

Prepared By: 

Phillip M. Collins

Green Acres Program
Department of Environmental Protection
(609) 984-0500

GREEN ACRES PROJECT AGREEMENT

BETWEEN

THE STATE OF NEW JERSEY

BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

LINDENWOLD BOROUGH

CAMDEN COUNTY

☒ Green Acres Copy
☐ Local Unit Copy

File No. 0422-97-083

Date: 4/3/03

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

GREEN ACRES PROJECT AGREEMENT

BETWEEN Lindenwold Borough

Camden County

having its office at 2001 Egg Harbor Road

Lindenwold, NJ 08021-1494

hereinafter "Local Unit", and the State of New Jersey by the Department of Environmental Protection, Green Acres Program, P O BOX 412, Trenton, New Jersey 08625-0412, hereinafter "State",

WITNESSETH:

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

WHEREAS, Local Unit has agreed to hold and use the premises hereinafter described in accordance with the rules adopted by the State (N.J.A.C. 7:36-1 et seq.); 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 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 provisions, terms and conditions set forth in this Project Agreement.

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 Unit of the amount of the Green Acres funding award; (2) The date of the at-risk authorization provided by the Green Acres Program under N.J.A.C. 7:36-1 et seq.; or (3) The date on which the Local Unit first incurred allowable project costs under N.J.A.C. 7:36-1 et seq.; 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. 7:36-1 et seq.).

Upon written request from the Local Unit and establishment of good cause, the State may extend the project period as may be necessary to complete the Approved Project.

APPROVED PROJECT DESCRIPTION

LOCAL UNIT: Lindenwold Borough

PROJECT NUMBER: 0422-97-083

TYPE OF PROJECT: ☐ Acquisition ☒ Development

PROJECT TITLE: Lindenwold Park Sports Complex

APPROVED PROJECT SCOPE:

The Borough of Lindenwold has completed the first phase at the Sports Complex located along North United States Avenue and Alkmonton Avenue with Little League fields. Phase II development will consist of the following facilities: exercise stations, gazebo, amphitheater roof, lighting, a public address system and music equipment, sand volleyball court and additional security lighting. Also included in the project will be professional services, preliminary assessments, and permits.

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

*Along North United States Avenue and Alkmonton Avenue
Block 244, Lot 11.03, 11.04, 11.05 Block 248, Lot 2*

ALLOCATION OF PROJECT COST:

Funds directly from Local Unit \$ -0-

Donation through Local Unit \$ -0-

LOCAL SHARE (0%) \$ -0-

State Loan (100%) \$250,000

State Grant (0%) \$250,000

STATE SHARE (100%) \$ 500,000

OTHER SHARE (0%) \$ -0-

ESTIMATED TOTAL COST FOR APPROVED PROJECT \$ 500,000

GENERAL PROVISIONS

1. RULES INCORPORATED BY REFERENCE

THE RULES GOVERNING THE GREEN ACRES PROGRAM, WHICH ARE SET FORTH IN 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.

2. PROJECT ADMINISTRATION

- a) 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 with this Project Agreement.
- b) Local Unit shall submit all development plans to the State for review and approval prior to advertisement for bids.
- c) 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.
- d) Local Unit shall award all 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.
- e) 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.

- f) 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); 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.
- g) 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.
- h) Local Unit shall construct 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.
- i) Local 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.
- j) The Local Unit, its employees, its subcontractors, and its subcontractors' employees shall not engage in any conduct which could be considered a conflict of interest under the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12 et seq.

3. DISBURSEMENTS

- a) Acquisition project costs allowable for funding may include real estate appraisals; preliminary assessments; land surveys; relocation payments; eligible land costs; and building demolition costs.
- b) Development project costs allowable for funding may include preliminary planning and engineering; engineering plans and specifications, and supervision and inspection; construction costs; incidental costs such as legal, advertising, and permit fees; equipment required to make a facility operational; and ancillary improvements as further described in the Approved Project Scope.
- c) State funds may be disbursed to the Local Unit in amounts required to pay for incurred or anticipated allowable project costs. Local Unit shall provide cost documentation satisfactory to the State certifying that the allowable project costs have or will be incurred.
- d) In those instances where Green Acres Program funding is greater than actual expenditures incurred by the Local Unit, the funding amount will be administratively adjusted by the State to reflect actual expenditures.

