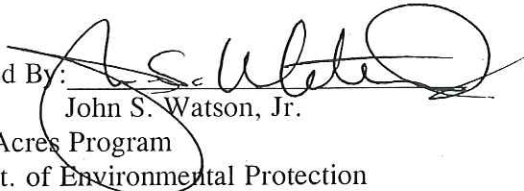


MB4990-0361

Prepared By: 

John S. Watson, Jr.

Green Acres Program

NJ Dept. of Environmental Protection

(609)984-0570

GREEN TRUST PROJECT AGREEMENT

BETWEEN

THE STATE OF NEW JERSEY

BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

BOROUGH OF LINDENWOLD

CAMDEN COUNTY

DEC - 4 1998

☒ Green Acres Copy
☐ Fiscal Copy
☐ Treasury Copy
☐ Local Unit Copy

* Record w/ County
and return

Green Acres Bond Fund
File No. 0422-94-054
Dated: 2/3/98

MB4990-0362

THE STATE OF NEW JERSEY
BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN TRUST LOCAL ASSISTANCE PROGRAM

GREEN TRUST PROJECT AGREEMENT

BETWEEN Borough of Lindenwold

Camden County

having its office at 2001 Egg Harbor Road

Lindenwold, New Jersey 08021-1494

hereafter "Local Unit", and The State of New Jersey by the Department of Environmental Protection, P.O. Box 412, Trenton, New Jersey 08625-0412 hereafter "State",

WITNESSETH:

WHEREAS, Local Unit has made application to the State for financial assistance under the Green Trust Local Assistance Program; and

WHEREAS, Local Unit has submitted an application in accordance with the rules and regulations adopted by the State (N.J.A.C. 7:36-1 et seq.) and has agreed to hold and use the premises hereinafter described in accordance with such rules and regulations; and

WHEREAS, the State has reviewed said application and has found it to be in conformance with the scope and intent of the Green Trust Program and has approved Local Unit's request for funding;

NOW, THEREFORE, in consideration of the award of funding, and in accordance with the application heretofore filed, the State and Local Unit agree to perform in accordance with the terms and conditions set forth in this Agreement.

PROJECT DESCRIPTION

Local Unit: Borough of Lindenwold

Project Number: 0422-94-054

Type of Project: ☒ Acquisition ☐ Development

Project Title: Open Space Acquisition

Project Period: The project period shall commence on the earliest of the following dates: 1) the date of the letter from the Governor officially notifying Local Unit that its application has qualified for a Green Trust preliminary funding offering; 2) the date of the letter from the Green Acres Program allowing Local Unit to proceed with a project at their own risk without jeopardizing funding eligibility; and, 3) the date Local Unit first incurred project costs eligible pursuant to N.J.A.C. 7:36-3.1(a)1; and shall terminate two years from date this Agreement is executed by the last required signatory for the State. Upon written request from the Local Unit, the Administrator, Green Acres Program, may extend this project period in increments of no more than six (6) months or for such longer period as may be necessary because of pending litigation.

Project Scope (general description):

See Schedule E

Project Location (a lot and block description of the premises to be acquired and/or developed):

Block 244, Lot 10; Block 245, Lot 1; Block 246, Lot 1; Block 247, Lot 1; Block 248, Lot 4; and Block 249 Lot 4.

Project Cost:

Funds Directly From Local Unit	\$ -0-	
Donation Through Local Unit	\$ -0-	
LOCAL SHARE		\$ -0-
State Loan	\$ 90,000	
State Grant	\$ 90,000	
STATE SHARE		\$180,000
TOTAL COST FOR APPROVED PROJECT		\$180,000

GENERAL PROVISIONS

1. **DEFINITION**

- a) The term "Approved Project" means that acquisition or development which is the subject of this Agreement and which is more fully detailed in Schedule E.
- b) The term "Commissioner" means the Commissioner of the New Jersey Department of Environmental Protection or his authorized representative.
- c) The term "land" or "lands" means real property, including improvements thereof or thereon, rights-of-way, water, riparian and other rights, easements, leases, privileges and all other rights or interests of any kind or description related to or connected with real property.
- d) The term "Local Unit" means the municipal, county or political subdivision of the State of New Jersey that has executed this Agreement with the State pursuant to the Green Trust Program.
- e) The term "recreation and conservation purposes" means use of lands for parks, natural areas, historic areas, forests, camping, fishing, water reserves, wildlife, reservoirs, hunting, boating, winter sports, ecological and biological study, and similar uses for either public outdoor recreation or conservation of natural resources, or both.
- f) The term "State" means the State of New Jersey acting by and through the Commissioner of the Department of Environmental Protection (DEP).
- g) The term "commencement" means the date that the Local Unit first accepts any payment from the State for performance of this Agreement.

