

MUNICIPAL PARK IMPROVEMENT GRANT PROGRAM



Program Manual 2024

A program of the
Monmouth County Board of County Commissioners

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Section 1: General Provisions

A. Purpose and Objectives

The purpose of the Monmouth County Municipal Park Improvement Program is to ensure municipalities have the resources they need to make necessary park improvements on municipally owned or controlled park areas.

B. Program Goals

The goal of the program is to improve land for parks and recreation purposes. Park improvements should focus on new recreational facilities, expansion, or improvement of existing recreational opportunities, preservation of historic resources in parks, and new or innovative approaches to providing local access to open spaces or recreational activities. Additional priority will be given to State-designated Urban Aid Communities and Overburdened Communities.

Program limits on the number of applications and the dollars awarded have been established to enable program funding to support a larger number of municipalities. The requirement of a local contribution and local funding of program ineligible expenses provides a tangible demonstration of local commitment to what is intended to be a cooperative project.

C. Background

In November 1987 and again in November 1996, the voters of Monmouth County authorized by public referendum, the use of the County Open Space Trust Fund for the acquisition of lands for County Park, recreation, conservation, and farmland preservation purposes, as well as for County recreation and conservation development and maintenance purposes, as provided for in P.L. 1997, Chapter 24. On November 5, 2002, voters approved expansion of the existing program including monies for cooperative projects with municipalities within Monmouth County.

In 2003, 2007, and 2009, the Monmouth County Board of County Commissioners passed a resolution authorizing the allocation of the Monmouth County Open Space Trust Fund. The resolution allocated two million dollars per year for cooperative projects with municipalities within Monmouth County for land acquisition for open space, recreation, and conservation and for recreation and conservation development purposes.

In 2023 the Monmouth County Board of County Commissioners passed a resolution to increase the allocated funding amount through the program to six million dollars per year for park improvement projects. Municipal land acquisition projects will not be included within the six-million-dollar allocation but funded through a different program.

This program was originally developed in response to the wishes of the voters of Monmouth County who approved a referendum providing for the allocation of funding for a municipal open space program. The program has continued to evolve based on feedback from the municipalities and the increased and sustained need for park improvements funding to support the growing population of county residents that utilize these facilities to maintain their health and quality of life.

D. Administration

The Monmouth County Municipal Park Improvement Grant Program is a program of the Monmouth County Board of County Commissioners and is administered with the assistance of the Monmouth County Park System.

This manual has been developed as a guiding instrument for municipalities interested in expanding recreational opportunities or preservation of historic resources in parks within their communities through the Monmouth County Municipal Park Improvement Grant Program. This document provides specific instructions to municipalities interested in submitting applications for park improvement projects. Please note, that there are times, however, when deviations from these guidelines may be needed to ensure the best interest of the public is protected.

E. Definitions

The terms used in this manual shall have the following meanings:

Development – the construction, reconstruction, conversion, structural alteration, relocation, enlargement, or demolition of a facility or structure for park, recreation and open space purposes; and any use, or change in the use, of any structure, or land, or extension of use of land for those purposes. Development shall also include redevelopment.

Fee-simple – ownership of property that represents full ownership without any substantial restrictions or limitations in the title of the property.

Grant Agreement – written agreement between the Monmouth County Board of County Commissioners and a municipality governing the municipality’s performance of the grant and the provision of grant funding by Monmouth County.

Park, Recreation & Open Space Purposes – the use of lands for beaches, biological or ecological study, boating, camping, fishing, forests, greenways, hunting, natural areas, parks, playgrounds, protecting historic properties, water reserves, watershed protection, wildlife preserves, active sports or a similar use for either public outdoor recreation or conservation of natural resources, or both pursuant to the Green Acres laws (N.J.A.C. 7:36), including historic areas and the use of historic buildings and structures

Public Access Easement – the limited right of use over property by the general public, rather than for the benefit of a specific individual.

State-designated Urban Aid communities – those communities that the New Jersey Division of Local Government Services has deemed eligible for the Municipal (Urban) Aid Program for the State fiscal year in which the application for funding is submitted or for the immediately preceding State fiscal year.

Overburdened Community - An Overburdened Community (OBC), as defined by the law, is any census block group, as determined in accordance with the most recent United States Census, in which: 1) at least 35 percent of the households qualify as low-income households (at or below twice the poverty threshold as determined by the United States Census Bureau); 2) at least 40 percent of the residents identify as minority or as members of a State recognized tribal community; or 3) at least 40 percent of the households have limited English proficiency. Data lists and mapping can be found at the NJDEP website here: <https://dep.nj.gov/ej/communities/>

Under Control of the Applicant Municipality – to have the primary responsibility for stewardship of, maintenance of, and/or access to the site by right of deed, easement, lease, memorandum of understanding or some other enforceable agreement.