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) Local Unit, its contractors and 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 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 three years after the later of either final payment or audit resolution. 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-133: "Audits of States, Local Governments, and Non-Profit Organizations", and State OMB Circular 98-07-OMB: "Single Audit Policy for Recipients of Federal Grants, State Grants, and State Aid".
- d) Local Unit's account or final payment will be adjusted, if necessary, upon the State's review of the annual audit reports.

5. LAND USE RESTRICTIONS

All lands which have been or shall be acquired or developed with Green Acres funds by the Local Unit, as well as all lands held for recreation and conservation purposes by the Local Unit during the "Time of Receipt of Green Acres Funds" shall not be diverted or disposed of for uses other than recreation and conservation purposes without prior approval of the Commissioner and the State House Commission. (See N.J.A.C. 7:36-1 et seq.; N.J.S.A. 13:8A-47(b); and N.J.S.A. 52:20-1.) "Time of receipt of Green Acres funds" means at all times beginning on the date of the letter from the State under N.J.A.C. 7:36-1 et seq. notifying the Local Unit of the amount of the Green Acres funding award and ending on the date of receipt of the first transmittal of Green Acres funds.

The Local Unit agrees to execute and record a separate Declaration, attached as Exhibit 1 to this Agreement, which shall inventory and encumber all lands that it holds for recreation and conservation purposes. Such Declaration shall be prepared by the Local Unit on forms provided by the Green Acres Program, and shall incorporate by reference this Project Agreement, 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.

For each parcel of land to be acquired as part of the Project Agreement, the Local Unit shall record a deed containing the following clause:

"It is understood by the grantor and grantee that the lands being conveyed herein are being purchased with Green Acres funding and that this conveyance is made subject to Green Acres restrictions. The grantee accepts these lands with the Green Acres restrictions against disposal or diversion to a use for other than recreation and conservation purposes".

6. RELEASE AND INDEMNIFICATION

The Local Unit releases the State from any and all liability and shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey and its agents, officials and employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever which shall arise or be claimed to arise from or result directly or indirectly from (1) the work, services or materials provided under this Project Agreement; or (2) any failure to perform the Local Unit's obligations under this Agreement or any improper or deficient performance of the Local Unit's obligations under this Agreement; or (3) the ownership, control or operation of the Approved Project. The provisions of this release and indemnification clause shall in no way limit any obligations of the Local Unit under this Agreement, nor shall they be construed to release the Local Unit from any liability nor preclude the State from taking any other actions available to it under any other provisions of this Agreement or at law.

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

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.

7. REMEDIES

- a) In addition to any other rights or remedies available to the State under law, if the Local Unit does not comply with any of the requirements of this Project Agreement, or the Green Acres laws, or if the Local 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(f) or N.J.A.C. 7:36-14.1(f):
 - 1. Issue a written notice of noncompliance directing the Local Unit to take and complete corrective action within 30 days of receipt of the notice.
 - 2. If the Local Unit does not take corrective action, or if the corrective action taken is not adequate in the judgement of the State, then the State may take any of the following actions:
 - (i) Withhold a grant or loan disbursement or portion thereof.
 - (ii) Terminate the Project Agreement.
 - (iii) Demand immediate repayment of all Green Acres funds that the Local Unit has received.
- b) If the Local Unit fails to comply with any of the provisions of this Agreement, or the Green Acres laws, the State may initiate suit for injunctive relief or to seek specific enforcement, without posting bond, it being acknowledged that any actual or threatened failure to comply will cause irreparable harm to the State and that money damages will not provide adequate remedy.
- c) The State is not required to mitigate any damages to the Local Unit resulting from the Local Unit's noncompliance with the provisions of this Agreement, or the Green Acres laws.
- d) In the event of a breach of this Agreement by the Local Unit, the State shall be entitled to immediate repayment of all Green Acres funds received by the Local Unit and reimbursement of its costs as provided by N.J.A.C. 7:36-9.1 or N.J.A.C. 7:36-14.1

8. TERMINATION

- a) Local Unit may unilaterally rescind this Project Agreement at any time prior to Local Unit's initial acceptance of Green Acres funding, whether partial or in full, under this Agreement. After accepting any payment, Local Unit may not terminate, modify or rescind this Agreement without the express written approval of the State.
- b) State may terminate this 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 Unit in connection with this Agreement shall prove to be false or misleading.