2. **PROJECT ADMINISTRATION**

- a) Local Unit hereby accepts primary responsibility for the administration and success of the Approved Project, including any sub-agreements made by Local Unit for accomplishing the objectives set forth in this Agreement.
- b) Local 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 (1) with this Agreement, including the attached Schedules A through G, (2) with the Green Trust Procedural Guide, and (3) with the specifications, plans, estimates, project proposals and maps submitted to the State and incorporated herein by reference.
- c) Local Unit shall submit all necessary documentation within the time frame and in the manner requested by the State.

- d) Local Unit shall submit all development plans to the Commissioner for review and approval prior to advertisement for bids.
- e) Local Unit shall award contracts and subcontracts for the Approved Project free from bribery, graft and other corrupt practices. Local Unit shall bear the primary responsibility for the prevention, detection and cooperation in the prosecution of any such conduct. Local 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. Local 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.
- f) Local Unit shall award all development and construction project contracts in accordance with 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. 5:30-14.1 et seq.
- g) Local Unit agrees that it will not enter into a contract for work on the Approved Project with any person debarred, suspended or disqualified from State contracting pursuant to N.J.A.C. 7:1-5.1 et seq.

Local Unit shall insert in every contract for work on the Approved Project a clause stating that the contractor may be debarred, suspended or disqualified from contracting with the State if the contractor commits any of the acts listed in N.J.A.C. 7:1-5.2.

Local Unit's bid specifications for work on the Approved Project shall require all bidders to submit a sworn statement by the bidder, or an officer or partner of the bidder, indicating whether or not the bidder is, at the time of the bid, included on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders as a result of action by any State agency other than the DEP. Bid specifications for the Approved Project shall also state that Local Unit shall immediately notify the DEP whenever it appears that a bidder is on the Treasurer's list. The DEP reserves the right, in such circumstances, to immediately suspend such bidder from participation in Green Acres' funded projects, and to take such other action pursuant to N.J.A.C. 7:1-5.1 et seq., as is appropriate.

Whenever a bidder is debarred, suspended or disqualified from DEP contracting pursuant to N.J.A.C. 7:1-5.1 et seq., Local Unit may take into account the loss of Approved Project funds under this Agreement, which would result from awarding a contract to such bidder, in determining whether such bidder is the lowest responsible bidder pursuant to law; and Local Unit may advise prospective bidders that this procedure will be followed.

Any person included on the Treasurer's list as a result of action by a state agency other than DEP, who is or may become a bidder on any contract which is or will be

funded by a loan or grant from the State, may present information to the DEP regarding why the debarment provisions of this Agreement should not apply to such person. If the Commissioner of DEP determines that it is essential to the public interest and files a finding thereof with the Attorney General, the Commissioner may make an exception from the application of this section with respect to a particular contract pursuant to N.J.A.C. 7:1-5.9. In the alternative, the DEP may suspend or debar any such person, or take such other action as may be appropriate pursuant to N.J.A.C. 7:1-5.1 et seq.

- h) Local Unit, its contractors and subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-2000d-4), as well as 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.

Local Unit shall incorporate, or cause to be incorporated, an Affirmative Action Statement into all construction contracts and any subcontract relating to the Approved Project. Said Affirmative Action Statement will be supplied to Local Unit by the State.

- i) Local Unit, its contractors and 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.
- j) Local Unit, its contractors and subcontractors shall provide State personnel and any authorized representatives of the State reasonable access to all facilities, premises and records related to the Approved Project. Local Unit shall submit to the State any documents and information requested by the State relating to the Approved Project.
- k) Local Unit, its contractors, and subcontractors shall secure completion of the work in accordance with the approved construction plans and specifications and shall comply with all State, Federal, and local laws and regulations in performance of this Agreement.
- l) If the Local Unit fails to complete or substantially complete the Approved Project within the time period set forth in the Approved Project Agreement, or fails to comply with the time period set forth in any other project contract, which is the subject of any other State assistance, then and in that event, State shall have the right, in its sole discretion, to withhold any funds that are or may become payable to Local Unit in accordance with this Agreement, as well as demand reimbursement of all funds advanced by the State under this Agreement.

- m) No official or employee of Local Unit who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract or subcontract in connection with the Approved Project shall have any financial or other personal interest in any such contract or subcontract.
- n) Local Unit agrees that any Green Trust funds received from the State shall be used only for the purposes described in the Approved Project Agreement. Local Unit further agrees that if it uses Green Trust funds for any other purposes other than those specified and approved in the Approved Project Agreement, the State may recover all such funds with interest.
- o) Local Unit shall construct, or cause to be constructed, a sign designed to State specifications which shall be erected and maintained by Local 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 Unit in a publicly visible location at the Approved Project site.
- p) Local Unit shall maintain and preserve all lands and improvements described in Schedule A, Schedule B, or any other property subject to Green Acres restrictions and provide such police protection as may be required.
- q) The act codified at N.J.S.A. 52:13D-12 et seq. (The "New Jersey Conflicts of Interest Law") is by this reference incorporated as part of this agreement. The Grantee guarantees that the Grantee, its employees, its subcontractors, and its subcontractors' employees are not engaged in any conduct which could be considered a conflict of interest under the New Jersey Conflicts of Interest Law.

