchased with Green Acres funding and are subject to Green Acres restrictions as provided at N.J.S.A. 13:8C-1 et seq. and N.J.A.C. 7:36-1 et seq., as may be amended and supplemented, and the grantee herein agrees to accept these lands with the Green Acres restrictions, including restrictions against disposal or diversion to a use for other than recreation and conservation purposes."

6. INDEMNIFICATION

The Local Government Unit assumes all risk and responsibility for, and hereby agrees to indemnify, defend and save harmless the State of New Jersey, and its agents, officials, and employees from and against any and all damages, claims, demands, liability, judgments, losses, expenses, or costs arising or claimed to arise from, or in connection with this Project Agreement, the project, the ownership of the project site, or resulting from acts or omissions of the Local Government Unit, its employees, agents, contractors or subcontractors. The Local Government Unit shall also, at its own expense, appear, defend and pay all reasonable charges for attorney's fees and all reasonable costs and other expenses arising from and incurred in connection with such claims. The Local Government Unit shall immediately notify the State of any damage or claim for which it or the State might be liable pursuant to this Project Agreement. The Local Government Unit's liability shall be limited to acts or occurrences arising during its period of ownership or other rights in the property. However, its duty to indemnify for such acts and omissions shall continue after the termination or expiration of this Project Agreement, and shall survive transfer of title.

This duty to indemnify shall continue in full force and effect after the termination or expiration of this Project Agreement.

The Local Government Unit shall include, or cause to be included a provision in all contracts executed for the purpose of carrying out the approved project, a requirement that the subcontractors provide the State with indemnification protection at least as broad as set forth in this section.

7. REMEDIES

- a) In addition to any other rights or remedies available to the State under law, if the Local Government Unit does not comply with any of the requirements of this Project Agreement, the Green Acres Laws, or any other applicable law, rule or regulation or if the Local Government Unit makes any material misrepresentation in the project application and/or the documentation submitted in support of the project application, the State may take any of the following actions as set forth in N.J.A.C. 7:36-9.1 or N.J.A.C. 7:36-14.1:
 - 1. Issue a written notice of noncompliance directing the Local Government Unit to take and complete corrective action within 30 days of receipt of the notice. If the Local Government Unit does not take corrective action, or if the corrective action taken is not adequate in the judgment of the State, then the State may take any of the actions described at 2 through 4 and (b) below;
 - 2. Withhold a matching grant or loan disbursement or portion thereof;
 - 3. Terminate the Project Agreement; and/or
 - 4. Demand immediate repayment of all Green Acres Funds that the Local Government Unit has received.
- (b) If the Local Government Unit fails to comply with any of the terms of the Project Agreement, the Green Acres Laws or any other applicable law, rule or regulation, the State may initiate suit for injunctive relief or to seek specific enforcement, without posting bond, it being acknowledged by the Parties that any actual or threatened failure to comply will cause irreparable harm to the State and that money damages will not provide an adequate remedy.
- (c) If the State incurs legal or other expenses, including its own personnel expenses, for the collection of payments due or in the enforcement or performance of any of the Local Government Unit's obligations under the Project Agreement, the Green Acres Laws or any other applicable law, rule or regulation, the Local Government Unit shall pay these expenses on demand by the State.
- (d) The Local Government Unit expressly agrees that the State is not required to mitigate any damages to the Local Government Unit resulting from the Local Government Unit's noncompliance with the terms of the Project Agreement or the Green Acres Laws.

8. TERMINATION

- a) The Local Government Unit may unilaterally rescind this Project Agreement at any time prior to the Local Government Unit's initial acceptance of the Green Acres Funds, whether partial or in full, under this Project Agreement. After accepting any payment, the Local Government Unit may not terminate, modify or rescind this Project Agreement without the express written approval of the State.

- b) The State may terminate this Project Agreement at any time if any representation or warranty made herein or in any certifications, reports, plans, financial statements or other information furnished by the Local Government Unit in connection with this Project Agreement shall prove to be false or misleading.

9. MODIFICATION OF PROJECT AGREEMENT

Modifications to the Approved Project Scope and/or Project Location, which do not increase the cost of the Approved Project and do not require additional legislative approval pursuant to N.J.S.A. 13:8C-23, may be made at the sole discretion of the Green Acres Program. Such modifications shall be requested in writing by the Local Government Unit's Chief Executive Officer, or designee, and must be approved in writing by the Green Acres Program. All approved Project Agreement modifications shall be attached to this Project Agreement.

All other modifications of this Project Agreement must be by formal written amendment executed by the Commissioner of the New Jersey Department of Environmental Protection or Commissioner's designee.

10. PROJECT PERIOD

The project period shall begin on the earliest of the following dates: (1) The date of the letter from the State notifying the Local Government Unit of the amount of the Green Acres Funds; (2) The date of the at-risk authorization provided by the Green Acres Program under N.J.A.C. 7:36-3 or N.J.A.C. 7:36-12.3; or (3) The date on which the Local Government Unit first incurred allowable project costs under N.J.A.C. 7:36-4.10 or N.J.A.C. 7:36-10.6; and shall terminate two years from the date this Project Agreement is executed by the last required signatory for the State (unless extended under N.J.A.C. 7:36-9.1(h) or N.J.A.C. 7:36-14.1(h)).

11. OPTIONAL PROVISIONS IMMEDIATELY FOLLOWING ATTACHED

- | | | |
|--|---|--|
| Schedule A: Loan Terms and Conditions (Loan Projects Only) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Schedule B: Special Conditions | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |

12. ATTACHMENT

- Exhibit 1: Declaration of Encumbrance

13. **MISCELLANEOUS**

- a) This Project Agreement constitutes the entire agreement and supersedes all prior agreements and understandings both written and oral between the Parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- b) In the event any provision of this Project Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- c) In the event that any provision of this Project Agreement should be breached by the Local Government Unit and thereafter waived by the State, such waiver shall be limited to the particular breach so waived by the State and shall not be deemed to waive any other breach by the Local Government Unit.
- d) This Project Agreement shall not be assigned without the prior written consent of the State.
- e) This Project Agreement shall be construed and enforced under the laws of the State of New Jersey.
- f) In the event of litigation, the Local Government Unit waives whatever right it may have to trial by jury.
- g) Any affirmative obligation of the Local Government Unit shall survive this Project Agreement.
- h) By the signatures below, the Parties execute this Project Agreement and confirm that they are mutually bound and fully authorized and empowered to enter into and bind their organization to all obligations under this Project Agreement.
- i) Consistent with the Contractual Liability Act, N.J.S.A. 59:13-1 et seq., unless otherwise provided in this Project Agreement, all claims, counterclaims, disputes, and other matters in question between the State and the Local Government Unit arising out of, or relating to, this Project 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.
- j) Captions and headings used in this Project Agreement are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.
- k) This Project Agreement shall not create in any individual or entity the status of a third-party beneficiary and nothing in this Project Agreement shall be construed to create such status. The rights, duties and obligations contained herein shall operate only between the Parties and shall inure solely to the benefit of the Parties. The provisions of this Project Agreement are intended only to assist the Parties in determining and performing the obligations set forth herein and the Parties expressly agree that only they shall have any legal or equitable right to seek enforcement of this Project Agreement, seek any remedy arising out of performance or failure to perform by one of the Parties, or bring any action for breach of this Project Agreement.

SCHEDULE A

Loan Terms and Conditions
(Loan Projects Only)

N/A

() Page(s)

SCHEDULE B

Special Conditions

The Recreation and Open Space Inventory (ROSI) attached as part of the Declaration of Encumbrance is under review and revision by the Green Acres Program and the Local Government Unit. The Green Acres Program will not release any funding to the Local Government Unit for this project until the ROSI is accepted by the Green Acres Program.

() Page(s)

SIGNATURES

LOCAL GOVERNMENT UNIT ATTORNEY

**LOCAL GOVERNMENT UNIT CHIEF
EXECUTIVE OFFICER**

Reviewed and approved

on _____, 20

By: _____

(signature)

(signature)

(print name and title)

Date: _____

(print name)

ATTACH AUTHORIZING RESOLUTION

REVIEWED AND APPROVED AS TO FORM:

**STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL
PROTECTION**

Gurbir S. Grewal
Attorney General of New Jersey

By: _____

By: _____


Deputy Attorney General

Martha Sullivan Sapp,
Assistant Commissioner for Natural and
Historic Resources

Date: _____

Exhibit 1

Declaration of Encumbrance

DECLARATION OF ENCUMBRANCE

CITY OF ORANGE TOWNSHIP
Essex County

TO

THE STATE OF NEW JERSEY
Department of Environmental Protection

Record and return to:

Department of Environmental Protection
Green Acres Program Mail Code 501-01
P. O. Box 420
Trenton, New Jersey 08625-0420

Attention: Cathy Elliott-Shaw

Prepared by: _____
Cathy Elliott-Shaw

11/28/2012

DECLARATION OF ENCUMBRANCE

This Declaration of Encumbrance is made this _____ day of _____, 20__, by the City of Orange Township, Essex County, ("Local Government Unit"), whose mailing address is 29 North Day Street, Orange, NJ 07050.

The Local Government Unit makes this Declaration in consideration of the State of New Jersey, Department of Environmental Protection, Green Acres Program's agreement to provide funding in connection with:

City of Orange Twp Multi-Park Development Project
Project # 0717-14-056
As approved on June 24, 2015

The attached exhibit to this Declaration is labeled "Recreation and Open Space Inventory," comprising _____ pages. This exhibit is incorporated into, and forms a part of this Declaration.

The Local Government Unit represents and warrants (a) that all lands described in the exhibit attached to this Declaration are held by it for recreation and conservation purposes, and (b) in accordance with the Green Acres Laws, covenants, agrees, and declares that all lands described on the exhibit attached to this Declaration are subject to the covenants, restrictions, and conditions described in the Green Acres Laws, and further agrees that:

1. The Local Government Unit shall not dispose of or divert to a use for other than recreation and conservation purposes any lands described in the exhibit attached to this Declaration without the approval of the Commissioner and State House Commission.
2. Should lands held by the Local Government Unit for recreation or conservation purposes be, by mistake or inadvertence, omitted from the exhibit attached to this Declaration, such lands shall be subject to the terms and conditions of this Declaration to the same extent as though they had been included.

**LOCAL GOVERNMENT UNIT
UNIT ATTORNEY**

**LOCAL GOVERNMENT UNIT CHIEF
EXECUTIVE OFFICER**

Reviewed and approved

on _____, 20____ By: _____
(signature)

(signature)

(print name and title)

(print name)

Date: _____

STATE OF NEW JERSEY)
)
COUNTY OF ESSEX)

ss

I CERTIFY that on _____, _____ personally came before me,
(date) (official designated above)
_____, and stated to my satisfaction that he / she is the individual who
(Clerk)
signed this Declaration and that he / she

- a. is authorized to execute this Declaration, and
- b. executed this Declaration as his/her own act, and as the act of the

_____ represented by him/her as
(Local Government Unit)

(official's title)

Clerk (signature)

(print name and title)

**EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY**

The Recreation and Open Space Inventory (ROSI) is a document compiled by a local government unit as a master list of its Green Acres-restricted lands (known as "parkland" under the Green Acres rules *N.J.A.C. 7:36*). Lands that are subject to Green Acres restrictions cannot be disposed of, or diverted to a use other than recreation or conservation purposes, without the approval of the DEP Commissioner and the State House Commission. The Declaration of Encumbrance, including the ROSI, is recorded with the appropriate county clerk as a condition of the Green Acres funding contract in order to provide notice of the Green Acres restrictions on these lands to title searchers and the general public.

LANDS THAT SHOULD BE LISTED ON THE ROSI

Green Acres-restricted lands fall into two categories: funded parkland (lands included in the acquisition or park development projects funded by the Green Acres Program) and unfunded parkland (other lands held by the local government unit for recreation or conservation purposes at the time it received Green Acres funding). All funded and unfunded parkland parcels must be listed on the ROSI.

Lands owned by school boards, parking authorities, housing authorities, and similar public agencies without primary recreation or conservation responsibilities should not be inventoried unless they are also held for recreation and conservation purposes by the Local Government Unit. (e.g., through a lease, easement, use agreement or other agreement to which the Local Government Unit is a grantee.)

The ROSI should be compiled by a staff person who is knowledgeable about the local government unit's land holdings, uses of the land holdings and local land use regulations. The Local Government Units' planning board, environmental commission and other boards or commissions are encouraged to participate in the preparation and review of the ROSI.

The ROSI form is divided into three sections: Page 4, for land held in fee simple for recreation and conservation purposes; Page 5, for land held under a conservation restriction; and Page 6, for leases or use agreements held by the Local Government Unit for recreation and conservation purposes. Please review the Sample ROSI Sheets tab before completing the ROSI.

WHEN PREPARING AND SUBMITTING THE ROSI, please take note of the following:

The page number and the total number of pages in the completed ROSI must be entered at the top right corner of each page. **All pages, excluding the Sample ROSI Sheet, must be submitted.** Facility Names should be typed in all capital letters when filling out the three sections. All fields in each section should be filled in - including the acreage for each individual lot (do not submit the total acreage for the park). If there have been block and lot changes (consolidation / renumbering) since the last ROSI submission, please complete the last page of this document.

ROSI TAX MAPS

As an attachment to the ROSI, the local government unit should submit a copy of each appropriate municipal tax map (current as of the date of the Green Acres application) showing the parcels of parkland listed on the ROSI, with the approximate boundaries of each parcel clearly marked in colored ink. (See *N.J.A.C. 7:36-6.4(a)3ii* or *12.4(a)4ii*). If only a portion of a current tax lot is encumbered, the Green Acres-encumbered portion of the parcel should be clearly delineated, to scale, on the tax map. The Green Acres Program encourages local government units with Geographic Information System ("GIS") capability to utilize aerial maps (overlaid with digitized tax map lines) instead of photocopies of the tax map. If aerial maps are used, the local government unit should submit paper copies of the GIS-based maps to the Green Acres Program and should include with its submission a disk containing the mapping information in a **shapefile** format.

Form Specific Instructions

For parcels held in fee simple or in conservation restriction (easement), please provide the following: (1) location (as listed in the municipality's tax records), (2) name of park/facility, (3) block and lot identification numbers as shown on the current, official tax map, (4) the acreage for each individual lot, (5) whether the interest held by the local government unit for recreation or conservation covers the full or only a portion of the tax lot, (6) if partial lots are involved, the Green Acres encumbered acreage, (7) if the property is co-owned with other partners, (8) a notation of whether the property is subject to a conservation easement funded by the Environmental Infrastructure Funding Program (EIFP), and (9) a notation about whether the parcel is funded or unfunded parkland.

For parcels held through a lease or use agreement, please provide the following: (1) location (as listed in the municipality's tax records), (2) name of park/facility, (3) block and lot identification numbers as shown on the current, official tax map, (4) the acreage for each individual lot, (5) whether the interest held by the local government unit for recreation or conservation covers the full or only a portion of the tax lot, (6) if partial lots are involved, the Green Acres encumbered acreage, (7) the expiration date for the lease or use agreement, (8) the name of the underlying landowner, and (9) a notation about whether any of the recreation and conservation facilities on the encumbered property were funded by Green Acres or whether the leasehold interest is considered unfunded parkland.

Page 2 of _____

Certification

If the local government unit is a municipality, the completed ROSI must be reviewed and duly executed and certified by the chief executive officer and the planning board chairperson. If the local unit is a county, the completed ROSI must be reviewed and duly executed and certified by the chief executive officer and one of the following: the parks director, or the director of the open space program. (See N.J.A.C. 7:36-6.5(a)2) *If the Local Unit's form of government does not allow for the Mayor to sign without a resolution from the governing body, please include the number and date of the resolution along with a copy of the passed resolution.*

Special Notes

1. This ROSI, as completed and duly executed, shall be incorporated into both (1) the Green Acres Project Agreement and (2) the Declaration of Encumbrance.
2. The Local Government Units' governing body and planning board should designate, with appropriate descriptive labels, all lands listed on this ROSI in any revision or update of the following master plan elements: recreation plan, conservation plan, and land use plan. However, failure to do so shall have no effect on the validity of the ROSI.
3. If lands held by the Local Government Unit for recreation and conservation purposes are omitted from the ROSI by mistake, inadvertence, or otherwise, such lands shall be subject to the same terms and conditions, covenants, and restrictions as they would be if they were included. Deletion or omission of lands listed on previously submitted ROSI's is prohibited without prior written approval of the Green Acres Program, and may require a public hearing. See N.J.A.C. 7:36-25.3.

Please check the Green Acres web site at <http://www.nj.gov/dep/greenacres/pdflaunch.html> for an updated version of this ROSI form prior to completion.

All pages of the ROSI must be electronically submitted with the completed original Certification page (page 7) mailed to the Project Manager's attention. Only pages 1 through 3, page 7, and those pages containing property information need to be included in the Declaration of Encumbrance that is sent for recording.

Page 3 of _____

RECREATION AND OPEN SPACE INVENTORY

Definitions (as found at N.J.A.C. 7:36-2)

For the purposes of this ROSI, the following definitions shall apply whenever a form of the word is used:

"Conservation restriction": an interest in land less than fee simple, stated in the form of a right, restriction, easement, covenant, or condition, in any deed, will, or other instrument, other than a lease, executed by or on behalf of the owner of the land, appropriate to retaining land or water areas predominantly in their natural, scenic, open, or wooded condition; appropriate for conservation of soil or wildlife; appropriate for outdoor recreation or park use; or appropriate as suitable habitat for flora or fauna. Often known as a "Conservation Easement".

"Declaration": the recordable, written instrument executed by a local government unit that declares that all of the local government unit's funded and unfunded parklands are subject to the Green Acres restrictions. Such written instrument shall include the local government unit's Recreation and Open Space Inventory and is a component of the Project Agreement.

"Development": any improvement to a land or water area of a parkland that is designed to expand or enhance its utilization for outdoor recreation and conservation purposes, and shall include the construction, renovation, or repair of any such improvement, but shall not mean shore protection or beach renourishment or replenishment activities, except as provided at N.J.A.C. 7:36-10.3(a)5 and 21.3(a)5. This term may include any of the following types of ancillary improvements to a parkland: roadways, parking, landscaping, fencing, lighting, utilities, structures, and any other improvement that expands or enhances the use of parkland for outdoor recreation and conservation purposes.

"Fee simple": absolute ownership in land, unencumbered by any other interest or estate.

"Funded parkland": parkland that a local government unit has acquired or developed with Green Acres funding.

"Held," when used in the ROSI with reference to land: owned, leased, or otherwise controlled for recreation/conservation purposes.

"Historic preservation restriction": an interest in land less than fee simple, stated in the form of a right, restriction, easement, covenant, or condition, in any deed, will or other instrument, other than a lease, executed by or on behalf of the owner of the land, appropriate to preserving a structure or site that is historically significant for its architecture, archaeology or associations.

"Land" or "Lands": real property, including any improvement, right-of-way, water, riparian and other rights, easements, privileges, and any other rights or interests in, relating to, or connected with real property.

"Local government unit": a county, municipality, or other political subdivision of the State, or any agency, authority, or other entity thereof the primary purpose of which is to administer, protect, acquire, develop, or maintain lands for recreation and conservation purposes.

"Parkland": land acquired, developed, and/or used for recreation and conservation purposes, including funded and unfunded parkland.

"Recreation and conservation purposes": the use of lands for beaches, biological or ecological study, boating, camping, fishing, forests, greenways, hunting, natural areas, parks, playgrounds, protecting historic properties, water reserves, watershed protection, wildlife preserves, active sports, or a similar use for either public outdoor recreation or conservation of natural resources, or both, pursuant to the Green Acres laws. This term includes the use of historic areas pursuant to P.L. 1974, c.102; P.L. 1978, c.118; P.L. 1983, c.354; P.L. 1987, c.265; P.L. 1989, c.183; P.L. 1992, c.88; and P.L. 1995, c.204; and the use of historic buildings and structures pursuant to P.L. 1992, c.88, and P.L. 1995, c.204.

"Recreation and Open Space Inventory" or "ROSI": the listing of all of a local government unit's funded and unfunded parkland, including a description sufficient to identify each such parcel.

"Time of receipt of Green Acres funding": for a development project, the period from the earlier of the dates listed at 1 and 2 below until the date of the first transmittal of Green Acres funding. For an acquisition project, this term shall mean the period from the earlier of the dates listed at 1 and 2 below until the date of the first transmittal of Green Acres funding for each parcel acquired as part of the project:

1. The date of the letter from the Department notifying the local government unit of the Green Acres funding award; or
2. The date of the at-risk authorization provided by Green Acres under N.J.A.C. 7:36-6.3 or 12.3.

"Unfunded parkland": parkland, other than funded parkland, that is held by a local government unit for recreation and conservation purposes at the time of receipt of Green Acres funding.

Legislative & Regulatory References

Green Acres enabling legislation: *N.J.S.A. 13:8A-1 et seq.*; *N.J.S.A. 13:8A-19 et seq.*; *N.J.S.A. 8:A-35 et seq.*, *N.J.S.A. 13:8C-1 et seq.*; Green Acres Rules: *N.J.A.C. 7:36*; Federal Land and Water Conservation Fund Act, 16 *U.S.C. s. 460*; and New Jersey Conservation Restriction and Historic Preservation Restriction Act *N.J.S.A. 13:8B-1 et seq.*

Questions? Please call (609) 984-0631

revised 12/11/2013

All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the local government unit. The official map used for this ROSI is named the Official Tax Map and is dated April, 2010. Please refer to page 1 of this document for more detailed instructions.

