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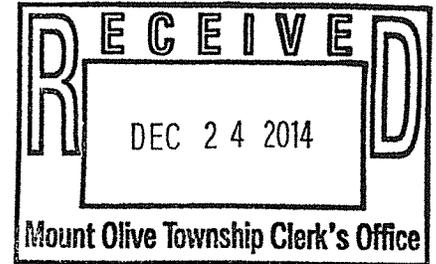
cc: Council
12/24/14
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THE LAND CONSERVANCY OF NEW JERSEY

Preserve Now - Protect Forever

December 22, 2014

Sean Canning, Business Administrator
Township of Mt. Olive Municipal Building
204 Flanders-Drakestown Road
Mt. Olive, NJ 07828



Dear Sean,

In 2014 The Land Conservancy completed the comprehensive update to the Township's trail mapping at Turkey Brook Park. This involved numerous field visits, locating the trails using a handheld GPS unit, and providing recommendations regarding trail layout and maintenance for the Park. In addition, The Land Conservancy provided recommendations on potential trail and greenway connections, for review by the Township Council.

Since 2005 the Township has preserved 843 acres with 98% of the funding provided for these acquisitions from outside funding, including \$591,080 in grant funds provided directly by The Land Conservancy of New Jersey. Since 1998 The Land Conservancy of New Jersey has helped the Township receive \$16,711,200 in grant funding for land preservation and preserve 1,915 acres of open space. Our term as Open Space Advisor to the Township expires on December 31, 2014 and I am writing to request the Township renew our contract for another year.

We continue to research new opportunities for grant funding for the Township. Our contracts are designed to offer a range of open space advising services to the municipality. The Land Conservancy will perform the activities outlined on the following pages at a cost of \$11,500 for a year's service. The Land Conservancy recognizes the importance of the services we provide to the Township, and we have not raised our fees in the municipality since 2008.

Partners for Greener Communities is a program of technical services to help officials and volunteers preserve land in their community. Support for our advising program is partially funded through a grant from the Geraldine R. Dodge Foundation; which allows us to keep the cost for our services as low as possible.

If you would like to talk further about this proposal or need additional information, please let me know. We have enjoyed working with you and we look forward to continuing to assist the Township in achieving its open space preservation goals.

Sincerely,

Barbara Heskins Davis, PP, AICP
Vice President, Programs

cc: Robert Greenbaum, Mayor
John Mania, Council President





THE LAND CONSERVANCY OF NEW JERSEY

Preserve Now - Protect Forever

2014 Year-End Report

Township of Mt. Olive – Open Space Preservation and Trails Program

Prepared: December 22, 2014

Open Space Achievements: 2014

The Land Conservancy helped Mt. Olive Township with the following activities over the past year:

Trails:

- ✓ Completed Trails Map Update
- ✓ Completed the GPS of municipal trails located within the Township's Turkey Brook Park.
- ✓ Identified the paved, gravel and wooded trails within the Park and road walks connecting sections of the Park, including the bird sanctuary and access points to local neighborhoods.
- ✓ Provided detailed recommendations as to blazing, consolidation of trails, and trail maintenance requirements in the Park.
- ✓ Provided information and pricing regarding trail blazes for the Park

Land Acquisition:

- ✓ Evaluated and reviewed the Kovach property (Block 4500, Lot 32) as a potential greenway connection. Provided report to the Township Council for their review and recommendation.
- ✓ Reviewed the High Ridge Rail Line as a potential "rail to trail" opportunity in the Township.

South Branch Preserve:

- ✓ Provided presentation to the Township Council on South Branch Preserve's activities and accomplishments.
- ✓ Community Garden was fully subscribed in 2014 – 145 gardeners. Several gardeners donated their crops grown at the Garden to the Drakestown United Methodist Church for their Food Pantry serving Mt. Olive and the surrounding community.
- ✓ Second phase of the Native Forest Restoration was completed, planting 4,680 trees and shrubs. Prior to the winter season starting, volunteers wrapped 825 trees to prevent degradation of the tree population.
- ✓ Signed an agreement with a local farmer to farm the fields along Wolfe Road using organic farming practices. A portion of the food grown will be donated to the food pantry for those people who lack access to fresh, local vegetables.