9. MODIFICATION OF PROJECT AGREEMENT

Adjustments to the Approved Project Scope and/or Project Location, which do not increase the cost of the Approved Project, may be made at the sole discretion of the Green Acres Program. Authorization of these changes must be in writing from the Green Acres Program and by the Local Unit's Chief Executive Officer, and shall be attached to this Project Agreement.

All other modifications of this Project Agreement must be by formal amendment executed by the Commissioner or Commissioner's designee.

10. TERM OF PROJECT AGREEMENT

The term of this Project Agreement is to extend from full execution through the end of the Project Period or completion of the Approved Project, whichever occurs last.

11. OPTIONAL PROVISIONS IMMEDIATELY FOLLOWING ATTACHED

Schedule A: Loan Terms and Conditions (Loan Projects Only) ☒ YES ☐ NO

Schedule B: Special Conditions ☐ YES ☐ NO

12. ATTACHMENT

Exhibit 1: Declaration

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 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 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.
- d) This Agreement shall not be assigned without the prior written consent of the State.
- e) This Agreement shall be construed and enforced under the laws of the State of New Jersey.
- f) In the event of litigation, Local Unit waives whatever right it may have to trial by jury.
- g) This Agreement shall not merge with, but shall survive execution of any Declaration or Right of Secondary Enforcement.

SCHEDULE A

Loan Terms and Conditions
(Loan Projects Only)

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SCHEDULE A
LOAN TERMS, CONDITIONS AND REPAYMENT REQUIREMENTS

- a) State funds shall be disbursed to the Local Unit in such amounts as are required to pay the local government's incurred or anticipated costs for a Acquisition: in advance of closing, or as reimbursement after closing, or after filing a declaration of taking; or, for a Development: in one or more consecutive calendar months that total \$10,000 or more, or quarterly if the amount requested over the course of three consecutive calendar months total less than \$10,000. The Local Unit shall provide satisfactory cost documentation certifying that the eligible, allowable costs have or will be incurred. This certification shall be completed on forms that the State provides and 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 State 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 State to demand and collect, at any time, the total amounts due under any such defaulted loan obligation.
- c) Any disbursement of funds by a Local Unit not used in accordance with this 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 20 years. Twenty years shall 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 the loan; or, for a Acquisition: beginning one year from the date of the first disbursement; or, for a Development: beginning two years from the date of 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 two (2%) percent per annum on the amount of loan(s) 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 as outlined in (e) above) shall be paid on the date of three months following the final disbursement. Interest accrued on the amortization of the principal amount shall be paid in semi-annual installments on such dates as detailed in the attached Schedule.

- g) Failure of the 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 as follows: 1. When a payment is 30-59 days past due, five (5%) percent of the payment amount due. 2. When a payment is 60-89 days past due, ten (10%) percent of the payment amount due. 3. When a payment is 90 or more days past due, fifteen (15%) percent of the payment amount due. Failure of the Local Unit to make any repayment within 90 days of the scheduled repayment date shall constitute default of the Project 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) The Local Unit may prepay the loan in whole or in part at any time without penalty. Partial repayment(s) shall be applied to the last maturing payment(s) 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) The 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) The 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) The Local Unit shall comply with the statutory requirements of N.J.S.A. 40A relative to the undertaking of this Project Agreement and loan.