3. PROJECT COSTS

- a) Development project costs eligible for assistance shall include but not be limited to: site plans, engineering plans and specifications, supervision and inspection; bid advertising; construction costs including labor, materials and use of equipment; special equipment necessary to make the facility operational; and similar costs as further described in the Project Budget and Schedule E.
- b) Acquisition project costs eligible for assistance shall include: appraisals; surveys; relocation expenses; and fair market value of the land.
- c) State funds may be disbursed to the Local Unit in such amounts as are required to pay for incurred or anticipated eligible project costs. Local Unit shall provide cost documentation certifying that the eligible project costs have or will be incurred. This Certification shall be completed in a manner satisfactory to the State.
- d) Funding will be disbursed for costs allocated on Schedule E, up to an amount equal

to the state share, provided such cost is itemized on Schedule E, was or will be actually expended, was or will be incurred during the project period, and was or will be expended in accordance with the special conditions set forth in Schedule F, if applicable.

4. **FINANCIAL RECORDS AND AUDITING REQUIREMENTS**

- a) All financial records of Local Unit, its contractors and subcontractors shall conform to generally accepted accounting principles.
- b) The State, or its duly authorized representative(s), shall have access to all records, books, documents and papers pertaining to this Agreement and/or the approved project for audit, examination, excerpt and transcript purposes. Obtaining information shall be made practicable for the State.

Such access shall apply during performance of the approved project and for three years after the latter date of either final payment or audit resolution. All records shall be maintained accordingly.

Local Unit shall cite this provision in all project-related contracts.

- c) Local Unit shall conduct annual audits in conformance with the Single Audit Act, Federal OMB Circular A-128: "Audits of State and Local Governments", and State OMB Circular 87-11: "Single Audit Policy".
- d) Audit reports must address Local Unit's compliance with the material terms/conditions of this Agreement and applicable laws/regulations.
- e) Audit reports must contain an itemized schedule of all Local Unit's State grant and financial assistance programs which identifies: grantor agency, program title, state account number, program amount, total disbursement.
- f) Local Unit's account or final payment will be adjusted, if necessary, upon the Department's review of the annual audit reports.

5. **LAND USE RESTRICTIONS**

- a) Lands acquired or developed by Local Unit with the aid of a loan or grant from the State shall not be disposed of or diverted to a use for other than recreation and conservation purposes without the approval of the Commissioner and the State House Commission and following a public hearing at least one month prior to any such approvals.
- b) Local Unit shall not dispose of or divert to a use for other than recreation and

conservation purposes any other lands held by Local Unit for such purposes at the time of receipt of a loan or grant from the State without the approval of the Commissioner and the State House Commission and following a public hearing by Local Unit at least one month prior to any such approvals.

- c) Such approvals may be granted by the Commissioner under this section only when, singularly or combined, Local Unit has agreed to the following:
 - (i) Substitution of other properties of at least equal fair market value and of reasonably equivalent public recreation or conservation usefulness, quality and location;
 - (ii) Cash repayment based on at least current appraised value.
 - (iii) In cases dealing with permanent easements, even though individual cases may appear to be insignificant, the perpetual nature of public lands and the cumulative effect over a long period of time is significant. In an effort to discourage this type of diversion, a minimum cash value of \$10,000 will be placed on any consideration for easements on such property, when the request is made on behalf of a non-public agency. Charges above this minimum will be determined by the Department on an individual project basis.

6. RULES AND REGULATIONS

The rules and regulations governing the New Jersey Green Acres and Recreational Opportunities Program, which are set forth at N.J.A.C. 7:36-1 et seq., are hereby incorporated into this Agreement by reference, as if set forth herein in their entirety.

7. RELEASE AND INDEMNIFICATION

Local Unit assumes all risk and responsibility for, and hereby agrees to indemnify, defend and save harmless the State of New Jersey, its agents, servants, officers or employees from and against any and all claims, demands, or lawsuits that may be made by third parties against the State, its agents, servants, officers or employees for damages of any kind of description arising from the Approved Project on account of or resulting from the acts or omissions of Local Unit, its employees, agents, contractors or subcontractors, including but not limited to: (1) any loss, damage or injury to, or death of, any person occurring at or about or resulting from any defect in the Approved Project; (2) any damages or injury to persons or property of Local Unit, its contractors, subcontractors, officers, agents, servants or employees, or any other person who may be about the Approved Project caused by any act of negligence of any person (other than the State or its officers, agents, servants or employees); or (3) any costs, expenses or damages incurred as a result of any lawsuit commenced because of action taken in good faith by the State in connection with the Approved Project.