General Advising:

- ✓ Responded to requests for information and materials.
- ✓ Provided support on potential property acquisitions, upon request by the Township.

AGREEMENT

BY AND BETWEEN

TOWNSHIP OF MT. OLIVE, County of Morris
A Municipal Corporation of the State of
New Jersey, with offices located at
204 Flanders-Drakestown Road
Mt. Olive, New Jersey 07828

Hereinafter referred to as “Township”

AND

THE LAND CONSERVANCY OF NEW JERSEY
Open Space and Farmland Preservation Advisors
with offices located at
19 Boonton Avenue
Boonton, New Jersey 07005

Hereinafter referred to as “Conservancy”

WITNESSETH:

WHEREAS, with the creation of a dedicated source of tax revenue (“Open Space Trust”) and an Open Space Committee for the acquisition of open space, a need exists to retain the services of an open space preservation consultant whose staff members have technical expertise and experience in the field of open space and farmland preservation and stewardship; and

WHEREAS, The Land Conservancy of New Jersey is a nonprofit organization whose mission is to preserve and protect open space for natural, historic, agricultural and recreational purposes and to assist municipalities in the stewardship of open space lands; and

WHEREAS, the Township desires to engage The Land Conservancy for the purpose of assisting the Township Council and the Open Space Committee with a variety of open space services, including (but not limited to) landowner negotiations and the preparation of grant applications as may be required with regard to the possible acquisition of open space and farmland.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. **Scope of Services:** The Land Conservancy of New Jersey shall provide the Township Council, Business Administrator, and the Open Space Committee with the services included in Schedule A.
2. **Term of Agreement:** The term of the agreement shall be for a twelve (12) month period commencing on January 1, 2015 and ending on December 31, 2015.
3. **Total Compensation:** For the scope of services and activities to be rendered during the twelve (12) month period, The Land Conservancy shall be paid a lump sum amount not to exceed \$11,500.00. Payments will be processed through the Township Council following the end of each quarter as follows:
 - First Quarter.....\$2,875
 - Second Quarter.....\$2,875
 - Third Quarter.....\$2,875
 - Fourth Quarter.....\$2,875

The Land Conservancy is able to keep the costs for these services low thanks to a generous grant from the Geraldine R. Dodge Foundation which underwrites this program.

4. **Payment Procedures:** The Land Conservancy shall be responsible in submitting to the Township Clerk a voucher with specific charges. Method of payment shall comply with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-16, which prohibits the governing body of any local unit from paying out any of its monies “unless the person claiming or receiving the same shall first present a detailed bill of items or demand, specifying particularly how the bill or demand is made up, with the certification of the party claiming payment that it is correct.”
5. **Cancellation of Agreement:** Both the Township and The Land Conservancy reserve the right to cancel this Agreement without reason upon thirty (30) calendar days written notice. However, both parties agree that any pending business will be completed to the best of The Land Conservancy’s abilities, and that an orderly transition of all outstanding projects or activities will be made in cooperation with the Township Clerk and the Township will pay The

Land Conservancy for all service rendered through the final date of service at the rate of \$45 per day for each day of service after the end of the preceding quarter

6. **Ownership of Records:** All records, maps, plans and data pertaining to any Township open space issue and any other information utilized or gathered by The Land Conservancy on behalf of the Township shall be surrendered to the Township upon expiration or termination of this Agreement. The Land Conservancy may retain copies as it determines and will not disclose any non-public information.
7. **Mandatory Affirmative Action Compliance.** During the term of this agreement, the parties agree to comply with the Affirmative Action requirements set forth in N.J.A.C. 17:27, and hereby incorporate by reference the mandatory Affirmative Action language set forth in Exhibit "A" which is attached and made a part of this Agreement.
8. **Hold Harmless.** The Township will indemnify and hold harmless The Land Conservancy and its employees and agents against claims and expenses (including legal fees and expenses) arising from the performance by The Land Conservancy of its obligations under this Agreement, unless involving gross negligence or willful misconduct by The Land Conservancy or any of its employees or agents, and will pay against invoice any legal fees and expenses incurred by The Land Conservancy or any of its employees or agents in defending against any such claims, against the undertaking by the indemnitee (s) to refund the amount(s) paid in the event of a final binding determination that it, he or she was not entitled to indemnification hereunder. The Township may be entitled to recover from The Land Conservancy amounts paid by the Township hereunder in the event of damages caused the Township by The Land Conservancy or any of its employees or agents and shall not be entitled (in the absence of gross negligence or willful misconduct by The Land Conservancy or any of its employees or agents) to any larger amount in any such case, whether the damage is direct, indirect, consequential or of any other nature.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race,

creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

The Land Conservancy of New Jersey

Company Name



Officer Signature

David J. Epstein, President.

