



**Township Council**  
1 Municipal Plaza  
Bloomfield, NJ 07003

**Louise M. Palagano**  
*Municipal Clerk*

<http://www.bloomfieldtnj.com>

Meeting: 01/17/12 07:00 PM

**2012 RESOLUTION GRANT AGREEMENTS**

**STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION GREEN ACRES ENABLING RESOLUTION FOR FOLEY FIELD RESTORATION**

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

**WHEREAS**, the Township Of Bloomfield desires to further the public interest by obtaining a grant of \$900,000.00 from the State to fund the following project: Renovation of Foley Field through the installation of a synthetic turf, multipurpose field with lighting, track, re-grade and seed of the baseball field, new bleachers, locker rooms, restrooms and concession stand.

**NOW, THEREFORE, BE IT RESOLVED**, the Township of Bloomfield resolves that Mayor Raymond McCarthy or the successor of to the office of the Mayor is hereby authorized to:

- (a) Make application for such a loan or grant.
- (b) Provide additional application information and furnish such documents as may be required.
- (c) Act as the authorized correspondent of the above named applicant, and

**BE IT FURTHER RESOLVED**, by the Mayor and Council of the Township of Bloomfield:

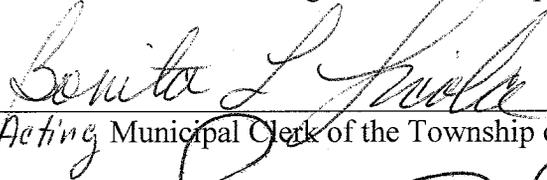
APPROVED AS TO FORM AND PROCEDURE  
ON BASIS OF FACTS SET FORTH

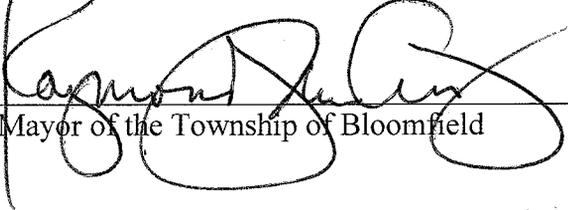
*Brian J. Acosta*  
Attorney of Law, Township Attorney

1. That the mayor of the Township Of Bloomfield is hereby authorized to execute an agreement and any amendment thereto with the State for the project known as the Renovation of Foley Field, and
2. That the applicant has its matching share of the project in the amount of \$900,000.00, and
3. That in the event the State funds are less than the total project cost specified above, the applicant has the balance of the funding necessary to complete the project, and
4. The applicant agrees to comply with all applicable federal, state and local laws, rules and regulations in its performance of the project, and
5. This resolution shall take effect immediately.

\* \* \* \* \*

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on January 17, 2012.

  
 \_\_\_\_\_  
 Acting Municipal Clerk of the Township of Bloomfield

  
 \_\_\_\_\_  
 Mayor of the Township of Bloomfield

✓ Vote Record - Resolution 1362		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Elias Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Michael Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Peggy O'Boyle Dunigan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Approved	Bernard Hamilton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approved by Consensus	Raymond McCarthy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Not Discussed					
<input type="checkbox"/> Tabled with No Vote					
<input type="checkbox"/> Discussed					

Prepared By: Cathy Elliott Shaw  
Cathy Elliott-Shaw

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

**GREEN ACRES PROJECT AGREEMENT**

BETWEEN

THE STATE OF NEW JERSEY

BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

BLOOMFIELD TOWNSHIP

ESSEX COUNTY

       Green Acres Copy  
  /   Local Government Unit Copy

File No. 0702-10-007  
Dated: 2/27/12

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

**GREEN ACRES PROJECT AGREEMENT**

BETWEEN Bloomfield Township  
Essex County  
having its office at 1 Municipal Plaza  
Bloomfield, NJ 07003

hereinafter "Local Government Unit", and the State of New Jersey by the Department of Environmental Protection, Green Acres Program, Mail Code 501-01, P. O. Box 420, Trenton, New Jersey 08625-0420, hereinafter "State",

WITNESSETH:

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

WHEREAS, Local Government 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 Government 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 Government 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 Government 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. 7:36-6.3 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)).

