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Prepared By: Kelly Christopher

Kelly Christopher

Green Acres Program
Department of Environmental Protection

GREEN ACRES PROJECT AGREEMENT

BETWEEN

THE STATE OF NEW JERSEY

BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

WEST ORANGE TOWNSHIP

ESSEX COUNTY

Project No. 0722-25-034
Date:_____

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

GREEN ACRES PROJECT AGREEMENT

BETWEEN the West Orange Township, Essex County, having offices at 66 Main Street, West Orange, NJ 07052, hereinafter "Local Government Unit", and

The State of New Jersey by the Department of Environmental Protection, Green Acres Program, Mail Code 401-07B, P.O. Box 420, Trenton, New Jersey 08625-0412, 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 the Local Government Unit's request and awarded funding ("Green Acres Funds"); and

WHEREAS, the Parties wish to execute this 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,

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: West Orange Township

PROJECT NUMBER: 0722-25-034

TYPE OF PROJECT: _____ Acquisition __X__ Development ____ Stewardship

PROJECT NAME: Colgate Park Playground

APPROVED PROJECT SCOPE:

West Orange Township has requested funding to replace an existing playground with a Completely Inclusive Playground at Colgate Park, located at Cherry Street and Franklin Avenue. Proposed improvements include the installation of multiple play components including access boards, ramps, and transfer stations, and a poured-in-place rubber safety surface. The Township also proposes benches and landscaping with pollinator plants. These improvements will replace outdated and inaccessible equipment and provide an interactive environment for children of all abilities.

PROJECT LOCATION:

Cherry Street & Franklin Ave
Block 125.02 Lot 106

ALLOCATION OF PROJECT COST:

LOCAL GOVERNMENT UNIT SHARE:		**$167,030**
State Loan	**$ 0.00**	
State Grant	**$503,000.00**	
STATE SHARE*		**$503,000.00**
OTHER SHARE		**$ 0**
ESTIMATED TOTAL COST FOR APPROVED PROJECT		**$670,030**

*State Funds Governed under this Project Agreement:		Grant:	Loan:	Expenditure Status/ Deadline:
P.L. 2025 C. 119	75.00%	**$503,000.00**	**$ 0.00**	Expires two years from effective date of agreement

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; P.L. 2016, c.12; P.L. 2019, c. 136); and any State general obligation bond act that may be subsequently 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 be grounds for termination 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 be grounds for termination 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 by 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., Diane B. Allen Equal Pay Act, N.J.S.A. 34:11-56.13, the Worker and Community Right to Know Act, N.J.S.A. 34:5A-1, et seq., and 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 subcontractor, where applicable, shall not discriminate, and shall abide by all anti-discrimination laws, including, but not limited to, 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 et seq.; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; and all rules and regulations promulgated pursuant thereto, as amended and supplemented from time to time, including but not limited to, N.J.A.C. 17:27-1.1, et seq. Other laws may impose additional non-discrimination requirements with which the Local Government Unit must comply. These laws include, but are not limited to, Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Title VII of the Civil Rights Act of 1964; and the Fair Housing Act.

The Local Government Unit shall comply with all applicable provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq.

h) The Local Government Unit and its subcontractors shall comply with the provisions of N.J.S.A. 52:32-4 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) For development or historic preservation projects, the Local Government Unit shall construct a sign designed to specifications provided by the State, which the Local Government Unit shall erect at the Approved Project Site and maintain 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 the 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 MacBride 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.

u) The Local Government Unit shall comply with the following documents:

1. Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid; and,
2. State Grant Compliance Supplement, available at: https://www.nj.gov/treasury/omb/stategrant.shtml

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

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 Subpart F of 2 CFR Part 200 – Audit Requirements and the Current State OMB Circular titled "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 final action taken; 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 and N.J.S.A. 13:8C-32(b))

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 State 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 and the Green Acres Laws, 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. **INSURANCE**