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

PROJECT: Lindenwold Borough
Sports Complex
0422-97-083

LOAN AMOUNT: \$ 250,000.00

RATE: 2.00%

PMT PERIODS: 39

CURRENT DATE: May 29, 2002

Estimated Loan Drawdown:

DRAWDOWN AMORTIZATION		DISBURSEMENT	ACCRUED
DATE	DATE	AMOUNT	INTEREST
28-Jun-02	28-Aug-02	\$ 250,000.00	\$ 847.22
			\$ 847.22

Estimated Repayment Schedule:

PRINCIPAL	\$	250,000.00	
ACCRUED INT	\$	847.22	DUE 28-AUG-02
AMORTIZED INT	\$	53,143.05	
TOTAL TO BE REPAYED	\$	303,990.27	

SEMI ANNUAL LOAN REPAYMENT \$ 7,772.90

PMT #	DUE	INTEREST	PRINCIPAL	LOAN BALANCE
				250,000.00
1	28-Feb-03	2,500.00	5,272.90	244,727.10
2	28-Aug-03	2,447.27	5,325.63	239,401.47
3	28-Feb-04	2,394.01	5,378.88	234,022.59
4	27-Aug-04	2,340.23	5,432.67	228,589.92
5	27-Feb-05	2,285.90	5,487.00	223,102.92
6	27-Aug-05	2,231.03	5,541.87	217,561.05
7	27-Feb-06	2,175.61	5,597.29	211,963.76
8	28-Aug-06	2,119.64	5,653.26	206,310.50
9	28-Feb-07	2,063.10	5,709.79	200,600.70
10	28-Aug-07	2,006.01	5,766.89	194,833.81
11	28-Feb-08	1,948.34	5,824.56	189,009.25
12	27-Aug-08	1,890.09	5,882.81	183,126.45
13	27-Feb-09	1,831.26	5,941.63	177,184.81

14	27-Aug-09	1,771.85	6,001.05	171,183.76
15	27-Feb-10	1,711.84	6,061.06	165,122.70
16	28-Aug-10	1,651.23	6,121.67	159,001.03
17	28-Feb-11	1,590.01	6,182.89	152,818.14
18	28-Aug-11	1,528.18	6,244.72	146,573.42
19	28-Feb-12	1,465.73	6,307.16	140,266.26
20	27-Aug-12	1,402.66	6,370.24	133,896.02
21	27-Feb-13	1,338.96	6,433.94	127,462.08
22	27-Aug-13	1,274.62	6,498.28	120,963.80
23	27-Feb-14	1,209.64	6,563.26	114,400.54
24	28-Aug-14	1,144.01	6,628.89	107,771.65
25	28-Feb-15	1,077.72	6,695.18	101,076.47
26	28-Aug-15	1,010.76	6,762.13	94,314.33
27	28-Feb-16	943.14	6,829.76	87,484.58
28	27-Aug-16	874.85	6,898.05	80,586.53
29	27-Feb-17	805.87	6,967.03	73,619.49
30	27-Aug-17	736.19	7,036.70	66,582.79
31	27-Feb-18	665.83	7,107.07	59,475.72
32	28-Aug-18	594.76	7,178.14	52,297.58
33	28-Feb-19	522.98	7,249.92	45,047.65
34	28-Aug-19	450.48	7,322.42	37,725.23
35	28-Feb-20	377.25	7,395.65	30,329.58
36	27-Aug-20	303.30	7,469.60	22,859.98
37	27-Feb-21	228.60	7,544.30	15,315.68
38	27-Aug-21	153.16	7,619.74	7,695.94
39	27-Feb-22	76.96	7,695.94	0.00
		<u>\$ 53,143.05</u>	<u>\$ 250,000.00</u>	

REPAYMENTS SHALL BE MADE PAYABLE TO:
TREASURER, STATE OF NEW JERSEY

ALL LOAN REPAYMENTS SHALL BE TRANSMITTED TO:
NEW JERSEY DEPT. OF ENVIRONMENTAL PROTECTION
BUDGET AND FINANCE
OFFICE OF TRUST FUND MANAGEMENT
P.O. BOX 420
TRENTON, NEW JERSEY 08625