APPROVED PROJECT DESCRIPTION

**LOCAL GOVERNMENT UNIT:** Township of Bloomfield

**PROJECT NUMBER:** 0702-10-007

**TYPE OF PROJECT:** \_\_\_\_\_ Acquisition                        X   Development

**PROJECT TITLE:** Foley Field Restoration

**APPROVED PROJECT SCOPE:**

The Township of Bloomfield, in partnership with the Bloomfield Board of Education, proposes to renovate Foley Field, which is located along JF Kennedy Drive between James Street and Belleville Avenue. In the past Foley Field accommodated high school sports and many community events, however due to unsafe conditions, the facilities have been closed. The Township plans to install a synthetic turf multipurpose field with lighting, track, re-grade and seed the baseball field, new bleachers, locker rooms, restrooms and a concession stand.

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

Block 577; Lot 42  
JF Kennedy Drive between James Street and Belleville Avenue  
Bloomfield Township, Essex County

**ALLOCATION OF PROJECT COST:**

Funds directly from Local Government Unit	\$900,00.00	
Donation through Local Government Unit	\$0	
LOCAL SHARE		\$900,000.00
State Loan	\$0	
State Grant	\$900,000.00	
STATE SHARE		\$900,000.00
OTHER SHARE	\$0	\$0
ESTIMATED TOTAL COST FOR APPROVED PROJECT		\$1,800,000.00

## GENERAL PROVISIONS

### 1. GREEN ACRES LAWS INCORPORATED BY REFERENCE

The Green Acres laws are hereby incorporated into this agreement by reference, as if set forth herein in their entirety. The "Green Acres laws" means all Green Acres Bond Acts (P.L. 1961, c.46; P.L. 1971, c.165; P.L. 1974, c.102; P.L. 1978, c.118; P.L. 1983, c.354; P.L. 1987, c.265; P.L. 1989, c.183; P.L. 1992, c.88; P.L. 1995, c.204; P.L. 2007, c. 119; P.L. 2009, c. 117; and any State general obligation bond act that may be approved after the date of enactment of this act 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.); and the Green Acres rules (N.J.A.C. 7:36-1 et seq.)

### 2. PROJECT ADMINISTRATION

- a) 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.
- b) Local Government Unit shall submit all development plans to the State for review and approval prior to advertisement for bids.
- c) Local Government Unit shall award contracts and subcontracts for the Approved Project free from bribery, graft and other corrupt practices. Local Government Unit shall bear the primary responsibility for the prevention, detection and cooperation in the prosecution of any such conduct. 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. 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.
- d) Local Government 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. 5:34-1 et seq.
- e) Local Government 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. 7:1d-2.1 et seq.

Local Government Unit shall insert in every construction 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. 7:1d-2.2.

- f) Local Government Unit, its contractors and subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.); 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 Government 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 Government Unit shall construct a sign designed to State specifications, which shall be erected and maintained by Local Government Unit during construction of the Approved Project. Upon completion of the Approved Project, the State will provide a permanent sign, which shall be erected and maintained by Local Government Unit in a publicly visible location at the Approved Project site.
- i) 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.
- j) The Local Government 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.
- k) 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 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).

### 3. **DISBURSEMENTS**

- a) Acquisition project costs allowable for funding may include real estate appraisals, preliminary assessments, land surveys, relocation payments, eligible land costs, building demolition costs, and such incidental costs as provided for under N.J.A.C. 7:36-4.10.
- b) Development project costs allowable for funding may include preliminary planning and engineering; engineering plans and specifications; supervision and inspection; construction costs; permit fees; equipment required to make a facility operational; and incidental costs as provided for under N.J.A.C. 7:36-10.6(a)3, such as legal and advertising fees.
- c) State funds may be disbursed to the Local Government Unit in amounts required to pay for incurred or anticipated allowable project costs. Local Government 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 allowable expenditures incurred by the Local Government Unit, the funding amount will be administratively adjusted by the State to reflect actual allowable expenditures.