Section 2: Eligibility

A. Eligible Applicants

Monmouth County municipalities are the only eligible applicants. Municipalities are encouraged, however, to form partnerships with other public or non-profit organizations to strengthen and enhance project proposals. The Monmouth County Board of County Commissioners will enter into grant agreements with municipalities only.

Municipalities must identify and authorize a “municipal contact person” by name and title. *All correspondence and communications will be directed to the authorized municipal contact.* The municipal contact must be identified in the Municipal Resolution (see item #1 in the Resolution) and on the Application Cover Page & Checklist. If the individual named ceases to work for the municipality, the current person in the specified title shall be the contact person unless otherwise specified by the municipality. *For ease of communications and continuity over the life of the project, it is recommended that a responsible full-time employee of the municipality available during regular business hours be named as the municipal contact person, rather than a consultant or appointed or elected official.* Communication with attorneys, engineers, and other third parties shall be the responsibility of the municipal contact person.

B. Eligible Projects

Eligible Park Improvement, Development and Redevelopment Projects

- All projects must be for park, recreation, open space, and historic preservation purposes.
- A deed of open space easement or other covenant restricting the use of the project site to these purposes will be required as a condition of award.
- Building new facilities and improving existing facilities through demolition, renovation, and/or stabilization will be considered as eligible.
- Dredging of bodies of water that help to improve and expand access to recreational areas is allowable.
- All project sites must be owned by the applicant municipality, or the municipality must hold a long-term lease for a term of at least 25 years beyond the grant award, or other instruments extending for substantially 25 years beyond the grant award where a third-party governmental entity is also a party. In all cases the site must be under the control of the applicant municipality. When project sites are not owned in fee simple by the Municipality, additional agreements or covenants may be required. Fees for use of funded facilities are permissible.
- Projects for the preservation of historic resources must be located within a park and must comply with the U.S. Secretary of the Interior’s Standards for Rehabilitation.

Project Elements Located Within a Public Road Right of Way

Project elements within a public road right of way will be considered on a case-by-case basis. A Deed of Open Space Easement or other covenant restricting the project area to permanent recreational use is a required condition of this program and a road right of way may not be subject to such deed restriction. However, if a trail easement or similar instrument can be recorded in the project right of way, those project elements will be strongly considered. Please schedule a meeting with program staff to assess eligibility before applying.

Ineligible Park Improvement, Development and Redevelopment Projects

The following conditions will deem projects as ineligible:

- Projects that have restricted public access unless full access is determined to be detrimental to natural resources.
- Activities that will cause adverse impacts to environmental, scenic, historic, or pre-existing park resources.
- Projects or project elements that have previously received funding through the Monmouth County Municipal Open Space Grant Program within the last 10 years and remain in reasonable working order.

Allowable Project Costs for Development and Redevelopment Projects

For development and redevelopment projects, the allowable grant amount will be based on the actual construction costs of the approved project elements. Project costs will not be allowed as set forth below under the heading “Disallowable Project Costs for Development and Redevelopment Projects.”

Disallowable Project Costs for Development and Redevelopment Projects

The following costs will not be covered with program funds and should be excluded from the total project cost used to determine the grant request amount:

- Operational and maintenance costs for facilities or projects.
- Equipment – e.g., trucks, tractors, boats, tables, chairs or other movable, expendable, or disposable items. (Fixtures will be allowed if determined to be a necessary component of the facility.)
- Soft costs – e.g., engineering, architectural, surveys, permits, environmental audits, administration or operation related to the project, in-kind services including salaries or wages of employees of the applicant.
- Contingencies in excess of 15% of proposed project budget.
- Any costs incurred prior to the submission of the application; the issuance of a purchase order or the award of a contract shall constitute the incurrence of costs.

Funding Limit Per Project

County funding will be limited to \$500,000 per project. Monmouth County will fund up to 50% of eligible project costs. In State- designated Urban Aid Communities, the county will increase its maximum share to 75%. Matching funds must be non-county funds. In-kind services are not eligible as project match. All funding requests should be rounded to the nearest \$1,000.

Number of Submissions per Municipality

Municipalities may submit one (1) project proposal per annual grant cycle.

Applicants are responsible for completing the entire scope of the project or risk having grant funding reduced or rescinded. All elements of the project scope must be complete to ensure full re-imburement of any awarded grant funds. Applicants should consider phasing larger projects, completing an initial phase under one round of grants, and seeking additional funding for subsequent phases under subsequent rounds. Project phasing must be proposed with the initial project proposal and subsequent grant applications are not guaranteed funding in subsequent rounds.

Section 3: Application Process and Requirements

A. Annual Schedule

Municipalities are encouraged to submit applications following the funding cycle outlined below. Applications will be accepted throughout the year, but applications submitted prior to the filing deadline will only be reviewed for completeness until the formal evaluation phase begins after that deadline. Applicants may proceed with projects between the date of filing and the time of project selection without jeopardizing their eligibility but are reminded that they may not be selected for funding, putting them at risk of incurring costs for which they may not be reimbursed. Applications received after the filing deadline will be considered in the next funding cycle if requested by the municipality. Evaluation and selection only occur during the schedule below:

April	Application packages sent to Mayors, Municipal Administrators & Clerks
July	Applications due (2024 deadline is July 11)
September	Funding recommendations to County Commissioners
October	County Commissioners announce selected projects
June	Environmental Reports (PASI) must be on-file and Grant Agreements executed.