The Local Government Unit shall maintain, in force for the term of this agreement, insurance as provided herein. The coverages shall be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey with an A-VIII or better rating by A.M. Best & Company, or through formal, fully funded self-insurance programs authorized by law and acceptable to the State. The certificates of insurance shall indicate the grant number and title of the grant in the "Description of Operations" box. All policies must be endorsed to provide thirty (30) days' written notice of cancellation or material change to the State at the following address: PO Box 420, 428 East State Street, 4th Floor, Trenton, NJ 08625-0420. If the Local Government Unit's insurer cannot provide thirty (30) days written notice, then it will become the obligation of the Local Government Unit to provide same. Unless current documentation is already on file, the Local Government Unit must, within thirty (30) days after the effective date of this agreement, provide to the State current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this agreement. Renewal certificates shall be provided within thirty (30) days of the expiration of the insurance. No payments shall be made under this agreement until acceptable documentation of insurance coverage is received. The minimum required coverages are:

A. Commercial General Liability: The minimum limit of liability shall be $1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include the State of New Jersey as an "Additional Insured" and include the blanket additional insurance endorsement or its equivalent. The policy shall include coverage for contractual liability and products liability. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of the coverage.

B. Automobile Liability Insurance, which shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than $1,000,000 per accident as a combined single limit. The State of New Jersey must be named as an "Additional Insured" and include the blanket additional insurance endorsement or its equivalent when the services being procured involve vehicle use on the State's behalf or on

State controlled property.

C. Worker's Compensation Insurance in accordance with the laws of the State of New Jersey and Employer's Liability Insurance with limits not less than: (i) $1,000,000 Bodily Injury, Each Occurrence; (ii) $1,000,000 Disease Each Employee; and (iii) $1,000,000 Disease Aggregate Limit.

D. These amounts may be raised when deemed necessary by the State.

7. INDEMNIFICATION

The Local Government Unit shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost including, where the agreement is funded, in whole or in part, by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, damages) arising, or claimed to arise, from, in connection with, or as a result of, the Local Government Unit's performance, attempted performance, or failure to perform in connection with this agreement (collectively, "performance"), regardless of whether such performance was undertaken by the Local Government Unit, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the Local Government Unit had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage.

The Local Government Unit (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The Local Government Unit shall not assert any defense which would be available to the State but not to the Local Government Unit, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. As soon as practicable after it receives a claim for damage made against it, the State shall notify the Local Government Unit in writing and shall have a copy of such claim forwarded to the Local Government Unit. The Local Government Unit's indemnification and liability set forth herein is not limited by but is in addition to the insurance obligations contained in paragraph 6 above.

In the event of a patent and copyright claim or suit, the Local Government Unit, at its option and sole expense, may (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the expended grant amount less a reasonable allowance for use that is

agreed to by both parties.

This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this 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.

8. **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, pursuant to N.J.S.A. 13:8C-53.1 and other statutory authority initiate a civil action seeking appropriate relief, including but not limited to temporary or permanent injunctive relief, or to seek specific enforcement, without posting bond, or the State may levy a civil administrative penalty or bring an action for a civil penalty, it being acknowledged by the Parties that any actual or threatened failure to comply may 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.

9. 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.

c) The State may terminate this Project Agreement pursuant to Paragraph 8 above.

10. 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 and may be subject to additional legislative approval, if any, pursuant to N.J.S.A. 13:8C-23.

11. 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. 7:36-6.3 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)).

12. **OPTIONAL PROVISIONS IMMEDIATELY FOLLOWING ATTACHED**

Schedule A:	Loan Terms and Conditions (Loan Projects Only)	[ ] YES	[X] NO
Schedule B:	Special Conditions	[X] YES	[ ] NO

13. **ATTACHMENT**

Exhibit 1: Declaration of Encumbrance

14. **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 State; (2) If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then

proceed to formal mediation conducted by the State, and, if mediation is not successful, 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. Nothing contained in this Project Agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Local Government Unit or contractors or subcontractors.

l) This Project Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which, taken together, shall constitute one and the same instrument.

m) Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.

n) The Local Government Unit must submit with this Local Project Agreement a copy of an ordinance or resolution, duly enacted by the governing body of the Local Government Unit authorizing execution of this Local Project Agreement and setting forth its awareness of the work required to be performed under this Local Project Agreement, that it has the capabilities and credentials required by this Local Project Agreement, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this Local Project Agreement.