### 4. **FINANCIAL RECORDS AND AUDITING REQUIREMENTS**

- a) All financial records of Local Government Unit, its contractors and subcontractors shall conform to generally accepted accounting principles.
- b) Local Government 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 Government Unit shall include this requirement in all project-related contracts.

- c) Local Government Unit shall conduct annual audits in conformance with the Single Audit Act, Federal OMB Circular A-133: "Audits of States, Local Governments, and Non-Profit Organizations", and State OMB Circular 04-04-OMB: "Single Audit Policy for Recipients of Federal Grants, State Grants, and State Aid".
- d) Local Government 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**

- a) A Local Government Unit that receives Green Acres funding shall not convey, dispose of, or divert to a use for other than recreation and conservation purposes any lands held by the Local Government Unit for those purposes at the time of receipt of Green Acres funding unless the Local Government Unit obtains prior approval from the Commissioner and the State House Commission. (See N.J.A.C. 7:36-26; N.J.S.A. 13:8A-47(b); and N.J.S.A. 52:20-1.) "Time of receipt of Green Acres funding" means, for a development project, the period from the earlier of the dates listed at 1 and 2 below until the date of the first transmittal of Green Acres funding. For an acquisition project, this term shall mean the period from the earlier of the dates listed at 1 and 2 below until the date of the first transmittal of Green Acres funding for each parcel acquired as part of the project:
  - 1. The date of the letter from the Department notifying the Local Government Unit of the amount of the Green Acres funding award; or
  - 2. The date of the at-risk authorization provided by Green Acres under N.J.A.C. 7:36-6.3 or 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. In accordance with N.J.A.C. 7:36-9.4(g) or 14.5(e), it is to be recorded for the purpose of providing constructive notice of pertinent land use restrictions. Pursuant to the Green Acres laws and N.J.A.C. 7:36-25.3(n), 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 to be acquired under this Project Agreement, the Local Government Unit shall record a deed containing the following clause:

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

6. **INDEMNIFICATION**

The Local Government Unit assumes all risk and responsibility for, and hereby agrees to indemnify, defend and save harmless the State of New Jersey, and its agents, officials, and employees from and against any and all damages, claims, demands, liability, judgments, losses, expenses, or costs arising or claimed to arise from, or in connection with this Agreement, the project, the ownership of the project site, or resulting from acts or omissions

of the Local Government Unit, its employees, agents, contractors or subcontractors. The Local Government Unit shall also, at its own expense, appear, defend and pay all reasonable charges for attorney's fees and all reasonable costs and other expenses arising from and incurred in connection with such claims. The Local Government Unit shall immediately notify the State of any damage or claim for which it or the State might be liable pursuant to this Agreement. Local Government Unit's liability shall be limited to acts or occurrences arising during its period of ownership or other rights in the property. However, its duty to indemnify for such acts and omissions shall continue after the termination or expiration of this Agreement, and shall survive transfer of title.

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

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 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 Government Unit does not comply with any of the requirements of this Project Agreement, or the Green Acres laws, 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 funding 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 or the Green Acres laws, the State may initiate suit for injunctive relief or to seek specific enforcement, without posting bond, it being acknowledged by the parties that any actual or threatened failure to comply will cause irreparable harm to the State and that money damages will not provide an adequate remedy.
- (c) If the State incurs legal or other expenses, including its own personnel expenses, for the collection of payments due or in the enforcement or performance of any of the Local Government Unit's obligations under the Project Agreement, this chapter, or the Green Acres laws, the Local Government Unit shall pay these expenses on demand by the State.
- (d) The State is not required to mitigate any damages to the Local Government Unit resulting from the Local Government Unit's noncompliance with the terms of the Project Agreement or the Green Acres laws.