B. Application Submission Requirements

One hard copy of the application containing the required original documents as detailed in the application, along with an electronic copy should be submitted by the deadline. The hard copy must be postmarked or delivered to the Acquisition and Design Office of the Monmouth County Park System at Thompson Park in Lincroft on or before the deadline. The **deadline for 2024 is 4:00 pm on Thursday, July 11.** A scanned version of all required application materials must be scanned and submitted via email as one .pdf document to municipal.grants@co.monmouth.nj.us

Only complete applications will be considered for funding. Applicants are encouraged to schedule a pre-application meeting with the Program Administrator to identify any deficiencies or issues of eligibility.

C. Public Hearing Information and Minutes

Provide a certified copy of the minutes from the public hearing on the grant application and an affidavit of notice; these must be included in the application for it to be considered complete and eligible for funding. The hearing must be held prior to submission of the application, but no more than twelve (12) months prior. The hearing may be held in conjunction with a regularly scheduled municipal meeting, but this is not mandatory. The notice of the hearing must be published as a legal notice or display advertisement at least ten (10) days prior to the hearing date in a local newspaper providing a local circulation in the municipality in which the project is located and on the municipal website. The notice must state the purpose of the hearing and identify the project by name, street address, and all blocks and lots that are part of the park property, as well as the time and place of the hearing. The minutes must reflect that a project scope summary was presented at the hearing. Submissions for which a hearing has not been held prior to the application deadline will be deemed ineligible.

Section 4: Application Review and Evaluation

A. Application Review

Applications will be submitted to and reviewed by Park System staff. **Only complete and eligible applications will be considered for funding.** Based upon the documentation submitted by the applicant and the established policy and procedures, staff will provide recommendations to the County Board of Commissioners. The Board of County Commissioners will select projects for funding.

Please be reminded that this is a competitive grant program. A complete, well-written and well-organized application that is responsive to the project evaluation criteria and application requirements will be more likely to receive funding.

B. Project Evaluation Criteria

Each project will be evaluated against the criteria listed below. The narrative prepared to satisfy the Application Content requirements outlined in Section 3.C. should demonstrate how the project meets the evaluation criteria.

- New or Improved Park Improvements – projects that develop new or expand and improve recreation opportunities, or innovative approaches to providing local access to open spaces or recreational activities will be favored over projects that replace aged or substandard facilities or address maintenance issues.
- Demonstration of Community Need - additional priority will be given to State-designated Urban Aid Communities and to projects located within State-designated Overburdened Communities.
- Past performance - the municipality's record for completion of projects under this or other similar programs and the care and management of existing facilities.
- Relationship to Monmouth County Open Space Plan and other Planning Efforts – applications for projects that are included in an officially adopted local open space and recreation plans and address documented needs will be favored over those that are not. All projects should be consistent with adopted local plans and other plans such as the Monmouth County Open Space Plan.
- Community Support – expression of public support through testimony at the public hearing or letters, participation of partners and outside funding support.
- Innovate Design – use of resilient and sustainable design practices, adaptive reuse of existing structures, and compatibility with adjacent land uses.
- Historic Preservation – preservation of structures that are listed on or eligible for the National or New Jersey Register of Historic Places or listed on or eligible for the Monmouth County Historic Sites Inventory.

C. Application Selection

If an application is selected for funding, the applicant will be notified in writing with additional instructions regarding completion of the grant agreement. If an applicant is not selected for funding, the applicant will be notified in writing. The Board of County Commissioners will hold a public hearing and adopt a resolution authorizing the expenditure of funds for those selected projects.

Section 5: Post-Award Procedures

A. Grant Agreement Process

There shall be a written grant agreement between the County and the municipality. A sample grant agreement is included as an appendix to this document; please note that the form and content of the grant agreement as it appears in the Manual is subject to change by the County. Grant agreement language is non-negotiable.

- The municipality must engage the services of an environmental consultant who shall provide a Preliminary Assessment and Site Inspection (PASI) of the property prior to the execution of the grant agreement. It shall be the obligation of the municipal applicant to remediate any areas of concern that would preclude the property from being used for the intent and purpose as set forth in the grant agreement prior to program funds being disbursed.
- Grant agreement execution must occur within six (6) months of the application selection date.
- The grant project must be completed, and reimbursement documentation submitted with thirty (30) months of the application selection.