12/22/14.
Date

(973) 541-1010

Telephone Number

(Rev. 4/2010)



THE LAND CONSERVANCY OF NEW JERSEY

Preserve Now - Protect Forever

SCHEDULE A: SCOPE OF WORK **TOWNSHIP OF MT. OLIVE: OPEN SPACE ADVISOR**

The Land Conservancy of New Jersey will help Mt. Olive Township with the following activities:

1. Negotiation:
 - a. At the Township's request, work with private landowners and negotiate to achieve the best acquisition value for Township. Continue negotiations already begun by the Township and/or The Land Conservancy.
 - b. Work with Township Open Space Committee to select priority properties to pursue in keeping with Township Open Space Plan, Trails Plan, and available funding.
 - c. Staff will conduct landowner meetings, as necessary, to successfully advance the land acquisition project.
 - d. Develop specific acquisition strategies and financing scenarios for priority parcels.
2. Grant Applications:
 - a. When appropriate, encourage landowner applications to the county/ state programs.
 - b. When needed and upon request by the Township, prepare the Township's open space Planning Incentive (PI) application prior to state deadlines. The Township shall provide to The Land Conservancy both written and verbal notice of its intention to submit an update to its state applications no later than four weeks (4) prior to the deadline for submittal of the application. If the Township does not give adequate notice, The Land Conservancy reserves the right to charge a fee on top of the currently approved fee for services, not to exceed \$500.
 - c. Develop up to three (3) maps, as required by granting agencies for the preservation of land in the Township. Provide other mapping services, such as a new or updated Open Space Map, on a separate fee basis.
 - d. Help the Township prepare up to two (2) land acquisition grant applications for the County Open Space Trust Fund, including the maps required for this grant(s). Coordinate the site visit and formal presentation. The Township shall both written and verbal notice of its intention to submit its county grant application(s) to The Land Conservancy no later than four (4) weeks prior to the County's deadline for submittal of the application(s). If the Township does not give adequate notice to The Land Conservancy, or if the Township requests more than two (2) applications, or both, then The Land Conservancy reserves the right to charge a fee on top of the currently approved fee for services, not to exceed \$1,000 per grant.
 - e. The Land Conservancy will attend up to three (3) Township or County meetings as required for the completion of grant applications.



SCHEDULE A: SCOPE OF WORK
TOWNSHIP OF MT. OLIVE: OPEN SPACE ADVISOR

The Land Conservancy of New Jersey will help Mt. Olive Township with the following activities:

3. Trails
 - a. Continue to work with the Township to implement the Township's Trails Plan.
 - b. GPS trails and work with the Township to identify trail connections and existing trails.
 - c. Update the trails map upon request of the Township.
4. Due Diligence:
 - a. Develop any needed municipal resolutions for the completion of open space projects.
 - b. Upon request, manage the due diligence work for Township open space acquisitions in coordination with the Township. This includes obtaining proposals, coordinating work schedules, and reviewing all work products to ensure quality and compliance with government regulations.
 - c. Provide ongoing communication and coordination with agencies responsible for land preservation.
5. Funding:
 - a. Continue to explore available funding sources to leverage the Township's funding for land acquisition.
 - b. Apply for available funding, as appropriate and agreed to by the Township and The Land Conservancy, for land acquisition.
6. Advising:
 - a. Respond to regional initiatives as necessary in coordination with the Township Open Space Committee.
 - b. Provide regular progress reports to the Open Space Committee as needed and upon request.
 - c. Discuss and work on open space preservation issues and projects that may arise within the Township.
 - d. Staff will attend up to six (6) Open Space Committee and/or Township Council meetings, focusing on land acquisition and grant applications. If the Township requests attendance at additional municipal-based meetings, The Land Conservancy reserves the right to charge a fee on top of the currently approved fee.