## 8. TERMINATION

- a) Local Government Unit may unilaterally rescind this Project Agreement at any time prior to Local Government Unit's initial acceptance of Green Acres funding, whether partial or in full, under this

Agreement. After accepting any payment, Local Government 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 Government Unit in connection with this Agreement shall prove to be false or misleading, or if the Local Government Unit fails to comply with the Green Acres rules. N.J.A.C. 7:36-1 et seq.

**9. MODIFICATION OF PROJECT AGREEMENT**

Modifications to the Approved Project Scope and/or Project Location, which do not increase the cost of the Approved Project, 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 amendment executed by the Commissioner of the New Jersey Department of Environmental Protection 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.

**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 of Encumbrance

**13. MISCELLANEOUS**

- a) This Project Agreement constitutes the entire agreement and supersedes all prior agreements and understandings both written and oral between the parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- b) In the event any provision of this 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 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 Local Government 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 Government Unit waives whatever right it may have to trial by jury.
- g) Any affirmative obligation of the Local Government Unit shall survive this Agreement.

**SCHEDULE B**

**Special Conditions**

## **SPECIAL CONDITIONS**

1. Bloomfield Township shall enter into a Green Acres approved, 25 year minimum lease agreement, with the Bloomfield Township Board of Education for the recreation and conservation improvements associated with the Foley Field restoration project scope .

**SIGNATURES**

**LOCAL GOVERNMENT UNIT ATTORNEY**

Reviewed and approved

on January 2, 2012

Brian J. Aloia  
(signature)

BRIAN J. ALOIA  
(print name)

**LOCAL GOVERNMENT UNIT CHIEF  
EXECUTIVE OFFICER**

By:

[Signature]  
(signature)

\_\_\_\_\_  
(print name and title)

Date: \_\_\_\_\_

**ATTACH AUTHORIZING RESOLUTION**

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

By:

[Signature]  
Amy Cradic, Assistant Commissioner for  
Natural and Historic Resources

Date: 2/27/12

Reviewed and approved as to form  
on January 10, 2012

Jeffrey S. Chiesa, Attorney General of NJ

By: Joan M. Scatton

Reviewed and approved as to form

By: State Treasurer

(loan project only)

**Exhibit 1**

Declaration of Encumbrance

DECLARATION OF ENCUMBRANCE

TOWNSHIP OF BLOOMFIELD  
Essex County

TO

THE STATE OF NEW JERSEY  
Department of Environmental Protection

Record and return to:

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

Attention: Cathy Elliott-Shaw

Prepared by:

Cathy Elliott-Shaw  
Cathy Elliott-Shaw

6/14/2011

## DECLARATION OF ENCUMBRANCE

This Declaration of Encumbrance is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by the Township of Bloomfield, Essex County, ("Local Government Unit"), whose mailing address is 1 Municipal Plaza, Bloomfield, NJ 07003.

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:

Foley Field Restoration  
Project # 0702-10-007  
As approved on April 12, 2011

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 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 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 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.



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

A Local Unit which receives a loan or grant from the State of New Jersey, Office of Green Acres 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 Office of Green Acres (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. 460 s.1 et seq.

**EXHIBIT I to DECLARATION  
RECREATION and OPEN SPACE INVENTORY**

Local Unit: **TOWNSHIP OF BLOOMFIELD** County: **ESSEX**

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 current tax amp of Local Unit. The official map used for this ROSI is named **OPEN SPACE MAP** and is dated \_\_\_\_\_, 20\_\_\_\_\_.

**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)

Key	Municipal Location	Name	Block	Lot	Acres	Funded/Unfunded
1)	Broad Street & Bay Avenue	Brookside Park	694	1	5.68	Funded
2)	Broad Street & Liberty Street	Bloomfield Green	242	13	0.38	Unfunded
			246	1	3.03	
			251	1	1.3	
			517	2	0.413	
3)	473 Franklin Street	Cannon Park	255	1	0.053	Unfunded
4)	111 Dewey Street	Clarks Pond South	907	26	1.606	Funded
5)	Dewey Street	Clarks Pond	991	1	1.137	Funded
			991	102	0.37	
			991	103	0.6	
			991	168	0.19	
			991	42	0.5	
			991	78	8.315	
			991	91	0.07	
			991	96	1.137	
			991	97	0.3	
6)	Floyd Avenue & Watsessing Avenue	Felton Field	63	95	2.13	Funded
			63	96	1.58	
7)	1 Orange Street	Gilson Park	95	1	0.058	Unfunded
					<b>28.849</b>	
Subtotal of Acres on <u>this</u> page.....					<b>28.849</b>	

**EXHIBIT I to DECLARATION  
RECREATION and OPEN SPACE INVENTORY**

(Continued)

**Developed and Partially Developed Lands Held for Recreation and Conservation Purposes**

(\*Numerical Key)

*Key	Municipal Location	Name	Block	Lot	Acres	Funded/Unfunded
8)	Parkway West & Vesper Place	Halcyon Park	365	1	0.96	Funded
			372	1	0.52	
			380	1	0.75	
9)	Belleville Avenue	Lower Memorial Park	541	1	5.187	Funded
			541	2	0.55	
10)	75 Spring Street	Upper Memorial Park	541	20	0.915	Funded
			544	70	3.201	
11)	264-272 North 17th Street	Milbank Park	20	3	0.4	Unfunded
			20	9	0.1	
12)	185 Newark Avenue	Morris Canal (Town Path)	306	11,14	0.505	Unfunded
			308	100	3.28	
			308	64	0.032	
13)	Oak Tree Lane	Former Morris Canal	1025	1	0.55	Unfunded
14)	240 Belleville Avenue	Oakside Cultural Center	290	17	1.31	Unfunded
			290	25,25	1.21	
			293	1	0.18	
15)	Vernon Terrace & Chapel Street	Pulaski Park	814	31	0.69	Unfunded
			815	6	4.893	
16)	375 Hoover Avenue	Spring Pond	695	35,37	0.59	Unfunded
17)	Day Street & St. Thomas	Vassar Field	1111	18	4.893	Funded
			1111	128	1.065	
18)	635 Bloomfield Avenue	Venner Field	254	1	0.11	Unfunded
19)	Baldwin Place	Wright's Field	481	53	0.06	Unfunded
			481	55	7.81	
20)	Hinrichs Place/ JFK	Corner Lot	132	2	0.06	Unfunded

39.821

Subtotal of Acres on this page.....39.821

**EXHIBIT I to DECLARATION  
RECREATION and OPEN SPACE INVENTORY**

Local Unit: TOWNSHIP OF BLOOMFIELD County: ESSEX

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 current tax amp of Local Unit. The official map used for this ROSI is named OPEN SPACE MAP and is dated \_\_\_\_\_, 20\_\_\_\_\_.

**Wholly Undeveloped Lands Held for Recreation and Conservation Purposes**

(\*If necessary, use section below for any new or additional wholly undeveloped lands)

Key	Municipal Location	Name	Block	Lot	Acres	Funded/Unfunded
21)	John F. Kennedy Drive	Foley Field	577	42	10.43	Unfunded
22)	Lexington/Farrandale Ave.	Island	376	1	0.003	Unfunded

Subtotal of Acres on this page ..... 10.433  
 Total Acres of wholly undeveloped lands from all pages of this ROSI ..... 79.103

**CERTIFICATION:** I HEREBY CERTIFY that this Exhibit I to Declaration, comprising 3 total pages, is a complete and accurate listing of all lands held by the Local Unit, as of this 24<sup>th</sup> day of Jan., 2012, for recreation and conservation purpose during the time of receipt of Green Acres funding. This ROSI is being submitted to Green Acres as part of the project entitled Foley Field Restoration.

Chief Executive Officer of Local Unit  
 Date: 1/24/12

Planning Board Chairperson (or equivalent)  
 Date: 1/24/12

This Certification is to be signed only on this page of EXHIBIT I to DECLARATION