



C A S I N O
REINVESTMENT
DEVELOPMENT
AUTHORITY

RICHARD J. CODEY
Acting Governor

VINCENT J. GIBLIN
Chairman

THOMAS D. CARVER
Executive Director

MICHAEL A. VRANCIK
Senior Deputy Director

*orig Judy
cc Lorraine*

January 11, 2006

Mayor Chuck Chiarello
Township of Buena Vista
PO Box 605
Buena, New Jersey 08310

**Re: Intergovernmental Grant Agreement between the Casino Reinvestment
Development Authority and the Township of Buena Vista**

Dear Mayor Chiarello:

Enclosed is a fully executed original copy of the Intergovernmental Agreement between
the Casino Reinvestment Development Authority and the Township of Buena
Vista.

Very truly yours,

Virginia Fleming
Virginia Fleming
Legal Assistant

Enclosure

cc: Michael A. Vrancik
Nancy Wattson
Susan Ney
Ken Reese

INTERGOVERNMENTAL GRANT AGREEMENT

THIS INTERGOVERNMENTAL GRANT AGREEMENT dated as of Jan 11, 2006, between the Casino Reinvestment Development Authority (hereinafter the "Authority"), a public body corporate and politic established in, but not of, the Department of the Treasury of the State of New Jersey and existing under and by virtue of the laws of the State of New Jersey, having its offices at 1014 Atlantic Avenue, Atlantic City, New Jersey, 08401, and the Township of Buena Vista (hereinafter the "Recipient"), having an address at P.O. Box 605, Buena, New Jersey, 08310.

WITNESSETH:

WHEREAS, the Authority established the South Jersey Railroad Project (the "Project") to assist in the development and renovation of passenger and freight rail lines in South Jersey, in response to several requests for such assistance; and

WHEREAS, as a component part of the Project, the Authority received a \$500,000 grant request from Buena Vista Township to assist with its \$3 million effort to revitalize the Richland Village train station; and

WHEREAS, the Richland Village train station and museum component of the Project consists of the construction of a railroad siding, a passenger service platform with an open-air shelter, and a replica of the original train station and guard house, the renovation of an existing building for re-use as a model railroad museum, and the improvement of the streetscape; and

WHEREAS, the train station and museum component of the Project is an important step forward in Buena Vista Township's goal of restoring tourist train service to Richland Village; and

WHEREAS, other sources of funds for the train station and museum component of the Project include Buena Vista Township, the New Jersey Departments of Environmental Protection, Community Affairs and Transportation, the United States Department of Agriculture and a federal Community Development Block Grant; and

WHEREAS, the Project furthers the public purposes of the Authority set forth in section 12 of P.L.1984, c.218 (C.5:12-160); and

WHEREAS, the Authority granted a preliminary determination of project eligibility for the Project on March 24, 2005 pursuant to Resolution No. 05-36, and held a public hearing with regard thereto on August 9, 2005; and

WHEREAS, pursuant to Resolution No. 05-91, adopted on August 23, 2005, the Authority approved the Project an a \$1,750,000 fund reservation for the Salem County freight rail component of the Project, and pursuant to Resolution No. 05-118, adopted on September 20, 2005, the Authority approved a \$500,000 fund reservation from South Jersey project fund

generated by hotel room fee bonds for the Richland Village train station and museum component of the Project and authorized the Executive Director to negotiate and execute an intergovernmental agreement with the Township of Buena Vista for use of the funds; and

WHEREAS, the Authority desires to enter into an intergovernmental grant agreement with the Recipient to provide for the use of such reserved funds for purposes in furtherance of the Project and has the power to do so pursuant to subsection g. of N.J.S.A. 5:12-161; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and agreeing to be bound, the parties hereto mutually agree as follows:

1. **Recitals.** The preambles of this intergovernmental grant agreement are hereby specifically incorporated herein by reference.