B. Time Extensions

- Once a project is selected for funding, applicants will have six (6) months to execute the Grant Agreement. If more than six (6) months are needed to execute the Grant Agreement, the municipal governing body may submit a written request for a time extension for consideration within the six (6) month window. The request must include an explanation for the delay and proposed schedule for completion and describe due diligence and any unforeseen difficulties.
- Applicants will have thirty (30) months from the application selection to complete the project. If more time than this is needed to complete the project, the municipal governing body may submit a written request for a time extension for consideration. The request must include an explanation of the untoward circumstances and/or unforeseen circumstances causing the delay and the municipality's justification for failure to complete the project within the allotted period. The request should also set forth the municipality's due diligence in pursuing the project and a proposed schedule for completion. Requests for extension must be submitted prior to the expiration of the allotted period following execution of the Grant Agreement.
- If no timely request for extension is received or if a request is denied, the funding award will be cancelled.

C. Disbursement of Grant

No grant funds will be disbursed prior to the execution of the grant agreement and project completion. Grant funds will be disbursed only after all required documentation has been submitted to the County and found to be acceptable.

- All grant funding for development/redevelopment projects will be dispersed on a reimbursement basis after completion of the project. It is the responsibility of the applicant municipality to have sufficient funding available to complete the project. The applicant must provide copies of all contracts at the time the applicant is seeking reimbursement from the County. The applicant must demonstrate that it has completed the project in substantial conformance to the project scope as described in the application and the grant agreement. The applicant must submit documentation of the entire final development cost and demonstrate that

the municipality has spent its share of the development cost. If the actual expended project cost for the approved project scope is less than the estimate contained in the application, the County shall only be obligated to pay fifty (50%) percent of that cost, but in no case more than the grant amount originally authorized in the grant agreement.

- Payment will cover up to 50% of eligible actual costs of approved project elements. For Urban Aid Communities the County share will not exceed 75%. In no case shall payment exceed the amount originally approved and authorized by the Grant Agreement based on the application submission.
- Reimbursement for expenses incurred prior to Grant Agreement execution:
Applicants may be reimbursed for expenses incurred before execution of the Grant Agreement only if a complete application has been filed in advance of the incurrence of those expenses. Written notice must be sent to the Program Administrator prior to the incurrence of expenses. Applicants proceed at their own risk and will not be reimbursed if the project is not selected for funding.

D. Required Grant Close-out Documents:

The following submittals are required prior to disbursement of funds and are subject to review and acceptance by County legal counsel.

- A copy of the fully executed construction contract documents including the detailed bid proposal and any change orders. Should be accompanied by a certified copy of resolutions of the governing body authorizing the initial contract and any change order. Copies of invoices, vouchers, and other proof of payments made in accordance with the contracted vendor should be provided in the amount of the total project cost.
- A certified copy of the resolution of the governing body determining that the project is finally complete and a closing statement or “Final Change Order” adopted by the governing body.
- A certified copy of the resolution of the governing body determining that the project is finally complete and a closing statement or “Final Change Order” adopted by the governing body.
- A “Record” or “As-built Drawing” showing the project as completed. If work was completed as shown on pre-development construction drawings, these may be submitted with the label “As Built” and a current date.
- Post-construction Engineer’s certification that is signed and sealed by a licensed engineer (form to be provided)
- Chief Financial Officer’s certification that is signed by the CFO (form to be provided)
- Copy of a Record Owner Search from a title company indicating the manner in which the municipality acquired title to the entire park property. The Record Owner Search must include a copy of the deed or deeds of the land comprising the park property if available from the title company. A sample letter to your title company is an appendix to this manual.
- Deed of Open Space Easement or other restrictive covenant from the Municipality to the County in the form to be provided by the County. The deed shall set forth all of the blocks and lots comprising the entire park and include as an attachment a copy of the tax map or more detailed map if necessary, indicating each block and lot and acreage of the area encumbered. The unrecorded deed of easement shall be signed by the

appropriate municipal officials and forwarded to the Program Administrator for recording in the Monmouth County Clerk's Office by the Program Administrator. *Under no circumstance shall the Municipality record the Deed of Open Space Easement prior to submission to the County. Legal counsel for the County Park System shall be the only authorized agent for recording of the Deed of Open Space Easement.*

- A signed County voucher for payment (form to be provided)

E. Prohibited Uses of Funding

Funding is for the project as specified in the Grant Agreement. Transferring funds from one project to another is prohibited.

F. Changes in Project Scope and Funding

It is the philosophy of the program that the grant is funding a portion of a total project, whose scope is described in the Grant Agreement based on plans, cost estimates, and other statements included in the grant application.

Proposed changes to the project must be submitted in writing through an amendment process.

- Requests for amendments must fully describe the project change and funding.
- Changes to a project deemed "Major" by the County will not be permitted. Major changes may include, but are not limited to, selection of new project location, deletion of key project elements, substantial budget changes, and loss of municipal commitment.
- Amendments involving changes to a project not deemed "Major" may be referred by staff to the County Board of County Commissioners for approval or denial.
- Changes that negatively impact the fundamental merits of the project that resulted in its selection for funding will not be approved.
- Changes in project scope may result in the withholding of all or some of the County funding.