SCHEDULE B
Special Conditions

ROSI Under Review

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.

(1) Page(s)

SIGNATURES

LOCAL GOVERNMENT UNIT ATTORNEY

Reviewed and approved

on October 23, 2025

(signature)

Mark Sinnardo

(print name)

LOCAL GOVERNMENT UNIT INDIVIDUAL AUTHORIZED BY RESOLUTION

By: _____

(signature)

_____

(print name and title)

Date: _____

ATTACH AUTHORIZING RESOLUTION

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____

Martha S. Sapp
Director, Green Acres Program

Exhibit 1

Declaration of Encumbrance

DECLARATION OF ENCUMBRANCE

WEST 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 401-07B
P. O. Box 420
Trenton, New Jersey 08625-0420

Attention: **Kelly Christopher**

Prepared by: Kelly Christopher
Kelly Christopher

PA5

DECLARATION OF ENCUMBRANCE

This Declaration of Encumbrance is made this _____ day of _____, 20__, by the West Orange Township , Essex County, ("Local Government Unit"), whose mailing address is 66 Main Street, West Orange, NJ 07052.

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:

Colgate Park Playground
Project # 0722-25-034
As approved on April 25th, 2025

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 PA21

LOCAL GOVERNMENT UNIT CHIEF
EXECUTIVE OFFICER PA22

Reviewed and approved

on October 23, 2026 By: _____
(signature)

_____
(signature)

_____
(print name and title)

Mark Simmons
(print name)

Date: _____

STATE OF NEW JERSEY)
) ss
COUNTY OF ESSEX)

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)

NJDEP – 2025 Green Acres Program
Jake's Law Application

Recreation and Open Space Inventory (ROSI)

New Camden Park Playground Improvements
County of Camden

SAMPLE ROSI SHEETS - DO NOT RECORD OR INCLUDE IN FINAL DECLARATION OF ENCUMBERANCE

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)	GA Encumbered Acres	Co-Owners? (Y / N)	Green Acres Funded? (F / U)	EIFP Funded? (Y / N)	Notes
						Note 1	Note 2	Note 3	Note 4	Note 5	
1	BROWN LANE	WOODED VACANT LAND	12	1	2.5	N	2.5	N	U	Y	
2	BROWN LANE	WOODED VACANT LAND	12	2	2.5	Y	1.95	N	U	N	other portion of lot is the town library.
3	BROWN LANE	WOODED VACANT LAND	12	3	1.8	Y	1.6	N	U	N	
4	HITCHCOCK ROAD	GIBBONS PARK	54	14	7.8	N	7.8	Y	F	N	

Total of all fee simple Green Acres-encumbered acres on this page only: **13.85**
Total of all fee simple Green Acres-encumbered acres from all pages of this ROSI: **99.01**
Total of all Green Acres-encumbered acres from all pages of this ROSI: **117.11**

Note 1: For properties that are only partially held for recreation/conservation (such as a 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? If yes, please note the managing entity.
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? If yes, please identify the number of acres acquired.

Lands Held in Conservation Restriction 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)	GA Encumbered Acres	Co-Owners? (Y / N)	Green Acres Funded? (F / U)	Notes
						Note 1	Note 2	Note 3	Note 4	
A.	RIDGE AVENUE	GREEN LINK TRAIL	7	3	48	Y	2.6	N	F	50' wide trail easement
B.	BAY AVENUE	BAY EASEMENT	33	4	17.3	N	17.3	Y	U	
C.	HORSESHOE COURT	BAY EASEMENT	33	4.01	14.2	N	14.2	N	U	

Total of all conservation easement Green Acres-encumbered acres on this page only: **34.10**
Total of all conservation easement Green Acres-encumbered acres (from all pages of this ROSI): **34.10**

Note 1: For properties that are only partially held for recreation/conservation (such as a 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? If yes, please note the managing entity.
Note 4: F = Funded by Green Acres; U = Unfunded (i.e., no Green Acres funding utilized)

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)	GA Encumbered Acres	Lease or Use Agreement Expiration Date	Underlying Landowner	Green Acres Funded? (F / U)	Notes
						Note 1	Note 2			Note 3	
I.	GRAND AVENUE	SCHOOL TENNIS COURTS	21	7.1	14	Y	14	4/1/2016	BOE	U	
II.	BIG GREEN COMPANY WAY	BALLFIELDS	49	1	56	N	3	3/15/2020	BIG GREEN CO	U	

Total of all leased Green Acres-encumbered acres: **17.00**

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)

do not include in recorded document

Local Unit: Township of West orange County: Essex

Date:

Comparision of Properties with Block & Lot Changes

Municipal Location per tax records	Name of Park / Facility	*OLD* Information		*NEW* Information		Notes
		Block No.	Lot No.	Block No.	Lot No.	
Mountain Ave		85.02	4.02	85.02	9.01	lots merged and lot changed
Mountain Ave		85.02	7.01	85.02	9.01	lots merged and lot changed
Mountain Ave		85.02	8	85.02	9.01	lots merged and lot changed
Mountain Ave		85.02	9	85.02	9.01	lots merged and lot changed
Mountain Ave		85.02	13	85.02	9.01	lots merged and lot changed

RECREATION AND OPEN SPACE INVENTORY

Local Unit: Township of West orange 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 loca government unit. The official map used for this ROSI is named and is dated , 20 . 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-Owners? (Y / N) Note 3	Green Acres Funded? (F / U) Note 4	EIFP Funded? (Y / N) Note 5	Notes
19	108 WOODLAND AVENUE	PECKMAN RIVER CORRIDOR	152.23	5	0.3124			N			
20		PECKMAN RIVER CORRIDOR	152.23	7				N			Privately owned w/ a house -
21	WOODLAND & NICHOLAS REAR	PECKMAN RIVER CORRIDOR	152.23	7.01	0.2747			N			
22		PECKMAN RIVER CORRIDOR	152.23	8.01	0.186			N			merged with lot 5
23	51 CONFORTI AVENUE	DEGNAN PARK	154	20.02	1.333	N	1.333	N	F		
24	ALISA DRIVE	DEGNAN PARK	154.19	6	9.7932	N	9.7932	N	F		
25	HOOPER AVENUE	WEST BRANCH RAHWAY RVR	154.21	10	0.1148			N			
26	HOOPER AVENUE	WEST BRANCH RAHWAY RVR	154.21	11	0.1148			N			
27	HOOPER AVENUE	WEST BRANCH RAHWAY RVR	154.21	9	0.1148			N			
28	25 MT. PLEASANT PLACE	MINISH PARK	155.07	36	1.2909	N	1.2909	N	U		
29	LANCASTER TERRACE	MINISH PARK	155.11	10		N		N	U		combined w/ lot 8 total 75x100
30	LANCASTER TERRACE	MINISH PARK	155.11	11		N		N	U		no such lot
31	LANCASTER TERRACE	MINISH PARK	155.11	12	0.1148	N	0.1148	N	U		
32	LANCASTER TERRACE	MINISH PARK	155.11	13		N		N	U		no such lot
33	LANCASTER TERRACE	MINISH PARK	155.11	14	0.1148	N	0.1148	N	U		
34	LANCASTER TERRACE	MINISH PARK	155.11	15		N		N	U		no such lot
35	LANCASTER TERRACE	MINISH PARK	155.11	16	0.1148	N	0.1148	N	U		
36	LANCASTER TERRACE	MINISH PARK	155.11	17		N		N	U		no such lot
37	LANCASTER TERRACE	MINISH PARK	155.11	18	0.1148	N	0.1148	N	U		

Total of all fee simple Green Acres-encumbered acres on this page only: **12.88**

RECREATION AND OPEN SPACE INVENTORY

Local Unit: Township of West orange 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 and is dated , 20 . 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-Owners? (Y / N) Note 3	Green Acres Funded? (F / U) Note 4	EIFP Funded? (Y / N) Note 5	Notes
38	LANCASTER TERRACE	MINISH PARK	155.11	19		N		N	U		No such lot
39	LANCASTER TERRACE	MINISH PARK	155.11	20	0.1148	N	0.1148	N	U		
40	LANCASTER TERRACE	MINISH PARK	155.11	21		N		N	U		no such lot
41	LANCASTER TERRACE	MINISH PARK	155.11	22	0.1148	N	0.1148	N	U		
42	LANCASTER TERRACE	MINISH PARK	155.11	23		N		N	U		no such lot
43	LANCASTER TERRACE	MINISH PARK	155.11	24	0.1148	N	0.1148	N	U		
44	LANCASTER TERRACE	MINISH PARK	155.11	8	0.1722	N		N	U		Lot 10 combined with lot 8
45	LANCASTER TERRACE	MINISH PARK	155.11	9		N		N	U		no such lot
46	415 VALLEY ROAD	JENKINS PARK	16	5	1.23	N	1.2300	N	U		
47		JENKINS PARK	16	5.01		N		N	U		merged with lot 5
48		JENKINS PARK	16	5.02		N		N	U		merged with lot 5
49	CHERRY LANE	SOUTH MOUNTAIN RES	162	2	100			N			Not West Orange - City of Orange
50	DOGWOOD + DOGWOOD DR	BOLAND PARK	165.06	1	18.52	N	18.5200	N	U		
51	395 ST. CLOUD AVENUE	STAGG FIELD	168	25	10.07		10.0700		U		owned by BOE
52	ELLISON AVENUE REAR	O'CONNOR PARK	172	29	14.99	N	14.9900	N	F		
53	ELLISON AVENUE REAR	O'CONNOR PARK	172	29.02	6.813	N	6.8130	N	F		
54	DE CHURCH ROAD	TOWNSHIP PROPERTY	172.22	6	5.6			N			
55	CLUB BLVD & GILBERT PL	CLUB BLVD PARK	52.01	16	0.1928		0.1928		U		
56	COLLAMORE TERRACE	TOWNSHIP PROPERTY	52.12	17	0.202			N			

Total of all fee simple Green Acres-encumbered acres on this page only: **52.16**

RECREATION AND OPEN SPACE INVENTORY

Local Unit: Township of West orange 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 and is dated , 20 . 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-Owners? (Y / N) Note 3	Green Acres Funded? (F / U) Note 4	EIFP Funded? (Y / N) Note 5	Notes
57	BELGRADE TERRACE	TOWNSHIP PROPERTY	55.04	15	0.2525			N			
58	BELGRADE TERRACE	TOWNSHIP PROPERTY	55.04	16	0.2525			N			
59	MAIN STREET & PARK AVE	LAFAYETTE PARK	61	27	1.03			N			
60		ASAP PROPERTY	85.02	13				N			block and lot changed to 85.02/9.01 merged total acre 4.713
61		ASAP PROPERTY	85.02	4.02				N			block and lot changed to 85.02/9.01 merged total acre 4.713
62		ASAP PROPERTY	85.02	7.01				N			block and lot changed to 85.02/9.01 merged total acre 4.713
63		ASAP PROPERTY	85.02	8				N			block and lot changed to 85.02/9.01 merged total acre 4.713
64		ASAP PROPERTY	85.02	9				N			block and lot changed to 85.02/9.01 merged total acre 4.713
65	MT. PLEASANT AVENUE	ROLLING GREEN	86.05	1	0.3397	N		N	F		lot 2 merged with lot 1 total acre .4937
66		ROLLING GREEN	86.05	2	0.154	N		N	F		Combined with lot 1 total acre .4937
								N			
								N			
								N			
								N			
								N			
								N			
								N			
								N			
								N			
								N			

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

CERTIFICATION:

I HEREBY CERTIFY that this Recreation and Open Space Inventory, comprising _____ total pages, is a complete and accurate listing of all lands held by the Local Government Unit, as of this _____ day of _____, 20____, 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:_____

_____

_____ _____

Chief Executive Officer of Local Government Unit

Planning Board Chairperson (or equivalent)

Date:_____

Date:_____

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)