Local Unit shall indemnify, protect, defend and hold the State of New Jersey, and its agents, servants, officers and employees harmless from and against any and all such losses, damages, injuries, costs or expenses and from and against any and all claims, demands, suits, actions or other proceedings whatsoever, brought by any person or entity whatsoever (except by Local Unit) and

arising or purportedly arising from this Agreement or from the construction, ownership and operation of the Approved Project.

Local 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 contractors and subcontractors provide the State with indemnification protection at least as broad as set forth in this Section.

8. PROJECT TERMINATION

- a) Local Unit may unilaterally rescind this Agreement at any time prior to commencement. After commencement, Local Unit may not terminate, modify or rescind this Agreement without the express written approval of the State. Any attempt by Local Unit to terminate, modify or rescind this Agreement after commencement without the express written approval of the State shall constitute a material breach and subject Local Unit to any and all appropriate penalties at law.
- b) State may terminate this Agreement in whole or in part at any time for good cause. The term "good cause" shall include, but not be limited to, failure to comply with the terms and conditions of this Agreement or the rules and regulations adopted by the State. Default by Local Unit shall also constitute "good cause" for termination of this Agreement.

9. DEFAULT

- a) Any one or more of the following events shall constitute an event of Default by Local Unit:
 - (i) If any representation or warranty made herein or in any certifications, reports, plans, financial statements or other information furnished in connection with this Agreement shall prove to be false or misleading;
 - (ii) Failure of Local Unit to observe and perform any covenant, condition or requirement of this Agreement, and continuance of such failure for a period of 30 days after receipt by Local Unit of written notice by the State, specifying the nature of such failure and requesting that it be remedied, or if by reason of the nature of such failure the same cannot be remedied within the said 30 days, Local Unit fails to proceed with reasonable diligence after receipt of said notice to cure same;
 - (iii) A deviation of more than 90 days from the project schedule unless otherwise waived or approved by the State; or
 - (iv) Failure by Local Unit to make any loan payment within 90 days of the scheduled repayment day.

- (v) Local Unit shall have applied for or consented to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets; admitted in writing the inability to pay its debts as they mature; made a general assignment for the benefit of creditors; been adjudged as bankrupt, or filed a petition or an answer seeking an arrangement with creditors or taken advantage of any insolvency law, or an answer admitting the material allegations of a petitioner in bankruptcy or insolvency proceeding; or an order, judgment or decree shall have been entered, without the application, approval of or consent of Local Unit by any court of competent jurisdiction approving a petition seeking reorganization of Local Unit, or appointing a receiver, trustee or liquidator of Local Unit or a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of 45 consecutive days; or Local Unit shall have filed a voluntary petition in bankruptcy, or failed to remove an involuntary petition in bankruptcy filed against it within 45 days of the filing thereof.

10. REMEDIES

- a) In the event of Default by Local Unit, the State shall have the right to declare the entire principal amount of any loan to be due and payable forthwith, whereupon the loan shall become forthwith, due and payable, both as to principal and interest, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Local Unit, anything contained herein to the contrary notwithstanding;
- b) In addition to any other rights or remedies available to the State pursuant to law, in the event of noncompliance with the terms of this Agreement or violation of the provisions of N.J.A.C. 7:36-1 et seq., with respect to the Approved Project, inventoried lands set forth in Schedule B, or any other property subject to Green Acres restrictions, the State may take any of the following actions or combinations thereof:
- (i) Issue a Notice of Noncompliance.
 - (ii) Withhold Green Acres funds.
 - (iii) Order suspension of the project work.
 - (iv) Terminate or annul the Agreement.
 - (v) Demand immediate repayment of all funds advanced by the State.
- c) No remedy herein conferred or reserved by the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power

may be exercised from time to time and as often as may be deemed expedient. In order to entitle the State to exercise any remedy reserved to it in this Section, it shall not be necessary to give notice other than such notice as may be provided by this Section.

- d) In addition to the above remedies, if Local Unit commits a breach, or threatens to commit a breach of this Agreement, the State shall have the right and remedy, without posting bond or other security, to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the State and that money damages will not provide an adequate remedy therefor.
- e) In the event that Local Unit should default under any of the provisions of this Agreement and the State shall require and employ attorneys or the services of the Attorney General's office, or incur other expenses for the collection of payments due or to become due or the enforcement or performance or observance of any obligation or agreement on the part of Local Unit herein contained, Local Unit shall on demand therefor pay to the State, the reasonable fees of such attorneys and other expenses incurred by the State.
- f) The State shall not be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to Local Unit if any event of default shall occur hereunder.