G. Conditions

- The facility/property must be open to the public.
- A sign may be provided by the County to be posted acknowledging funding from the County of Monmouth.
- A Deed restriction shall be attached to the property stating that the property must be held in perpetuity for park, recreation and open space purposes and requiring reimbursement to the County or replacement with land of no less or greater utility, acreage and value if property is diverted from park and recreation use. If some portion of the property is used for a non-open space public purpose, a metes and bounds description of the non-open space portion of the property may be required prior to the recording of the deed restriction. Deed of Easement language will be provided by the County.
- Historic Preservation projects must comply with the U.S. Secretary of the Interior's Standards for Rehabilitation.
<https://www.nps.gov/tps/standards/four-treatments/treatment-rehabilitation.htm>
- Other special conditions may apply, based on particular circumstances of a project, such as, but not limited to, completion of specific project components, additional deed restrictions on adjacent, municipally controlled properties, or special access easements.

H. Accounting and Record Keeping

- Applicant must provide copies of all contracts and certification of monies spent on a development project.
- The County will keep on file copies of the information set forth above from the applicant in accordance with the State Records Retention Schedule.

I. Total Grant Limit/Grant Discretion

- In no event shall the County award grants to municipalities in excess of monies in the Monmouth County Open Space Trust Fund for this purpose.
- The award of trust monies to municipalities shall be in the sole discretion of the County.

SAMPLE
Grant Agreement

BETWEEN (municipality) having its office at (address) hereinafter “Grantee,” and the Monmouth County Board of Commissioners, Hall of Records Annex, One East Main Street, P.O. Box 1255, Freehold, New Jersey 07728, hereinafter “County.”

This Agreement was entered into by the Monmouth County Board of Commissioners on:

Date: _____

WITNESSETH:

WHEREAS, Grantee has made application to the County for financial assistance under the Municipal Open Space Program hereinafter “Program”; and

WHEREAS, the County has reviewed said application and has found it to be in conformance with the scope and intent of the Program and has approved Grantee’s request for funding;

NOW, THEREFORE, in consideration of the award of funding, and in accordance with the application heretofore filed, the County and Grantee agree to perform in accordance with the terms and conditions set forth in this agreement.

1. The Grantee agrees to perform (Project Name) in the manner set forth in this agreement and Exhibit 1 – Approved Project Description for the consideration stated herein.
2. The period of performance under this Agreement is specified as thirty months from the project selection for which period, funds are available and allotted. There shall be no obligation on the part of the County to renew or extend this time period.
3. The amount of the award to be provided by the County under this subcontract is (amount). The County award is based upon the Grantee’s application # (number) to the County for financial assistance dated (application date) and as supplemented. In the event that the anticipated construction costs/purchase price and/or the amount of the Grantee’s contribution as provided for in the Program Grant Application decreases, then the County’s obligation to provide the award set forth in this paragraph shall be void by the County and at the County’s option.
4. The Grantee agrees to provide all funds necessary for completion of the Approved Project (Exhibit 1) and to complete the Approved Project in accordance with this Agreement and the conditions, specifications, plans, estimates, project proposals and maps submitted to the County and incorporated herein by reference.
5. (Acquisition Project) Program funds shall be dispersed on a reimbursement basis after all conditions are satisfied.

(Development Project) Program funds shall be dispersed on a reimbursement basis after the satisfactory completion of the project.
6. Grantee agrees that any Program funds received from the County shall be used only for the purposes described herein.
7. Costs eligible for assistance shall be limited to those eligible costs listed in the Policy and Procedures Manual for the Program. The County award of funding specifically does not

include financial assistance for any soft costs, including but not limited to, any costs for title searches, title insurance, surveys, attorney fees, recording fees, and real estate taxes.

8. The Grantee shall furnish and deliver all necessary documentation within the timeframe and in the manner requested by the County and shall grant County personnel and any authorized representatives of the County reasonable access to all records related to the Approved Project.
9. Grantee shall maintain and preserve all land and improvements described herein and provide such police protection as may be necessary.
1. Grantee shall execute and donate to the County of Monmouth at no charge a Deed of Open Space Easement, pursuant to P.L. 1979, c.378 (C) 13:8B-1 et seq. on any land to be (acquired/developed) using funds received from the Monmouth County Open Space and Farmland Preservation, Recreation and Conservation and Historic Preservation Trust Fund [N.J.S.A. 40:14-19(d)(5)].which easement shall include the following language.
 - a. It is the purpose of this Easement to guarantee that the Property will be retained forever for public park, recreation and open space uses and to prevent any use of the Property that will significantly impair or interfere with the park and open space values of the Property.
 - b. The property shall be held in trust in perpetuity and used exclusively for the purposes authorized by the Open Space and Farmland Preservation, Recreation and Conservation and Historic Preservation Act, as may be amended from time to time (N.J.S.A. 40:12-15.6b).
 - c. (Municipality) agrees to make and keep the open space accessible to the public, unless the municipality and County determines that public accessibility would be detrimental to the lands, waters or improvements thereon, or to any natural resources associated therewith [N.J.S.A. 40:12-15.6d(3)].
 - d. (Municipality) agrees not to lease, sell, exchange or donate the property described herein which is being acquired pursuant to P.L. 1997 c. 24, NJSA 40:12-15.6(A) except upon approval of the Monmouth County Board of County Commissioners and upon such conditions as the Monmouth County Board of County Commissioners may establish [N.J.S.A. 40:12-15.6d(4)], including but not limited to replacement with land of no less or greater utility , acreage, and value.
2. Grantee shall provide a copy of the deed of record to the Program Administrator in care of the Monmouth County Park System for recordkeeping purposes.
3. Grantee shall display a sign on the property reflecting the use of County Open Space funds for purchase of or improvement to the property, which sign shall be provided by the Program Administrator.
13. Grantee shall cause the funded property to be listed on the Municipal Recreation and Open Space Inventory at the time it is filed with the New Jersey Green Acres Program or its successor.
14. Grantee shall provide access to the facility/property for County staff to conduct an annual inspection.

15. No official or employee of the Grantee who is authorized in his/her official capacity to negotiate, make, accept or approve, or take part in such decisions regarding a contract or subcontract in connection with the Approved Project shall have any financial or other personal interest in any such contract or subcontract.
16. In the event Grantee does not perform any of the services, obligations, or responsibilities provided for under this Agreement, or in the event that the services do not attain the objectives set forth in the initial application or this agreement to the sole satisfaction of the County, then the County may withhold all, or a portion of, any payment to be made under this agreement, and in addition, may declare this subcontract null and void. In the event of termination, the County shall have no further liability to the Grantee and in no event will the County be liable to pay for services not actually rendered.
17. The County will provide a Program Administrator for the program that will advise the Grantee in performance of the required services. Contact:

Monmouth County Park System
Attn: Acquisition & Design Department
805 Newman Springs Road
Lincroft, NJ 07728-1695
732-842-4000
18. The Grantee, at the request of the County, may be required to prepare a progress report and submit to the County within 30 calendar days after the date requested. The report shall include a narrative description of the status of the Approved Project and the date on which the Approved Project will be completed.
19. The Grantee now complies with all applicable State and Federal Laws in connection with its business and activities related to the services to be provided including, without limitation, any applicable Federal or State Civil Rights Law, order or regulation.
20. The execution of this Agreement has been authorized by the Grantee's governing body and the Monmouth County Board of County Commissioners.
21. The Grantee shall indemnify and hold the County of Monmouth harmless from any and all loss, damages, suits, penalties, expenses, including but not limited to reasonable investigation and legal expenses, arising out of the operation of the program, or arising out of, or under this Agreement. The Grantee further agrees to indemnify the County of Monmouth from suits or actions of every nature or description brought against it, or damages received or sustained by any party or parties, by or from any of the acts of the Grantee or of the Grantee's, Director's employees, agents or volunteers.
22. The Grantee shall procure and maintain at its own expense, liability insurance for any personal injury or property damage to be reviewed and accepted by the County of Monmouth caused by the Grantee in its normal and usual course of business. The Grantee expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the Grantee's obligations assumed in this Agreement and shall not be construed to relieve the Grantee from liability in excess of such coverage.

IN WITNESS WHEREOF, the parties have executed this contract as of the day and year first above written.

ATTEST/SEAL

Monmouth County Board of County Commissioners

BY _____

Date _____

Director of the County Commissioners

ATTEST/SEAL

For the GRANTEE:

BY _____

Date _____

(Typed Name)

(Title)

Exhibit 1: Approved Project Description

Application #:

Grantee:

Address:

Phone:

Fax:

Contact Person:

Project Name:

Project Location:

Street Address:

Block(s)

Lot(s)

Type of Application:

Grant Award:

Project Period: Thirty months from the project selection by the Board of County Commissioners, this date being

Project Scope:

Project Conditions:

SAMPLE
DEED OF OPEN SPACE EASEMENT

This EASEMENT made this _____ day of _____, 20_____
between the _____, located at _____
(hereinafter referred to as "MUNICIPALITY"), and the **COUNTY OF MONMOUTH**, located in the
Hall of Records, 1 East Main Street, Freehold, New Jersey, 07728 (hereinafter referred to as
"COUNTY").