SCHEDULE B

Special Conditions

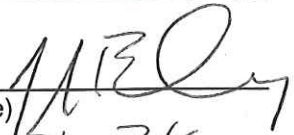
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SIGNATURES

LOCAL UNIT ATTORNEY

Reviewed and approved

On 9-4-02, 20

(signature) 
(print name) John B. Kearney

Local Unit Attorney

LOCAL UNIT CHIEF EXECUTIVE OFFICER

By: 
(signature)

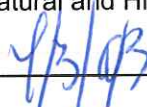
Frank DeLucca, Mayor
(print name and title)

Date: 9-9-02

Attach Authorizing Resolution

STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: 
(signature) Marc A. Matsil, Assistant Commissioner
for Natural and Historic Resources

Date: 

Reviewed and approved as to
form on January 15, 2002
David Samson, Attorney General of New Jersey
By: Randall L. Pease, Deputy Attorney General

Reviewed and approved as to
Form on September 24, 1997
By: State Treasurer
(loan project only)

EXHIBIT 1

Declaration

DECLARATION OF ENCUMBRANCE

Borough of Lindenwold
Camden County

TO

THE STATE OF NEW JERSEY
Department of Environmental Protection

Record and return to:

Department of Environmental Protection
Green Acres Program
P.O. Box 412
Trenton, New Jersey 08625-0412

Attention: Phillip M. Collins

Prepared by:
Phillip M. Collins

DECLARATION OF ENCUMBRANCE

This Declaration of Encumbrance is made this _____ day of _____, 200__, by the Borough of Lindenwold, County of Camden, ("Local Unit"), whose mailing address is 2001 Egg Harbor Road, Lindenwold, New Jersey 08021-1494.

The Local 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:

Lindenwold Sports Complex
Project # 0422-97-083
As approved on December 20, 1999

The attached exhibit to this Declaration is labeled "Recreation and Open Space Inventory," comprising 6 pages. This exhibit is incorporated into, and forms a part of this Declaration.

The Local 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 N.J.S.A. 13:8A-1 et seq., N.J.S.A. 13:8A-19 et seq., N.J.S.A. 13:8A-35 et seq., N.J.A.C. 7:36-1.1 et seq., and all of the Green Acres Bond Acts (collectively, 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 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 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.

Witnessed By:

David L. Thompson *Thompson*
(official designated in resolution)

STATE OF NEW JERSEY)

SS

COUNTY OF CAMDEN)

I CERTIFY that on 9-9-02 personally came before me
Frank DeLuca and stated to my satisfaction that he/she is the individual
who 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
Lindenwold Borough (municipality) represented by him/her as
Mayor.

Jane E. Barber
(print name and title below signature)

JANE E. BARBER
Notary Public of New Jersey
My Commission Expires March 28, 2006

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

A Local Unit which receives a loan or grant from the New Jersey Green Acres Program shall not dispose of, or divert to a use for other than recreation and conservation purposes, any lands (1) acquired or developed with Green Acres or Federal Land and Water Conservation Fund assistance or (2) held by the Local Unit for recreation and conservation purposes at the "time of receipt of Green Acres funds" (the restricted lands) N.J.S.A. 13:8A-47. The primary purposes of this recreation and open space inventory (ROSI) are to document all restricted lands and to provide notice of the restrictions to title searchers.

Instructions

All restricted lands must be described on the completed ROSI by their block and lot identification numbers as shown on the current, official tax map and specify whether or not each parcel is funded or unfunded parkland. The Local Unit shall submit a tax map current as of the date of Green Acres application showing each parcel of parkland listed on the ROSI, with the approximate boundaries of each such parcel clearly marked in colored ink. Staff knowledgeable of the Local Unit's land use regulations and the uses of its land holdings must complete this ROSI. If only a portion of a current tax lot is to be restricted, the phrase *part of* or *portion of* shall be used on the ROSI. Deletion or omission of lands listed on previously submitted ROSI's is prohibited without prior written approval of the Green Acres Program (See N.J.A.C. 7:36-20.3).

The completed ROSI must be duly executed and certified by the Local Unit's Chief Executive Officer and planning board chairperson (or equivalent). 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, including this Page 1 and the following Page 2, of the ROSI must be submitted.