2. **Amount of Grant.** In consideration of the terms and conditions herein, and in accordance with Resolution No. 05-118, the Authority shall provide to the Recipient funds for the Project in an amount not to exceed \$486,250 (the amount of the \$500,000 grant less 2.75% Authority fee) which shall be allocated and used by the Recipient for the costs associated with the Project. Said cost and expenses are detailed in the Project Budget attached hereto as Exhibit A (the "Eligible Costs"). Subject to compliance with the terms and conditions of this intergovernmental grant agreement, the Authority shall pay the grant funds directly to the Recipient for the purpose of paying the Recipient for the Eligible Costs of the Project.

3. **Proof of Expenses by Recipient to the Authority.**

(a) The Recipient shall submit to the Authority requisitions requesting the Authority to make payment to the Recipient for the Eligible Costs incurred by the Recipient (the "Requisitions"). Each Requisition shall consist of a completed AIA form 702 or 703 or acceptable equivalent, accompanied by copies of invoices, cancelled checks or such other backup documentation substantiating the Eligible Costs incurred by the Recipient as is reasonably requested by the Authority. The Recipient shall be guided by the instructions for completing reports for payments against intergovernmental grant agreements attached hereto as Exhibit B.

(b) Nothing contained in this agreement imposes upon the Authority any obligation to see to the proper application of such advances by the Recipient.

4. **Payments to the Recipient.** The Authority shall review, approve and make payment to the Recipient pursuant to a Requisition consistent with Section 3 herein within thirty (30) days of receipt of the Requisition and approval by the Executive Director of the Authority. The total amount to be funded pursuant to this grant shall not exceed \$486,250. Payments shall be made on a pari passu basis based on the percentage of grant funds compared to the total Project budget.

5. **Inspection of Records.** The Authority, upon reasonable notice, shall have the right to inspect the Recipient's books and records maintained and retained in accordance with applicable

laws related to the costs incurred for which the Recipient is seeking funding under this intergovernmental grant agreement.

6. **Representations by the Recipient.** The Recipient hereby represents, certifies and guarantees with respect to this intergovernmental grant agreement and the funds allocated hereunder that:

(a) the Project Budget fairly and reasonably reflects the services and the anticipated costs to be incurred by the Recipient for Eligible Costs the improvements to be constructed;

(b) it possesses the legal authority to apply for the appropriated funds and to enter into and execute this intergovernmental grant agreement;

(c) it has the legal authority to accept the appropriated funds and to commence and complete the improvements for which the funds have been appropriated;

(d) it will comply with all applicable New Jersey, Federal and local laws, regulations, executive orders, policies, guidelines and other such requirements, and will cooperate with all governmental agencies having jurisdiction over the Project, including, but not limited to, the Authority;

(e) it will utilize the funds in accordance with the terms and purposes of this agreement and Resolution No. 05-118 of the Authority; and

(f) it will pay the prevailing wage rate for all workers engaged for work on the Project pursuant to the provisions of N.J.S.A. 34:11-56.25 et seq. and rules promulgated thereunder.

7. **Limitations on Payment.** No payment shall be made by the Authority while there is any default under this intergovernmental grant agreement.

8. **Misused or Unspent Funds.** The Recipient shall use the appropriated funds only for Eligible Costs. In the event that the appropriated funds are not needed for the Eligible Costs, the appropriated funds shall be returned to the Authority and the Recipient shall release the Authority from the obligations of this intergovernmental grant agreement.

9. **Conditions.** In addition to any other conditions contained in this intergovernmental grant agreement, the obligation of the Authority to make any payments to the Recipient hereunder is expressly conditioned, contingent upon and subject to the following:

(a) compliance by the Recipient with all applicable federal, state and local laws, and the receipt of all required approvals from any federal, state or local governments or their respective agencies;

(b) compliance in all material respects (as determined by the Authority and its counsel) with the statements, representations and agreements set forth in the Recipient's application; and

(c) receipt of proof satisfactory to the Authority that sufficient funds have been secured to complete the Project.