WITNESSETH:

WHEREAS, the MUNICIPALITY is the sole owner in fee simple of a tract of land in
_____, Monmouth County, State of New Jersey, more particularly described as
Block _____ Lot _____, encompassing _____ acres on the tax map of _____,
Monmouth County, New Jersey (hereinafter referred to as the "Property") and more particularly
described in the legal description attached as Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Property possesses park, recreation and open space values of great
importance to the people of the County of Monmouth; and

WHEREAS, the MUNICIPALITY agrees that the park, recreation and open space values of
the Property be preserved in perpetuity; and

WHEREAS, the MUNICIPALITY further agrees, as owner of the Property, to convey to the
COUNTY the open space easement herein described to preserve and protect the park, recreation and
open space values of the Property in perpetuity; and

WHEREAS, the COUNTY is a body politic and corporate of the State of New Jersey
empowered pursuant to N.J.S.A. 40:32-2.1 to acquire interests in land and hold same for public park,
public recreation and public welfare purposes; and

WHEREAS, the COUNTY has made a financial investment in the Property through the
Monmouth County Municipal Open Space Park Improvement Grant Program by providing the
MUNICIPALITY with a grant of \$_____ for the *purchase/development* of the Property.

NOW, THEREFORE, in recognition of the foregoing and in consideration of the Municipal Open Space Grant made to the MUNICIPALITY, the MUNICIPALITY does hereby grant and convey to the COUNTY an easement over, under and right in perpetuity to restrict as set forth herein the use of the real property designated as Block _____ Lot _____, encompassing _____ acres on the tax map of the _____, Monmouth County, New Jersey, as more particularly described in Exhibit "A".

1. **PURPOSE.** It is the purpose of this Easement to guarantee that the Property will be retained forever for public park, recreation and open space uses and to prevent any use of the Property that will significantly impair or interfere with the park, recreation and open space values of the Property.

2. **TRUST.** The property shall be held in trust in perpetuity and used exclusively for the purposes authorized by the Open Space and Farmland Preservation, Recreation, Conservation and Historical Preservation Act as may be amended from time to time [NJSA 40:12-15.6b].

3. **PUBLIC ACCESS.** The MUNICIPALITY agrees to make the open space accessible to the public, unless the MUNICIPALITY and COUNTY determines that public accessibility would be detrimental to the lands, waters, or improvements thereon, or to any natural resources associated therewith [NJSA 40:12-15.6D(3)].

4. **OPEN SPACE INVENTORY.** The MUNICIPALITY shall cause the funded property to be listed in the Municipal Recreation and Open Space Inventory at the time it is filed with the New Jersey Green Acres Program or its successors.

5. **RIGHT OF COUNTY.** To accomplish the purpose of this easement, the following rights are conveyed to the COUNTY by this easement:

A. To preserve and protect the park, recreation and open space values of the Property.

B. To prevent any activity on or use of the Property that is inconsistent with the purpose of this easement and to require the restoration of such areas or features of the Property that may be damaged by an inconsistent use or activity.

C. The COUNTY and its agents, representatives, servants or assigns, shall be permitted to enter upon the Property at all reasonable times, after giving prior reasonable notice, in order to monitor compliance with and otherwise enforce the terms of the Easement, provided that COUNTY, its agents, etc. shall not unreasonably interfere with use and quiet enjoyment of the Property.

D. The MUNICIPALITY agrees not to lease, sell, exchange or donate the Property described herein which is being acquired pursuant to P.L. 1997 c. 24, NJSA 40:12-15.6(A) except upon approval of the Monmouth County Board of County Commissioners and upon such conditions as the Monmouth County Board of County Commissioners may establish [NJSA 40:12-15.6(d)(4)] including, but not limited to, replacement with land of no less or greater utility, acreage and value.

6. **PROHIBITED USES.** Any activity on or use of the Property inconsistent with the purpose of this easement is prohibited.

7. **GREEN ACRES RESTRICTIONS.** If the lands being conveyed herein were purchased in part with Green Acres funding, they are subject to Green Acres restrictions as provided in N.J.S.A. 13:8C-1 et seq. and N.J.A.C. 7:36.

8. **RESERVED RIGHTS.** The MUNICIPALITY reserves to itself and to its personal representatives, heirs, successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not inconsistent with this easement.

9. **GRANTEE'S REMEDIES.** If the COUNTY determines that the MUNICIPALITY is in violation of the terms of this easement or that a violation is threatened, the COUNTY shall give written notice to the MUNICIPALITY of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this easement, to restore the portion of the Property so injured. If the MUNICIPALITY or its assigns fail to correct the violation within

10. sixty days after receipt of notice thereof from the COUNTY or under circumstances where the violation cannot be cured within the sixty day period or fails to diligently pursue curing such violation until finally cured, the COUNTY may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this easement, to enjoin the violation ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the term of this easement or injury to any park, recreation or open space values protected by this easement; to require the restoration of the Property to the condition that existed prior to such injury; and all costs and expenses, including reasonable attorney's fees incurred in enforcing the COUNTY's rights herein.

11. **COUNTY'S DISCRETION.** Enforcement of the terms of this easement shall be at the discretion of the COUNTY, and any forbearance by the COUNTY to exercise its rights under this easement in the event of any breach of any terms of this easement by the MUNICIPALITY shall not be deemed or construed to be a waiver by the COUNTY of such terms or any subsequent breach of the same or any other term of this easement or of any of the COUNTY'S rights under this easement. No delay or omission by the COUNTY in the exercise of any right or remedy upon any breach by the MUNICIPALITY shall impair such right or remedy or be construed as a waiver.

12. **SURVIVAL.** The terms of an Agreement between the MUNICIPALITY and the COUNTY dated _____, shall survive the delivery of this Deed of Open Space Easement and the terms of which Agreement are incorporated herein by reference.

13. **WAIVER OF CERTAIN DEFENSES.** The MUNICIPALITY hereby waives any defense of laches, estoppel or prescription.

14. **ACTS BEYOND CONTROL.** Nothing contained in this easement shall be construed to entitle the COUNTY to bring any action against the MUNICIPALITY for any injury or change in the Property resulting from causes beyond the MUNICIPALITY'S control including, without limitation, fire, flood storm and earth movement, or from any prudent action taken by the MUNICIPALITY under emergency conditions to prevent, abate or mitigate injury to the Property resulting from said causes.

15. **COSTS AND LIABILITIES.** The MUNICIPALITY shall retain all responsibilities and shall bear all cost and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. The MUNICIPALITY shall keep the Property free of any liens arising out of any work performed, for material furnished to or obligations incurred by the MUNICIPALITY.

16. **RISK OF LOSS.** Risk of loss or damage to the Property by fire or other casualty shall be, and is assumed, by the MUNICIPALITY. The MUNICIPALITY is required to advise the COUNTY of any occurrence which results in loss of or damage to any improvements funded by the COUNTY or which results in the impairment of the Property's park, recreation and open space use.

17. **COVENANTS.** The MUNICIPALITY covenants with the COUNTY as follows:

- (a) The MUNICIPALITY is seized of said easement and has good right and title to convey same;
- (b) The COUNTY shall quietly enjoy the said easement;
- (c) The MUNICIPALITY shall have quiet possession of the easement free from all encumbrances;

18. **SUCCESSOR.** The covenants, terms, conditions and restrictions of this easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

SAMPLE
SIGNATURE PAGES FOR
DEED OF OPEN SPACE EASEMENT

This Deed of Easement is signed and attested to by **(Municipal Clerk and Mayor insert their names and titles here. Example: Betsy Ross, Municipal Clerk and John Adams, Mayor)** the proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

ATTESTED BY:

Municipal Clerk Signs Here
Municipal Clerk prints his or her name here.
Example: *Betsy Ross, Municipal Clerk*

BY: Mayor signs here
Mayor prints his or her name here
Example: *John Adams, Mayor*

(Note: If your form of municipal government permits, the Administrator/Manager may sign in place of the Mayor. In this case, the Administrator/Manager will sign wherever the Mayor is indicated.)

STATE OF NEW JERSEY:

: SS.

COUNTY OF MONMOUTH :

I CERTIFY that on **(insert date here)**, 20____, **(insert name of Municipal Clerk here)** personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the **(Municipal Clerk)** of **(insert name of Municipality here)**, the municipality named in this document;

(b) this person is the attesting witness to the signing of this Deed by the proper corporate officer, who is the **(Mayor)** of the municipality;

(c) this Deed was signed and delivered by the municipality as its voluntary act duly authorized by a proper resolution of its governing body;

(d) this person knows the proper seal of the municipality which was affixed to this Deed;

- (e) this person signed this proof to attest to the truth of these facts; and
- (f) the full and actual consideration paid or to be paid for the transfer of title is \$1.00
(such consideration is defined in N.J.S.A. 46:15-5).

(Municipal Clerk Sign Here)

Municipal Clerk prints his or her name here
Example: *Betsy Ross, Municipal Clerk*

Sworn to and subscribed before
me this _____ day of _____, 20_____.

Notary Public Signs Here

Notary Public completes date, stamps and seals signature.
(Note: The Notary cannot be the Mayor or the Clerk)

**SAMPLE LETTER TO TITLE COMPANY REQUESTING RECORD OWENR SEARCH
FOR DEVELOPMENT PROJECTS**

INSERT YOUR MUNICIPAL LETTER HEAD

(Insert Date)

ABC TITLE COMPANY
123 Main Street
Anytown, New Jersey 12345

**Re: Municipal Open Space Grant Application Number _____
 Municipality of _____
 Name of Project _____**

Dear Title Company:

Our municipality is participating in the Monmouth County Municipal Open Space Park Improvement Grant Program regarding the redevelopment, improvement, and/or renovation project commonly known as _____ Park located in our town.

Please provide me with a Record Owner Search for _____ Park which comprises Block _____, Lot(s) _____. Please attach any recorded instruments that indicate title to the realty is vested in our town. We do not require title insurance.

If you have any questions or comments, please contact me directly.

Very truly yours,

Municipal Official

cc: Monmouth County Park System
 805 Newman Springs Road
 Lincroft, New Jersey 07738-1695
 Attn: Paul Gleitz, PP/AICP, Principal Park Planner