Special Notes

Lands held 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 Unit.

If lands held by the Local Unit for recreation and conservation purposes are omitted from this 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. This ROSI, as completed and duly executed, shall be incorporated into, and be a part of, both (1) the Green Acres Project Agreement and (2) the Declaration of Encumbrance.

Recommendations

The Local Unit's planning board, and other boards or commissions, are encouraged to participate in the preparation and review of this ROSI. When preparing the ROSI, the listed parcels of parkland should be confirmed by reference to the tax maps that are required to be submitted as part of the Green Acres application (See N.J.A.C. 7:36-6.4(a)3ii or 12.4(a)4ii).

The Local Unit's 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.

The Local Unit's governing body should officially and permanently dedicate all lands held for recreation and conservation purposes. However, failure to do so shall have no effect on the validity of the Declaration.

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

Definitions

For the purposes of this ROSI, the following definitions shall apply whenever the quoted words, or a form of the word are used:

"Declaration" means the recordable, written instrument executed by the Local Unit which declares that all of the Local Unit's funded and unfunded parklands are subject to Green Acres restrictions.

"Development" means any improvement or physical alteration designed to expand or enhance the use of parkland for recreation and conservation purposes.

"Funded parkland" means parkland that a Local Unit has acquired or that a Local Unit has developed with Green Acres funding.

"Held" means owned, leased, or otherwise controlled (by the Local Unit for recreation and conservation purposes).

"Lands" means real property, including improvements, rights-of-way, riparian and other rights, easements, privileges, and any other rights or interests in, relating to, or connected with real property.

"Local Unit" means a municipality or county, or other local political subdivision of this State, or any agency thereof whose primary purpose is to acquire, administer, protect, develop, and maintain lands for recreation and conservation purposes.

"Parkland" means land acquired, developed, and/or used for recreation and conservation purposes.

"Recreation and conservation purposes" means the use of lands for parks, natural areas, forests, camping, fishing, reservoirs, water reserves, wildlife preserves, hunting, boating, winter sports and similar uses for either public outdoor recreation or conservation of natural resources, or both, pursuant to the Green Acres Bond Acts. This term also 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; and the use of ecological and biological study areas pursuant to P.L. 1989, c.183; P.L. 1992, c.88; and P.L. 1995, c.204.

"ROSI" mean the listing of all parcels of land held by a Local Unit for recreation and conservation purposes at the time of receipt of Green Acres funds, including a description sufficient to identify each such parcel.

"Time of receipt of Green Acres funds" means at all times beginning on the date of the letter from the Department under N.J.A.C. 7:36-6.7 or 12.5 notifying the Local Unit of the amount of the Green Acres funding award and ending on the date of receipt of the first transmittal of Green Acres funds.

"Unfunded parkland" means parkland, other than funded parkland, that is held by the Local Unit for recreation and conservation purposes at the time of receipt of Green Acres funds.

Legislative References

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. (as amended and supplemented); N.J.A.C. 7:36-1 et seq.; 16 U.S.C. 4601-4 et seq.

EXHIBIT 1 to DECLARATION
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 Z-0422T254-01.DWG by Remington & Vernick Engineers and is dated July 20, 2001.

Developed and Partially Developed Lands Held for Recreation and Conservation Purposes
 (*Numerical Key)

<u>Key</u>	<u>Municipal Location</u>	<u>Name</u>	<u>Block</u>	<u>Lot</u>	<u>Acre</u>	<u>Funded/Unfunded</u>
1.	Holland St. & Walnut Ave.		26	2	0.69	Unfunded
2.	Holland St. & Walnut Ave.		26	3	1.38	Unfunded
3.	Emerson St. & Myrtle Ave.		83	1	3.44	Unfunded
4.	W. Linden & Lincoln Ave.	Lincoln Avenue Playground	123	1.07	0.14	Unfunded
5.	W. Linden & Lincoln Ave.	Lincoln Avenue Playground	123	1.08	0.14	Unfunded
6.	W. Linden & Lincoln Ave.	Lincoln Avenue Playground	123	1.09	0.14	Unfunded
7.	W. Linden & Lincoln Ave.	Lincoln Avenue Playground	123	1.11	0.14	Unfunded
8.	W. Linden & Lincoln Ave.	Lincoln Avenue Playground	123	1.13	0.14	Unfunded
9.	W. Linden & Lincoln Ave.	Lincoln Avenue Playground	123	1.15	0.14	Unfunded
10.	W. Linden & Lincoln Ave.	Lincoln Avenue Playground	123	1.16	0.14	Unfunded
11.	W. Linden & Lincoln Ave.	Lincoln Avenue Playground	123	1.18	0.14	Unfunded
12.	W. Linden & Lincoln Ave.	Lincoln Avenue Playground	124	12	0.57	Unfunded
13.	W. Linden & Lincoln Ave.	Lincoln Avenue Playground	124	13	0.43	Unfunded
14.	Park & 4 th	Park Ave. Field	176	1	0.199	Unfunded
15.	Park & 4 th	Park Ave. Field	176	5	0.115	Unfunded
16.	Park & 4 th	Park Ave. Field	176	12	0.7	Unfunded
17.	Lake Blvd. & First	Boy Scouts Camp	181	10	0.83	Unfunded
18.	Wright & Third	Wright Ave. Playground	192	17	1.2	Unfunded
19.	Third & Columbia	Wright Ave. Playground	192	31	0.73	Unfunded
20.	Wright & Third Ave.	Wright Ave. Playground	193	11	5.07	Unfunded
21.	Homesite & Tenth Ave.		223	10	0.115	Unfunded
22.	Aston-Martin Drive		238.11	16	0.33	Unfunded
23.	United States Ave.	Lindenwold Park	244	11.02	5.18	Unfunded
24.	United States Ave.	Lindenwold Park	244	11.03	11.83	Unfunded
25.	United States Ave.	Lindenwold Park	244	11.04	2.345	Unfunded
26.	United States Ave.	Lindenwold Park	244	11.05	7.31	Unfunded
27.	United States Ave.	Lindenwold Park	245	1	1.2	Funded
28.	United States Ave.	Lindenwold Park	246	1	3.9	Funded
29.	United States Ave.	Lindenwold Park	247	1	4.8	Funded

Subtotal of Acres on this page 53.48

Total Acres of developed and partially developed lands from all pages of this ROSI 70.98

**EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY
(Continued)**

Local Unit: Borough of LindenwoldCounty: Camden

NOTE: All lands held for recreation and conservation purposes (I) 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 Z-0422T254-01.DWG by Remington & Vernick Engineers and is dated July 20, 2001.

Developed and Partially Developed Lands Held for Recreation and Conservation Purposes
(*If necessary, use the first page following & after Page 4 for additional developed and partially developed lands)

<u>Key</u>	<u>Municipal Location</u>	<u>Name</u>	<u>Block</u>	<u>Lot</u>	<u>Acre</u>	<u>Funded/Unfunded</u>
1.	United States Ave.	Lindenwold Park	248	1	3.6	Funded
2.	United States Ave.	Lindenwold Park	248	2	2.56	
3.	United States Ave.	Lindenwold Park	249	4	2.56	Funded
4.	Egg Harbor Rd. & U. S. Ave.	Carlton Rouh Field	251	4	8.35	Unfunded *
5.	U.S. Ave. & Winthrop		292	2.01	0.43	Unfunded

* Block 251 Lot 1 of the Carlton Rouh Field was funded but has been consolidated into Block 251, Lot. 4.

Subtotal of Acres on this page 17.5

Total Acres of developed and partially developed lands from all pages of this ROSI 70.98

**EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY
(Continued)**

Local Unit: Borough of LindenwoldCounty: Camden

NOTE: All lands held for recreation and conservation purposes (I) 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 Z-0422T254-01.DWG by Remington & Vernick Engineers and is dated July 20, 2001.

**Wholly Undeveloped Lands Held for Recreation and Conservation Purposes
(*Alphabetical Key)**

<u>Key</u>	<u>Municipal Location</u>	<u>Name</u>	<u>Block</u>	<u>Lot</u>	<u>Acre</u>	<u>Funded/Unfunded</u>
A.	Clementon Ave. & Grant	Wildlife Conservation	61	1	0.499	Funded
B.	Clementon Ave. & Grant	Wildlife Conservation	62	1.01	1.9	Funded
C.	Clementon Ave. & Grant	Wildlife Conservation	63	1	4.6	Funded
D.	Eisenhower Ave.	Wildlife Conservation	64	5	1.75	Funded
E.	Truman Ave.	Wildlife Conservation	65	6	1.63	Funded
F.	Truman Ave. & Jackson	Wildlife Conservation	66	5	0.115	Funded
G.	Columbia Ave. & RR ROW		168	4	1.59	Unfunded
H.	Columbia Ave. & RR ROW		168	5	1.61	Unfunded
I.	Columbia Ave. & RR ROW		168	6	1.263	Unfunded
J.	Columbia Ave. & RR ROW		168	6.01	0.791	Unfunded
K.	Laurel Rd. & Timber Creek	YWCA	238.07	1	10.5	
L.	United States Ave.		244	10	7.3	Funded
M.	US Ave. & Crystal Lake		296	1	1	Unfunded
N.	US Ave. & Crystal Lake		299.03	22	2.18	Unfunded

Subtotal of Acres on this page 36.73

Total Acres of wholly undeveloped lands from all pages of this ROSI 36.73

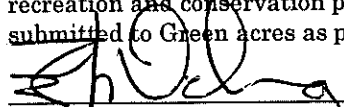
EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY
(Continued)

Wholly Undeveloped Lands Held for Recreation and Conservation Purposes
(* Alphabetical Key)

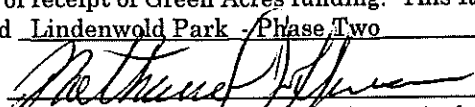
Subtotal of Acres on this page 0

Total Acres of wholly undeveloped lands from all pages of this ROSI 36.73

CERTIFICATION: I HEREBY CERTIFY that this Exhibit 1 to Declaration, comprising 4 total pages, is a complete and accurate listing of all lands held by the Local Unit, as of this 14 day of January, 2002, for recreation and conservation purposes during the time of receipt of Green Acres funding. This ROSI is being submitted to Green acres as part of the project entitled Lindenwold Park - Phase Two.



Chief Executive Officer of Local Unit
Date: January 14, 2002



Planning Board Chairperson (or equivalent)
Date: January 14, 2002

This Certification is to be signed only on this page, Page 4, EXHIBIT 1 to DECLARATION.



State of New Jersey

Christine Todd Whitman
Governor

Department of Environmental Protection

Robert C. Shinn, Jr.
Commissioner

Natural and Historic Resources

P.O. Box 404

Trenton, NJ 08625-0404

Tele. # 609-292-3541

Fax # 609-984-0836

December 20, 1999

Honorable Frank Delucca, Jr.
Mayor, Borough of Lindenwold
2001 Egg Harbor Road
Lindenwold, NJ 08021-1494

RE: 0422-97-083
Sports Complex Development
Lindenwold Borough, Camden County

Dear Mayor Delucca:

I am pleased to inform you that Lindenwold Borough's application to the Department of Environmental Protection has qualified for a Green Acres loan of \$250,000 and a grant of \$250,000. This funding is contingent upon the passage of an FY 2000 legislative appropriation.

Outdoor recreation facilities are an important part of what makes New Jersey a great place in which to live. I congratulate you on your efforts to improve and expand the recreational opportunities in this state. Lindenwold Borough's contribution in operating and maintaining this park will help preserve a valuable resource for future generations.

Martha Sapp of the Green Acres staff will be responsible for guiding you through this project. Please contact her at (609) 984-0570 to discuss the next steps in this process.

We look forward to working with Lindenwold Borough toward the successful completion of this important project.

Sincerely,

Cari J. Wild, Assistant Commissioner
Natural and Historic Resources

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