10. **Assignment.** The Recipient shall not assign any interest in this intergovernmental grant agreement and shall not transfer any interest in same without the prior written approval of the Authority.

11. **Governing Law.** This intergovernmental grant agreement shall be governed by the laws of the State of New Jersey.

12. **Enforceability.** If one or more of the provisions of this intergovernmental grant agreement shall be determined to be invalid or ineffective for any reason, such determination shall not affect the validity or enforceability of the remaining provisions.

13. **Modification.** This intergovernmental grant agreement shall not be modified by any oral agreement, or by any implied agreement or custom, and no waiver by the Authority of these provisions shall be deemed to have been made, unless in writing.

14. **Entire Agreement.** This intergovernmental grant agreement constitutes the entire agreement between the parties hereto with respect to the matters covered herein. All prior negotiations, representations and agreements with respect thereto not incorporated in this intergovernmental grant agreement are hereby cancelled.

15. **Waiver.** No consent or waiver, express or implied, by the Authority to or of any breach or default by the Recipient in the performance of any obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by the Recipient hereunder. Failure on the part of the Authority to complain of any act or failure to act of the Recipient or to declare the Recipient in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver by the Authority hereunder.

16. **Notices.** All notices, consents, and other communications hereunder may be given by telephone and confirmed in writing and delivered by registered or certified mail, return receipt requested, to the following addresses:

(a) To the Authority at:

Casino Reinvestment Development Authority
1014 Atlantic Avenue, P.O. Box 749
Atlantic City, New Jersey 08401
Telephone: (609) 347-0500
Facsimile: (609) 348-3121
Attn: Michael A. Vrancik, Senior Deputy Director

(b) To the Recipient at:

Township of Buena Vista

P.O. Box 605
Buena, New Jersey 08310
Telephone: 856-697-2100
Facsimile: 856-697-8651
Attn: Chuck Chiarello, Mayor, Buena Vista Township

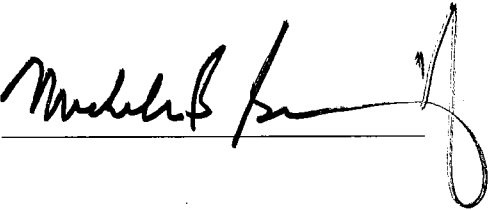
Either party may, by notice given hereunder, designate further or different addresses or telephone numbers to which subsequent notices, consents and communications should be made or delivered.

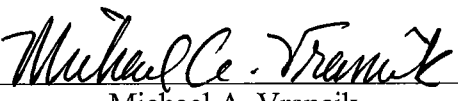
17. **Benefit.** Except as heretofore set forth to the contrary, the covenants contained in this intergovernmental grant agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and their successors in interest.

IN WITNESS WHEREOF, the Authority and the Recipient have caused this intergovernmental grant agreement to be executed all as of the date first above written.

WITNESS:

CASINO REINVESTMENT DEVELOPMENT
AUTHORITY

By: 

By: 
Name: Michael A. Vrancik
Title: Senior Deputy Director

WITNESS:

TOWNSHIP OF BUENA VISTA

By: _____

By: 
Name:
Title:

EXHIBIT A - ELIGIBLE COSTS

PROJECT DEVELOPMENT COSTS

1. **Acquisition Costs:**

a. Land and Building \$ 990,000.00

b. Broker \$ 6,976.86

Total Acquisition: \$ 996,976.86

2. **Hard Costs:**

a. Hard Construction Costs \$ 1,335,200.00
INCLUDING UTILITIES

b. Landscaping & Grounds \$ 18,000.00

c. FF+E \$ _____

d. Contingency \$ _____

Total Hard Costs: \$ 1,203,200.00

3. **Soft Costs:**

a. On-Site Improvements: \$ _____

1. Infrastructure \$ _____

2. Other *BUILDING RENOVATIONS* \$ 50,000.00

b. Off-Site Improvements: \$ _____

1. Infrastructure \$ _____

2. Other _____ \$ _____

c. Performance Bond: \$ _____

d. Other: \$ _____

e. Equipment

a. Purchase: \$ _____

b. Lease: \$ _____

f. CONSTRUCTION MANAGEMENT FEE _____ % of _____ \$ _____

g. PROFESSIONAL SERVICES:

- 1. Architect Fee \$ 20,000.00
- 2. Architect Supervision \$ _____
- 3. Engineer Inspection Fee \$ 30,000.00
- 4. Laboratory Fee \$ _____
- 5. Soil Investigation \$ _____
- 6. Environmental Remediation \$ _____
- 7. Land Survey \$ 42,000.00
- 8. Construction Manager \$ _____
- 9. Homeowner Warranty \$ _____
- 10. Local Planning \$ _____
- 11. Marketing and Advertising \$ _____
- 12. Planned Real Estate \$ _____
- 13. Development Approval \$ _____
- 14. Legal Fees \$ _____
- 15. Consultants \$ _____

DAVE SCHEIDEGG-ENGINEER

- 16. Appraisal Fee \$ AS APPLICABLE
- 17. ACHA Fees, if applicable \$ _____
- 18. Other AREA PLANNING GRANT \$ 50,000.00
(name)
- 19. Other _____ \$ _____
(name)

h. PERMITS / INSURANCE:

- 1. Building \$ _____
- 2. CAFRA \$ _____
- 3. Utility Connections \$ _____
- 4. Title Insurance / Recording Fees \$ _____
- 5. Real Estate Transfer Fee \$ _____
- 6. Other _____ \$ _____
- 7. Other _____ \$ _____
(name)
- _____ \$ _____
- _____ \$ _____

- i. CRDA FEES:
 - 1. Attorneys' Fees \$ _____
 - 2. Bond Rating Service \$ _____
 - 3. Application Fee \$ _____
 - 4. Processing Fee
(2% of funding) \$ _____
 - 5. Underwriting Fee \$ _____
 - 6. Architectural Fee \$ _____
 - 7. Other _____ \$ _____

- j. OTHER FINANCING COSTS
 - 1. Bank Fees \$ _____
 - 2. Attorney's Fees \$ _____
 - 3. Other _____ \$ _____
 - 4. Other _____ \$ _____

- k. CARRYING COSTS:
 - 1. Construction Period Interest \$ _____
 - 2. Real Estate Taxes \$ _____
 - 3. Insurance \$ _____
 - 4. Accounting Services \$ _____
 - 5. Other _____ \$ _____
 - 6. Other _____ \$ _____

- l. RELOCATION COSTS: \$ _____

- m. LEASING EXPENSES:
 - 1. Leasing Fees \$ _____
 - 2. Tenant Fit out \$ _____
 - 3. Real Estate Transfer Fee \$ _____
 - 4. Advertising and Promotion \$ _____
 - 5. Marketing \$ _____
 - 6. Credit Checks \$ _____
 - 7. Other _____ \$ _____
 - 8. Other _____ \$ _____
 - 9. Other _____ \$ _____

n. WORKING CAPITAL: \$ _____
Other _____ \$ _____
Other _____ \$ _____

o. CONTINGENCY: \$ _____

4. DEVELOPER'S FEE _____ % of _____ \$ _____

5. TOTAL PROJECT COSTS: \$ 2,542,176.86

Exhibit B

INSTRUCTIONS FOR COMPLETING PROGRESS REPORTS FOR PAYMENT AGAINST GRANT AGREEMENTS:

Attached is a simple Excel form that will assist your organization in preparing a payment requisition to be submitted to the CRDA. Utilizing this form will expedite the processing of the request and the issuing of a check. If you do not have Excel, you may simply make copies of the blank form (also attached), and type in the information.

Step 1:

- a) On the upper left hand corner of the form insert the Project Name.
- b) Identify the Grant Recipient.
- c) Identify YOUR organization's name, if different from Grant Recipient.