11. MISCELLANEOUS

- a) This 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) Modifications or waivers of any provisions of this Agreement or the project proposal must be in writing and submitted to the Commissioner for prior approval.
- c) In the event any provision of this 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.
- d) In the event that any provision of this Agreement should be breached by Local 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 Local Unit.

- e) This Agreement shall inure to the benefit of and be binding upon the heirs, successors and administrators of Local Unit, but no part hereof shall be assigned without the prior written consent of the State.
- f) This Agreement shall be construed and enforced under the laws of the State of New Jersey.
- g) In the event of litigation, Local Unit waives whatever right it may have to trial by jury.

12. EFFECTIVE DATE OF AGREEMENT

This agreement shall be effective upon the signing hereof by all parties.

ATTACHMENTS

The following attachments are fully incorporated into this Agreement:

Schedule A Metes and bounds description of the lands acquired
including a list of blocks, lots, and acres actually acquired
(acquisition projects only)

or

“As Built” description of the facilities developed
(development projects only)

Schedule B Recreation and Open Space Inventory

Schedule C Use Statement (acquisition projects only)

Schedule D Loan terms, conditions and repayment requirements
(loan projects only)

Schedule E Approved estimated project budget and description

Schedule F Special Conditions

Schedule G Green Trust Expenditure Report Form
(development projects only)

ME4990-0374

-14-

ACKNOWLEDGMENTS

STATE OF NEW JERSEY)

ss.

COUNTY OF CAMDEN)

BE IT REMEMBERED, that on the 10 day of September, 1997 before me personally appeared Jane E. Barber, who being duly sworn on his or her oath, deposes and makes proof to my satisfaction that he or she is the clerk or equivalent of Local Unit; that the execution and the making of this Agreement has been duly authorized by a proper resolution of said Local Unit; that the deponent knows the corporate seal of said Local Unit, and the seal affixed to this instrument is such corporate seal; and that this Agreement was signed and delivered by Frank DeLuca, Mayor, Freeholder Director, or equivalent, of Local Unit, as and for the voluntary act and deed of said Local Unit, in the presence of the deponent.

Jane E. Barber
(signature)

Sworn and subscribed to
before me this 10th day
of September 1997

Jane E. Barber
(print name) Clerk or equivalent

Bonnie L. Mazzo
(signature) BONNIE L. MAZZO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 21, 1999

(print name and title)

STATE OF NEW JERSEY)

) ss.

COUNTY OF MERCER)

BE IT REMEMBERED, that on the 3 day of February, 1998, before me the subscriber, personally appeared Robert C. Shinn, Commissioner, Department of Environmental Protection, who I am satisfied is the person named in and who executed the within instrument, and who, after first being duly sworn, acknowledged he signed and delivered the same as his voluntary act and deed for the purposes therein expressed.

Michael J. Hogan
(signature)

MICHAEL J. HOGAN
ATTORNEY AT LAW
STATE OF NEW JERSEY

(print name and title)

LOAN PROJECTS ONLY:

BE IT REMEMBERED, that on the _____ day of _____, 19____, before me the subscriber personally appeared _____, Treasurer, State of New Jersey, who I am satisfied is the person named in and who executed the within instrument, and who, after first being duly sworn, acknowledged that he/she signed and delivered the same as his/her voluntary act and deed for the purposes therein expressed.

(print name and title)

SCHEDULE A

To Be Provided Upon Project Completion

Acquisition (☒)

Metes and Bounds Description

Development (☐)

Description of Facilities as Constructed

(1) Page(s)

MB4990-0379

SCHEDULE B

OPEN SPACE INVENTORY

(2) Page(s)

-0380
MB4990-0380
 EXHIBIT 1 to SCHEDULE B

RECREATION AND OPEN SPACE INVENTORY

Local Unit: Borough of LindenwoldCounty: Camden

NOTE: 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 Unit and current tax map of Local Unit. The official map used for this ROSI is named _____ and is dated _____, 199__.

DEVELOPED AND PARTIALLY DEVELOPED LANDS HELD FOR RECREATION AND CONSERVATION PURPOSES

Key	Municipal Location	Name	Block	Lot	Acres
1.	Walnut & Holland Ave's	Carlton	26	2,3	1.98
2.	Egg Harbor Rd. & Arlington Ave.	Rough Field	251	2,4	5.63
3.	Emerson & Maple Ave's		83	1 to 4	3.44
4.	W. Linden & Lincoln Ave's		123 124	1.07 to 1.18 and 12, 13	2.00
5.	US Ave. & Winthrop		292	2.01	0.43
6.	Lake Blvd. & 1st Ave.	Boy Scouts Field	181	10	0.83
7.	Homesite & 9th Ave's		223	10	0.11
8.	Aston-Martin & Thunderbird Drives		238.11	16	0.18
9.	Park & 4th Ave's	Park Ave. Field	176 192 193	1, 5, 12 and 17 and 31 and 11	7.29
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					

SUBTOTAL OF ACRES on this page 23.61

TOTAL ACRES of developed and partially developed lands from all pages of this ROSI 23.61

MB4990-0381

EXHIBIT 1 to SCHEDULE B

Page 4 of

RECREATION AND OPEN SPACE INVENTORY

Local Unit: Borough of Lindenwold County: Camden

NOTE: 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 Unit and current tax map of Local Unit. The official map used for this ROSI is named Parks Inventory Map and is dated February 1, 1995.

WHOLLY UNDEVELOPED LANDS HELD FOR RECREATION AND CONSERVATION PURPOSES

Key	Municipal Location	Name	Block	Lot	Acres
A.	Laurel Road & Timber Creek		238.07	1	10.50
B.	Columbia Avenue and Railroad ROW		168	4,5,6,6.01	5.25
C.	U. S. Ave., & Crystal Lake		299.03 296	22 and 1	3.18
D.	Norwood Avenue		228.05	2.01	0.43
E.					
F.					
G.					
H.					
I.					

SUBTOTAL OF ACRES on this page 20.36

TOTAL ACRES of wholly undeveloped lands from all pages of this ROSI 20.36

CERTIFICATION: I HEREBY CERTIFY that this Exhibit 1 to Schedule B, comprising 2 total pages, is a complete and accurate listing of all lands held by the Local Unit, as of this 1st day of Feb., 1995, for recreation and conservation purposes during the time of receipt of the loan or grant. This ROSI is being submitted to Green Acres as part of the project entitled Lindenwold Golf Course Acquisition.

Thomas J. Horner, Jr.
Chief Executive Officer of Local Unit

Joseph Hughes
Planning Board Chairperson

Date: February 13, 1995Date: February 10, 1995

THIS CERTIFICATION IS TO BE SIGNED ONLY ON THIS, PAGE 4, OF EXHIBIT 1 TO SCHEDULE B.

If necessary, use the form on the first following page for additional developed lands, and use the form on the second following page for additional undeveloped lands.

MB4990-0382

SCHEDULE C

USE STATEMENT

DEVELOPMENT PROJECT DOES NOT APPLY ()

(1) Page(s)

MB4990-0383

USE STATEMENT

The Borough of Lindenwold will acquire bl 244, lot 10; bl 245, lot 1; bl 246 , lot 1; bl 247, lot 1; bl 248, lot 4; and bl 249, lot 4 for the purposes of passive and active recreation. Any future recreational development of the site will be done in conjunction with Green Acres staff to ensure that impacts to sensitive wetlands and, woodlands will be minimal.

MB4990-0384

SCHEDULE D

LOAN TERMS, CONDITIONS AND REPAYMENT REQUIREMENTS

(Loan Projects Only)

(4) Page(s)

SCHEDULE D

LOAN TERMS, CONDITIONS AND REPAYMENT REQUIREMENTS

- a) State funds may be disbursed to the Local Unit on a monthly basis and in such amounts as are required to pay the local government's incurred or anticipated costs. Local Unit shall provide satisfactory cost documentation certifying that the eligible project costs have or will be incurred. This certification shall be completed in a manner satisfactory to the State.
- b) No State funds shall be disbursed to a Local Unit that has defaulted on any State loan. In order to facilitate full or partial payment of such defaulted loan obligation, the Department may, at its discretion, make a loan payment where it simultaneously receives from the Local Unit an amount in repayment of said defaulted loan obligation at least equal to the loan payment. Nothing in this paragraph shall in any way limit any right or duty of the Department to demand and collect at any time the total amount due under any such defaulted loan obligation.
- c) Any disbursement of funds by Local Unit not used in accordance with this Approved Project Agreement shall constitute default of the loan agreement and all outstanding principal and interest amounts shall become payable immediately to the State.
- d) The loan shall be repaid in semi-annual installments over a period not to exceed twenty years. Twenty years will be calculated from the date of first disbursement to the date of final repayment.
- e) Repayment of the principal amount by the Local Unit shall be made to the State on a date beginning nine months from the date of the final disbursement of funds or for development projects two (2) years from the date of the first disbursement, and for acquisition projects one (1) year from the date of the first disbursement, whichever comes first. Repayments shall be on a semi-annual basis and in amounts as detailed in the attached Loan Repayment Schedule. The State reserves the right to unilaterally adjust the loan repayment dates and/or amounts on the attached schedule if the timetable for completion and/or the actual project costs and disbursements vary from the attached schedule.
- f) Interest shall accrue at a rate of not more than 2% per annum on the amount of funds disbursed and outstanding from the date of disbursement to the date of final repayment of the principal amount. Interest accrued against each disbursement, from the date of disbursement to the three months following final disbursement, or as outlined in (e) above, shall be paid on the date three months following the final disbursement, as outlined in (e) above. Interest accrued on the amortization of the principal amount shall be paid in semi-annual installments on such dates as detailed in the Loan Repayment Schedule.
- g) Failure of Local Unit to make any repayment within 30 days of the scheduled repayment date shall cause the assessment of a late fee being due from the Local Unit and payable to the State. The late fee shall be five percent of any payment when such payment is 30 days or more past due, ten percent of any payment when such payment is 60 days or more past due, and fifteen percent of any payment when such payment is 90 days or more past due. Failure of the Local Unit to make any repayment within 90 days of the scheduled repayment date shall constitute default of

the loan agreement and all outstanding principal, interest, and penalty amounts shall become payable immediately to the State. For any defaulted loan, interest charges, equal to the loan's interest rate, will begin to accrue from the date repayment was due on the amount of principal outstanding and any interest charges thereon.

- h) Local Unit may prepay the loan in whole or in part at any time without penalty. Partial repayments shall be applied to the last maturing payments due, shall be in one or more increments of the amount due on principal, and shall not extend or postpone the due date of any subsequent semi-annual installment or change the amount of such installments.
- I) Local Unit shall charge and collect such rates, fees, and taxes in sufficient amounts as shall be required to provide revenues in each calendar year, together with other available funds, for the payment of debt service on the loan.
- j) Local Unit shall allocate a portion of its local budget in sufficient amounts to meet the annual debt service for the loan. These funds shall be deposited into a specific fund for the purpose of assuring repayment of the loan to the State.
- k) Local Unit shall comply with the statutory requirements of N.J.S.A. 40A relative to the undertaking of this project and loan.

In accordance with N.J.S.A. 40A:2-1 et seq., Local Unit shall timely and properly file a Supplemental Debt Statement with the Division of Local Government Services prior to the execution of the Green Trust Agreement. In the event that approval of the Local Finance board is necessary to exceed the statutory debt limitation as provided by N.J.S.A. 40A:2-6, Local Unit shall obtain said approval prior to the execution of the Green Trust Project Agreement. In the event said approval is not granted by the Local Finance Board, this Agreement shall be declared null and void. No loan funds will be disbursed to the Local Unit without the Department's receipt of the approved Supplemental Debt Statement.

MB4990-0387

GTLN 1

PROJECT: Lindenwold
Open Space Acq. PROJECT

LOAN AMOUNT: \$90,000.00
RATE: 2.00%
PMT PERIODS: 39
CURRENT DATE: 17-Nov-97

Estimated Loan Drawdown:

DRAWDOWN DATE	AMORTIZATION DATE	DISBURSEMENT AMOUNT	ACCRUED INTEREST	*
31-Mar-98	30-Jun-98	90,000.00	455.00	*
				*
				*
		\$90,000.00	\$455.00	*

Estimated Repayment Schedule:

PRINCIPAL \$90,000.00
ACCRUED INT 455.00 DUE 30-June-98
AMORTIZED INT 19,131.50

TOTAL TO BE REPAYD \$109,586.50

SEMI ANNUAL LOAN REPAYMENT \$2,798.24

PMT #	DUE	INTEREST	PRINCIPAL	LOAN BALANCE	*
				\$90,000.00	*
1	31-Dec-98	\$900.00	\$1,898.24	88,101.76	*
2	01-Jul-99	881.02	1,917.23	86,184.53	*
3	31-Dec-99	861.85	1,936.40	84,248.13	*
4	01-Jul-2000	842.48	1,955.76	82,292.37	*
5	31-Dec-2000	822.92	1,975.32	80,317.05	*
6	01-Jul-2001	803.17	1,995.07	78,321.98	*
7	31-Dec-2001	783.22	2,015.02	76,306.95	*
8	01-Jul-2002	763.07	2,035.17	74,271.78	*
9	31-Dec-2002	742.72	2,055.53	72,216.25	*
10	01-Jul-2003	722.16	2,076.08	70,140.17	*
11	31-Dec-2003	701.40	2,096.84	68,043.33	*
12	01-Jul-2004	680.43	2,117.81	65,925.52	*
13	31-Dec-2004	659.26	2,138.99	63,786.53	*
14	01-Jul-2005	637.87	2,160.38	61,626.15	*
15	31-Dec-2005	616.26	2,181.98	59,444.17	*
16	01-Jul-2006	594.44	2,203.80	57,240.37	*

MB4990-0388

17	31-Dec-2006	572.40	2,225.84	55,014.53	*
18	01-Jul-2007	550.15	2,248.10	52,766.43	*
19	31-Dec-2007	527.66	2,270.58	50,495.85	*
20	01-Jul-2008	504.96	2,293.29	48,202.57	*
21	31-Dec-2008	482.03	2,316.22	45,886.35	*
22	01-Jul-2009	458.86	2,339.38	43,546.97	*
23	31-Dec-2009	435.47	2,362.77	41,184.20	*
24	01-Jul-2010	411.84	2,386.40	38,797.79	*
25	31-Dec-2010	387.98	2,410.27	36,387.53	*
26	01-Jul-2011	363.88	2,434.37	33,953.16	*
27	31-Dec-2011	339.53	2,458.71	31,494.45	*
28	01-Jul-2012	314.94	2,483.30	29,011.15	*
29	31-Dec-2012	290.11	2,508.13	26,503.02	*
30	01-Jul-2013	265.03	2,533.21	23,969.80	*
31	31-Dec-2013	239.70	2,558.55	21,411.26	*
32	01-Jul-2014	214.11	2,584.13	18,827.13	*
33	31-Dec-2014	188.27	2,609.97	16,217.15	*
34	01-Jul-2015	162.17	2,636.07	13,581.08	*
35	31-Dec-2015	135.81	2,662.43	10,918.65	*
36	01-Jul-2016	109.19	2,689.06	8,229.59	*
37	31-Dec-2016	82.30	2,715.95	5,513.65	*
38	01-Jul-2017	55.14	2,743.11	2,770.54	*
39	31-Dec-2017	27.71	2,770.54	0.00	*
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		\$19,131.50	\$90,000.00		

ALL LOAN REPAYMENTS SHALL BE MADE PAYABLE TO:
TREASURER, STATE OF NEW JERSEY
GREEN TRUST

ALL LOAN REPAYMENTS SHALL BE TRANSMITTED TO:
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF FINANCIAL MANAGEMENT AND GENERAL SERVICES
OFFICE OF TRUST FUND MANAGEMENT
P.O. BOX 420
TRENTON, NEW JERSEY 08625

MB4990-0389

SCHEDULE E

BUDGET SHEET(S)

(1) Page(s)

**SCHEDULE E
GREEN TRUST ACQUISITION**

APPROVED PROJECT DESCRIPTION & ESTIMATED BUDGET

Project Number: 0422-94-054 _____ State Share: \$180,000
 Project Sponsor: Lindenwold Borough _____ Local Share: \$ -0-
 Project Name: Open Space Acquisition _____

Lots and Blocks To Be Acquired	Estimated Acres	Estimated Cost
Block 244 Lot 10; Block 245 Lot 1; Block 246 Lot 1; Block 247 Lot 1; Block 248 Lot 4 and Block 249 Lot 4	23.99	\$152,000

Costs shown must be eligible pursuant to N.L.A.C. 7:36-5.2.

Appraisal Costs:	\$ 6,000
Survey Costs:	\$ 15,000
Environmental Assessment:	\$ 7,000
TOTAL (all estimated, eligible costs)	\$ 180,000
Green Trust Loan:	\$ 90,000
Green Trust Grant:	\$ 90,000
STATE SHARE:	\$ 180,000

NOTE: The estimated cost in this budget sheet includes costs of acquisition, appraisals, environmental audits and surveys based upon information received from the local unit. Actual loan/grant award may vary depending upon formal independent appraisals and a certified fair market value established by the Green Acres Appraisal Section. Grant/loan amounts will not be increased unless agreed upon through a formal amendment approval process. In those instances where the budgeted amount is greater than actual expenditures incurred by the Local Unit, the grant/loan amount will be administratively adjusted by the State in order to reflect actual expenditures.

MB4990-0391

SCHEDULE F

SPECIAL CONDITIONS

(0) Page(s)

MB4990-0392

SCHEDULE G

GREEN TRUST EXPENDITURE REPORT FORM

(Development Projects Only)

(1) Page(s)

MB4990-0393

SCHEDULE G
Green Trust Expenditure Report Form

Please have the chief financial officer prepare an accurate account of spending, by vendor, on a quarterly basis from the date of first disbursement with respect to the project described below, regardless of whether the State has awarded a grant or loan or whether the Legislature has appropriated funds for the project.

Green Acres Project # _____

Obligation # (if available) C _____ GA Acct. # (if available) _____

Local Unit _____ County _____

Project Name _____

Total Cost for Approved Project \$ _____ Bank Acct. # _____

Name and Address of Bank _____

Vendor _____

Quarter _____

<u>Check Date</u>	<u>Check #</u>	<u>Voucher #</u>	<u>Amount</u>
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Total previously reported \$ _____

Total expended this quarter \$ _____

Total expended to date \$ _____

I hereby certify that the information provided above represents an accurate account of expenditures for the project to date and that each such expenditure is an eligible cost as defined in N.J.A.C. 7:36-3.2 and is included in the Project Budget attached as Schedule E to the Green Trust Project Agreement (File No. _____) which the State sent to Local Unit for execution and which (has) (has not) been fully executed as of this date.

Chief Financial Officer (print name) _____

Date: _____

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