Lands Held in Fee Simple for Recreation and Conservation Purposes

(Use Page 4A as necessary for additional lands)

Map Key	Municipal Location per Tax Records	Name of Park/Facility	Block No.	Lot No.	Total Lot Acres	Partial Lot? (Y/N) Note 1	GA Encumbered Acres Note 2	Co. Owned? (Y/N) Note 3	Green Acres Funded? (E/U) Note 4	EIFP Funded? (Y/N) Note 5	Notes
1	City of Orange Township	Metcalf Park	6208	2	0.07	N	4.07	N			
2	City of Orange Township	Central Playground	3701	1	4.83	N	4.83	N			
3	City of Orange Township	Colgate Park	2002	1, 19	1.84	N	1.84	N	F		
4	City of Orange Township	Ropes Playground	701	4	0.50	N	0.50	N			
5	City of Orange Township	Bell Stadium	2503	26	3.35	N	3.35	N			
6	City of Orange Township	Alden Street Park	1006	2	0.26	N	0.26	N			
7	City of Orange Township	Military Commons Park	NA	NA	0.50	N	0.50	N	U		
8	City of Orange Township	Valley Street Park	5006	1	0.21	N	0.21	N			
9	City of Orange Township	Alden Park 2	1203	2	0.42	Y	0.42	N	U		
10	City of Orange Township	Alden Park 2	1203	21	0.25	N	0.25	N	F		
11	City of Orange Township	Alden Park 2	1203	22	0.36	N	0.36	N	F		
12	City of Orange Township	Alden Park 2	1203	23	0.25	N	0.25	N	F		
13	City of Orange Township	Alden Park 2	1203	24	0.23	N	0.23	N	F		
14	City of Orange Township	Alden Park 2	1203	25	0.38	N	0.38	N	F		
15	City of Orange Township	Alden Park 2	1203	26	0.31	N	0.31	N	F		
16	City of Orange Township	Alden Park 2	1203	27	0.20	N	0.20	N	F		
* Including White Street vacation											

Total of all fee simple Green Acres-encumbered acres on this page only: **18.58**

Total of all fee simple Green Acres-encumbered acres from all pages of this ROSI: **18.58**

Total of all Green Acres-encumbered acres from all pages of this ROSI: **18.58**

Note 1: For properties partially held for recreation/conservation (e.g. municipal complex), please supply a survey or tax map with the park boundaries to scale, showing the recreation/conservation area.
 Note 2: For entire properties, please supply acreage of entire property. For partial lots, please provide the recreation/conservation acreage only.
 Note 3: Does any other entity have an undivided interest in this property? List co-owner in Notes column.
 Note 4: F = Funded by Green Acres; U = Unfunded (i.e., no Green Acres funding utilized)
 Note 5: Were Environmental Infrastructure Trust Program funds used to acquire all or part of this property?

Local Unit: City of Orange Township

County: Essex

Essex

All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the local government unit. The official map used for this ROSI is named the Official Tax Map and is dated April, 2010. Please refer to page 1 of this document for more detailed instructions.

Lands Held in Fee Simple for Recreation and Conservation Purposes

Map Key	Municipal/Location per Tax Records	Name of Park/Facility	Block No.	Lot No.	Total Lot Acres	Partial Lot (Y/N) Note 1	GA Encumbered Acres Note 2	Co-Ownership (Y/N) Note 3	Green Acres Funded (Y/N) Note 4	EIFP Funded (Y/N) Note 5	Notes

Total of all fee simple Green Acres-encumbered acres on this page only: [REDACTED]
see page 4 for description of Notes 1 through 5

Local Unit: City of Orange Township

County: Essex

All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the local government unit. The official map used for this ROSI is named the Official Tax Map and is dated April, 2010. Please refer to page 1 of this document for more detailed instructions.

Lands Held under Conservation Restriction for Recreation and Conservation Purposes

(Use Page 5A for additional lands)

Map Key	Municipal Location per Tax Records	Name of Park/Facility	Block No.	Lot No.	Total Lot Acres	Partial Lot? (Y/N) Note 1	GA Encumbered Acres Note 2	Co-Owners? (Y/N) Note 3	Green Acres? Funded? (F/U) Note 4	Notes
A.	Millburn Township	Orange Reservoir	162	2	55.15	N	55.15			leased to Essex County
B.	Millburn Township	Orange Reservoir	163	1	44.76	N	44.76			leased to Essex County
C.										
D.										
E.										
F.										
G.										
H.										
I.										
J.										
K.										
L.										
M.										
N.										
O.										
P.										

Total of all conservation easement Green Acres-encumbered acres on this page only: **99.91**
 Total of all conservation easement Green Acres-encumbered acres from all pages of this ROSI: **99.91**

Note 1: For properties partially held for recreation/conservation (e.g. municipal complex), please supply a survey or tax map with the park boundaries to scale, showing the area held for recreation/conservation purposes.
 Note 2: For entire properties, please supply acreage of entire property. For partial lots, please provide the recreation/conservation acreage only.
 Note 3: Does any other entity have an undivided interest in this property? List co-owner in Notes column.
 Note 4: F = Funded by Green Acres; U = Unfunded (i.e., no Green Acres funding utilized)

Local Unit: City of Orange Township

County: Essex

All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the local government unit. The official map used for this ROSI is named the Official Tax Map and is dated April, 2010. Please refer to page 1 of this document for more detailed instructions.

Lands Held through a Lease or Use Agreement for Recreation and Conservation Purposes

Map Key	Municipal/Location per Tax Records	Name of Park / Facility	Block No.	Lot No.	Total Lot Acres	Lease/Includes Entire Property? (Y/N) (Note 1)	GA Encumbered Acres (Note 2)	Lease/Use Agreement Expiration Date	Underlying Landowner	Green Acres Funded? (F/U) (Note 3)	Notes
I.	N/A										
II.											
III.											
IV.											
V.											
VI.											
VII.											
VIII.											
IX.											
X.											
XI.											
XII.											
XIII.											
XIV.											
XV.											
XVI.											
XVII.											
XVIII.											
XIX.											
XX.											

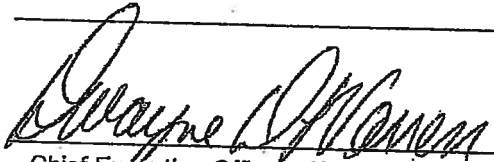
Total of all leased Green Acres-encumbered acres: -

Note 1: For properties that are only partially held for recreation/conservation, please supply a survey or tax map with the park boundaries to scale, showing the area held for recreation/conservation purposes.
 Note 2: For entire properties, please supply acreage of entire property. For partial lots, please provide the recreation/conservation acreage only.
 Note 3: F = Funded by Green Acres; U = Unfunded (i.e., no Green Acres funding utilized)

CERTIFICATION:

I HEREBY CERTIFY that this Recreation and Open Space Inventory, comprising 6 total pages, is a complete and accurate listing of all lands held by the Local Government Unit, as of this 29th day of July, 2014, for recreation and conservation purposes at the time of receipt of Green Acres funding.

This ROSI is being submitted to Green Acres as part of project number: _____ and entitled: 2014 Multi Park Development Project


Chief Executive Officer of Local Government Unit

Date: 7/29/14


Planning Board Chairperson (or equivalent)

Date: 7/30/14

This Certification is to be signed only on this page, Page 7, of the Recreation and Open Space Inventory.

If required by local ordinance, number and date of governing body resolution authorizing Mayor to sign the ROSI:

Resolution Number _____

Date of Resolution _____

(Resoultion attached)

Green Acres Bank Account Information Form

A project sponsor must establish a separate, non-interest-bearing bank account for the purpose of receiving Green Acres advance payments for the project. If the project sponsor has undertaken more than one Green Acres project, it may establish a single bank account to receive all Green Acres disbursements for all of the projects. If the project sponsor will be receiving its Green Acres disbursement only as reimbursements, it may designate an existing account (interest or non-interest bearing) into which the disbursement will be received, provided proper accounting procedures are in place to allow for easy and accurate financial tracking of Green Acres disbursements. **Any account into which Green Acres disbursements are deposited will be subject to audit by the State.**

All Green Acres grant and loan disbursements will be made via ACH payment. Please have the Chief Financial Officer complete this form and the attached *Electronic Payment Authorization for Non-Procurement Vendors* form and return them to your Green Acres project manager.

Date: _____

Green Acres Project Sponsor:

Municipality: _____ County: _____

Or

Nonprofit Organization _____

Project Name: _____ Project Number: _____

Chief Financial Officer

Name: _____ Phone: _____

Signature: _____

Email address: _____

Please check one of the following:

Vendor Number: _____

Non-Interest Bearing Account
(required for advance payments)

Bank Transit Number: _____

Interest Bearing Account

Account Number: _____

Electronic Payment Authorization Instructions for Non-Procurement Vendors

The electronic payment authorization form is required for non-procurement vendors/payees that elect to have their payments disbursed electronically via the automated clearing house (ACH) program. Procurement vendors SHOULD NOT complete this form but should register at NJSTART.GOV. Procurement vendors include vendors who sell goods or provide a service (including healthcare and legal services).

Once completed, the signed electronic payment authorization form must be submitted with either a voided check OR bank issued account verification letter. The bank letter must include ABA number (routing or transit number), bank account number, and type of account (checking or savings).

PLEASE CLEARLY TYPE OR PRINT ALL ENTRIES

Select the appropriate action requested. For payees electing to participate in the ACH program for the first time, select 'Establish New ACH.' For existing ACH payees that are requesting a bank account change, select 'Change/update bank information.' For payees that desire multiple bank accounts be added to their payee record, select 'Establish new location code' and indicate the title of the account.

1. **Name:** Enter the payee (vendor, employee, etc.) receiving the automatic deposit transaction. The name must not exceed 30 positions including spaces and punctuation marks. Abbreviate as required to stay within the 30 position limit. (State employees – your name).
2. **Bank Name:** Enter the name of depository bank/financial institution receiving ACH credit.
3. **Account Type:** Check appropriate box.
4. **Authorized Agents' Date, Signatures & Title:** A minimum of two signatures is required when payment will be made to a corporation, partnership, or joint account. For a vendor, the "Agent" signature must include an office manager, supervisor, or individual responsible for the depository process. Only one signature is required for Sole Proprietors or State of New Jersey employees.
5. **Telephone No(s):** Enter telephone number, including area code.
6. **Vendor No:** Enter the nine-digit vendor number assigned by the State of New Jersey. (This often equals an employee ID number for State employees, social security number for non-State employees, and Federal ID number for vendors.) Leave the two position field following the vendor number blank if unknown.
7. **Bank Transit/ABA No:** Enter bank's nine-digit American Banking Association Number. This number is also known as the bank transit or routing number.
8. **Account No:** Enter checking/savings account number. This is a variable length field; the size is dependent on the receiving bank's account structure.

NOTES:

When a change is made to the payees' ABA and/or account number, the payee is required to notify the State as soon as possible to allow time for the preparation of a new authorization form and to allow for the pre-notification of the changes to the State's disbursing bank. Details regarding specific ACH payments, similar to a check stub, may be obtained over the internet through the Vendor Payment Inquiry (VPI) system. VPI also provides two years of historical data and allows for the review of scheduled payments. To obtain an authentication code to access VPI contact John.Wiacek@treas.nj.gov.

Form Distribution: The completed form, along with the required voided check or bank issued account verification letter, should be mailed or faxed to:

~~Department of the Treasury,
Office of Management and Budget
PO Box 221, 0th Floor
Trenton, N.J. 08625-0221
Fax: (609) 984-5210~~

Please return to:
Green Acres Program
NJDEP
P.O. Box 420
Trenton, NJ 08625-0420

If you have any questions or need assistance completing the form, call 609-292-1865.

**Electronic Payment Authorization
For Non-Procurement Vendors
New Jersey Department of the Treasury**

I (we) hereby authorize the New Jersey Department of the Treasury to initiate electronic (ACH) CREDIT entries into the bank account named below. This authority is to remain in full force and effect until the New Jersey Department of the Treasury has received written notification of any changes, and in such manner as to afford the New Jersey Department of the Treasury a reasonable opportunity to act.

Action Requested:

- Establish new ACH (first time users)
- Change/Update bank information
- Establish new location code (indicate type i.e. cafeteria plan, EDRS, etc.): _____

NAME: _____

BANK NAME: _____ (30 positions max)

ACCOUNT TYPE: Savings Checking

AUTHORIZED AGENT: (a minimum of two signatures unless individual or sole proprietor)

Date: ___/___/___ Signed: _____ Title: _____

Date: ___/___/___ Signed: _____ Title: _____

Telephone Number (____) _____ Telephone Number (____) _____

Please attach a voided check or bank letter to the form in confirmation of the above account.

Enter the specified three numbers below:

Vendor Number	Bank Transit Number																								
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Enter "X" if the financial institution receiving your payment is a foreign bank or is acting as an agent for a foreign bank on your behalf.

Details regarding specific ACH payments, similar to a check stub, may be obtained over the Internet through the Vendor Payment Inquiry (VPI) system. VPI also provides two years of historical data and allows for the review of scheduled payments. See Electronic Payment Authorization Instructions on how to obtain an authentication code to access VPI.