Step 2:

- a) Enter the date for this Progress Report.
- b) Enter in Progress Report #.

Step 3:

- a) Following the outline of your proposal to the CRDA and/or as attached to the CRDA grant agreement, list the description of each phase of the project.
- b) Enter the dollar amount for each phase, exactly as listed in your proposal and/or grant agreement.
- c) Any Changes to these numbers will require that a Change Order be issued by your organization and approved by the CRDA PRIOR to any reallocation of funds.

This form will serve as financial summary sheet for the grant. It will show funds allocated, monies paid and the available balance throughout the life of the grant.

Should you be interested in meeting with CRDA staff for additional explanation; for assistance in customizing this form for your project; and/or to have the entire payment process explained in more detail, please call 609-347-0500 and ask to speak to Leslie MacDonnell. A meeting will be scheduled as soon as possible.

/Attachments

PROJECT NAME

Grant Recipient Name

Your Organization's Name

PROGRESS REPORT for (month, day, year):
Requisition #

Project Phase and/or Line Item (Per Grant Agreement)	Original Scheduled Value	Change Orders	New Scheduled Value	Prior Payments	Payments This Period	Total Paid to Date	Remaining Balance	Retainage Held this Req.	Retainage Held to Date
Schematic Design of Addition	\$16,000.00		\$16,000.00	\$16,000.00	\$0.00	\$16,000.00	\$0.00	\$0.00	\$0.00
Construction Bid Preparation	\$55,000.00		\$55,000.00	\$55,000.00	\$0.00	\$55,000.00	\$0.00	\$0.00	\$0.00
Concept Design/Interior Existing Building	\$13,500.00		\$13,500.00	\$13,500.00	\$0.00	\$13,500.00	\$0.00	\$0.00	\$0.00
Cost Estimate for Complete Project	\$2,000.00		\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00
CAD Drawing Preparation	\$7,500.00		\$7,500.00	\$7,500.00	\$0.00	\$7,500.00	\$0.00	\$0.00	\$0.00
Design Development Phase I	\$36,500.00		\$36,500.00	\$36,500.00	\$0.00	\$36,500.00	\$0.00	\$0.00	\$0.00
Design Development Phase II	\$180,000.00		\$180,000.00	\$126,325.00	\$35,676.00	\$162,001.00	\$17,999.00	\$3,567.60	\$16,200.10
Construction Phase IV	\$80,000.00		\$80,000.00	\$0.00	\$0.00	\$0.00	\$80,000.00	\$0.00	\$0.00
Reimbursable Cost Allowance	\$21,500.00		\$21,500.00	\$0.00	\$12,459.45	\$12,459.45	\$9,040.55	\$1,245.95	\$1,245.95
Total	\$412,000.00	\$0.00	\$412,000.00	\$256,825.00	\$48,135.45	\$304,960.45	\$107,039.55	\$4,813.55	\$17,446.05

Summary:

Amount Approved this Req:

Less Retainage:

Total Approved Payment:

PROJECT NAME

Grant Recipient Name

Your Organization's Name

PROGRESS REPORT for (month, day, year):
Requisition #

Project Phase and/or Line Item (Per Grant Agreement)	Original Scheduled Value	Change Orders	New Scheduled Value	Prior Payments	Payments This Period	Total Paid to Date	Remaining Balance	Retainage Held this Req.	Retainage Held to Date
			\$0.00			\$0.00	\$0.00		
			\$0.00			\$0.00	\$0.00		
			\$0.00			\$0.00	\$0.00		
			\$0.00			\$0.00	\$0.00		
			\$0.00			\$0.00	\$0.00		
			\$0.00			\$0.00	\$0.00		
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			\$0.00			\$0.00	\$0.00		
			\$0.00			\$0.00	\$0.00		
			\$0.00			\$0.00	\$0.00		
			\$0.00			\$0.00	\$0.00		
			\$0.00			\$0.00	\$0.00		
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Summary:

Amount Approved this Req:

Less Retainage:

Total Approved Payment: