

In Reply Refer to:

HR-05/55

United States Department of the Interior

FISH AND WILDLIFE SERVICE

New Jersey Field Office
Ecological Services
927 North Main Street, Building D
Pleasantville, New Jersey 08232
Tel: 609/646 9310
Fax: 609/646 0352
<http://njfieldoffice.fws.gov>



Mr. Daniel K. Salvante, Director
County of Essex
Department of Parks, Recreation, and Cultural Affairs
115 Clifton Avenue
Newark, NJ 07104

NOV 07 2005

Dear Mr. Salvante:

This is in regard to the proposed habitat restoration project at the Hilltop Reservation in Verona Township, Essex County, New Jersey. This project will be conducted with assistance from the U.S. Fish and Wildlife Service's (Service) *Partners for Fish and Wildlife* program. The Service proposes to work with you to restore approximately 10 acres of native warm-season grasses which will benefit migratory birds, mammals, and improve water quality.

As you are aware, one of the requirements of the *Partners for Fish and Wildlife* program is that the landowner must sign an agreement to maintain the restoration measures for at least 10 years. While the Service only requires a 10-year agreement, we are interested in establishing longer term agreements (such as 15, 25, or 50-year agreements). Please review the enclosed Fish and Wildlife Habitat Restoration Agreement (Agreement), including appendices (Enclosure 1), and Habitat Restoration Site Plan Forms (Enclosure 2), which describe the proposed project and estimated costs. If you agree to the proposed project, sign the original of the Agreement on page three above the heading "Cooperator." Additionally, on page one, provide the number of years (minimum of 10) that you agree to maintain the area in its restored condition. Please sign the enclosed agreement and return it to this office.

As the majority of work associated with this restoration project cannot be initiated until the Agreement is signed, your attention to this matter is much appreciated. Please contact Gian Dodici of my staff at (609) 646-9310, extension 22, if you have any questions on the proposed project or the Agreement. Thank you for your interest in fish and wildlife conservation.

Sincerely,

Clifford G. Day
Supervisor

ENCLOSURE 1

FISH AND WILDLIFE HABITAT RESTORATION AGREEMENT *Partners for Fish and Wildlife*

FISH AND WILDLIFE HABITAT RESTORATION AGREEMENT

This fish and wildlife habitat restoration agreement, dated _____, between Essex County (Cooperator), the Hilltop Conservancy (Partner) and the U.S. Fish and Wildlife Service (Service) is entered into pursuant to authority contained in Section 1 of the Fish and Wildlife Coordination Act (16 U.S.C. 661) and the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-742j).

This agreement allows the Service and/or its Partners to undertake fish and wildlife habitat restoration activities on land owned by the Cooperator in Essex County, State of New Jersey. These activities are described in Appendix A and are depicted on site plan drawings and maps. The Cooperator agrees to place 10 acres, as depicted in Appendix A, under this agreement for _____ years beginning on _____ (day/month/year) and ending on _____ (day/month/year).

In signing this agreement, the Cooperator joins as a participant in a fish and wildlife habitat restoration program and grants to the Service, or its designees, the authority to complete necessary habitat restoration, creation, or improvement activities or to personally carry out fish and wildlife habitat activities with financial or material support from the Service or its Partners, as described in Appendix A. The site plan drawings included in Appendix A indicate pre-restoration site conditions and work to be completed.

The estimated construction costs of the habitat project and the amount contributed by the Service and its Partners are identified in Appendix B. Any donation of supplies or equipment, or direct payment from the Service or its Partners to the Cooperator for carrying out these habitat activities, is also identified in Appendix B. If the Cooperator is being reimbursed for actions taken as part of this agreement, these actions will also be described in Appendix B.

The Cooperator grants the Service and its partners vehicular access to the site at reasonable times for conducting project-related activities, such as inspecting completed work, surveying wildlife populations, operation of structures, etc. The Cooperator retains all rights to control trespass and retains all responsibility for taxes, assessments, granting rights-of-way, control and eradication of noxious weeds, and other incidences of ownership.

The Cooperator assumes responsibility for all maintenance after the initial habitat work is complete, except for initial maintenance required because of inadequate construction by the Service or its Partners. Inadequate construction performed by the Cooperator under the special provisions in Appendix B must be rectified by the Cooperator at his/her expense.

Modifications to the original habitat site plan that the Cooperator may want to undertake shall require the written concurrence of the Service. The agreement may be modified at any time by mutual consent. It may also be terminated in writing by either party with thirty (30) days receipt of the written notice. Any written notice to the Service shall be sent to the Assistant Regional Director - Ecological Services, U.S. Fish and Wildlife Service, 300 Westgate Center Drive, Hadley Massachusetts 01035. Any written notice to the Cooperator shall be sent to: Mr. Daniel K. Salvante, Director, County of Essex, Department of Parks, Recreation, and Cultural Affairs, 115 Clifton Avenue, Newark, NJ 07104.

If this agreement is terminated by the Cooperator, the Cooperator will reimburse the Service and its Partners for their project construction costs, as identified in Appendix B. If the agreement is terminated in writing by the Service, then the Service may at its option remove any habitat restoration structures placed on the land.

The termination date of the agreement will determine when obligations between the parties shall end. For most freshwater wetlands restored under the terms of this agreement, this termination will initiate the 5-year grace period under which the Cooperator may convert the wetland to its pre-restoration drained condition, as allowed by Nationwide Permit No. 27, issued by the U.S. Army Corps of Engineers under Section 404 of the Clean Water Act. Final determination about the applicability of Nationwide Permit No. 27 to any wetlands restored under this agreement lies with the Corps of Engineers. It is the responsibility of the Cooperator to contact the Corps to receive that determination. The Cooperator is advised that State and/or local regulations may either prohibit or may require a permit to convert a restored wetland to its pre-restoration drained condition.

At the end of the agreement period, any habitat developments to the land will become the property of the Cooperator. There shall be no obligation to any of the parties after the agreement has expired. Specifically, the Service will be under no obligation to restore land to its original condition.

Restoration of wetlands under this agreement cannot be credited as mitigation required for the receipt of Federal, State, or local wetlands permits.

The Cooperator guarantees ownership of the above-described land and warrants that there are no outstanding rights which interfere with the rights of the Service or its Partners under this agreement.

In the event the Cooperator transfers any of the lands designated and described in the attached site plan map, he/she shall take such steps as are necessary to inform the purchaser of the existence of this agreement. Additionally, any deed, lease, or other instrument of transfer will be made subject to this agreement so that the new landowner shall become the Cooperator. The Cooperator will notify the Service of any changes in ownership.

The Service is prohibited by law from making obligations that exceed available funds, and therefore, the Service can only do that work which is funded. In the event funds are not available to do the habitat restoration work within the period of time or in the manner described on the attached site plan, the Service will notify the Cooperator of that fact.

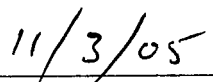
Signature by the parties to this agreement signifies understanding of each parties rights and responsibilities.

MR. DANIEL K. SALVANTE, DIRECTOR
COUNTY OF ESSEX


DATE



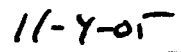
FIELD REPRESENTATIVE
U.S. FISH AND WILDLIFE SERVICE



DATE



PROJECT LEADER
U.S. FISH AND WILDLIFE SERVICE



DATE

If there are any other partners, please have them sign below.

NAME

DATE

TITLE/ORGANIZATION

APPENDIX A

**RESTORATION PLAN,
TOPO MAP,
SITE PLAN DRAWINGS**

UPLAND RESTORATION PLAN

The proposed upland restoration project will restore 10 acres of native warm-season grassland at the 200 acre Hilltop Reservation; a facility of the Essex County Parks Department, in Essex County, New Jersey. The Reservation is located in the heart of the Central Passaic Wetlands Critical Bird Migration Area and provides critical stopover habitat during spring and fall migrations. The proposed restoration would occur on 10 acres that is currently dominated by mugwort (*Artemisia vulgaris*), a nonnative invasive species that occupies almost 100 percent of the area.

Native grasslands contain a variety of vegetative types from short, sparse vegetation to dense cover which provides important habitat for many wildlife species throughout the year. Grasslands provide sources of food for migratory birds during the fall and winter months, as well as providing important nesting habitat during the breeding season. In addition, grasslands provide habitat for other wildlife, including mammals and insects. Small mammals that occur in fields, such as meadow jumping mice (*Zapus hudsonius*), are an important food source to many birds of prey. Butterflies, such as monarchs (*Danaus plexippus*) and orange sulphurs (*Colias eurytheme*) feed on the nectar produced by native plants.

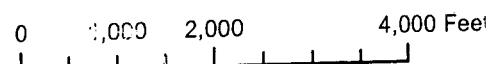
To restore grassland habitat for grassland-dependent birds, mammals, insect pollinators, and improve water quality, the Service proposes to seed approximately 10 acres (refer to enclosed site map) with a warm-season grass mixture. Possible warm-season grass seed mixture (certified seed) could include, but are not limited to: Indiangrass (*Sorghastrum nutans*), switchgrass (*Panicum virgatum*), big bluestem (*Andropogon girardii*) and little bluestem (*Schizachyrium scoparium*). Wildflowers could include, but are not limited to, black-eyed Susan (*Rudbeckia hirta*), purple coneflower (*Echinacea purpurea*), oxeye sunflower (*Heliopsis helianthoides*), and wild lupine (*Lupinus perennis*).

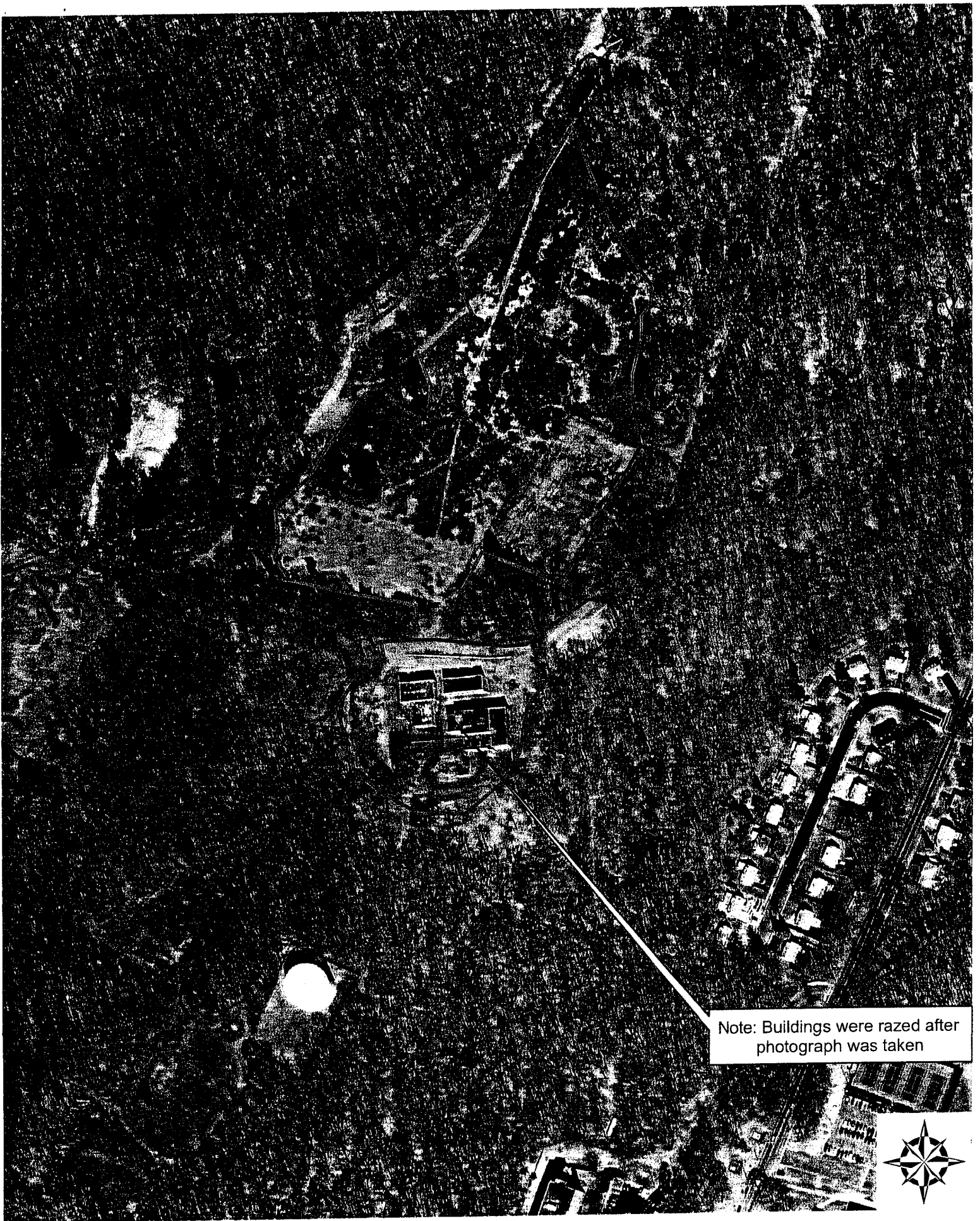
The Cooperator and Partner will prepare the site for native warm-season grass by eliminating mugwort from the site and preparing the site for seeding. Due to the difficulty in controlling mugwort, site preparation may take one or two years. The Cooperator will provide or contract use of a tractor and operator for planting with the Service's Truax FLX-88 "no-till" grass drill. The Service will provide the use of its Truax FLX-88 grass drill, and will provide the warm season grass mixture as well as provide technical assistance. The Cooperator will maintain the warm-season grass efforts through mowing of established native grass once a year (multiple treatments for the first year or as needed) for a period of 3 years until the native grass has established itself. Once established, the native grass stand should be managed on a two to three year cycle using appropriate management techniques. Management tools could include, light disking, mowing or prescribed fire and should occur in the early spring in order to provide winter habitat of migratory songbirds but they shall not occur between April 15 and October 1 of any year to prevent disturbance to grassland-nesting birds and insect pollinators.

Wildlife nesting boxes will be installed to supplement natural nest sites for these species at the project site.



Hilltop Reservation Partners for Fish and Wildlife Habitat Restoration Project Site





Note: Buildings were razed after photograph was taken



Hilltop Reservation Partners for Fish and Wildlife Habitat Restoration Project Site

0 135 270 540 Feet

APPENDIX B

**COST ESTIMATES,
PARTNER CONTRIBUTIONS,
SPECIAL PROVISIONS**

PARTNERS FOR FISH AND WILDLIFE HABITAT RESTORATION PROJECTS COSTS

Cooperator / Landowner: Essex County
Partner: Hilltop Conservancy
County: Essex
Drainage: Passaic River

COST ESTIMATES

Material and Restoration Costs: Upland Grass Restoration

Site Preparation

Debris Removal: 48 man hours @ \$25.00 / hour	(In-kind) Cooperator = \$ 1,200.00
Disking: \$12.00 / acre	(In-kind) Cooperator = \$ 264.00
Herbicide application : \$30.00 / acre (three applications to 10 acres)	(In-kind) Cooperator = \$ 900.00

Material Cost

Glyphosate	
1 st application (\$19.40 / gallon @ 2.0 gallons / acre)	(In-kind) Partner = \$ 388.00
2 nd application (\$19.40 / gallon @ 1.5 gallons / acre)	(In-kind) Partner = \$ 291.00
3 rd application (\$19.40 / gallon @ 1.0 gallons / acre)	(In-kind) Partner = \$ 194.00

Seeding

Warm season grass mixture: 12 lbs / acre @ \$9.50 / lb	(Cash) Service = \$ 1,140.00
Labor (operator for tractor): 8 man hours @ \$75.00 / hour	(In-Kind) Cooperator = \$ 600.00
Rental: Service's Truax FLX-88 "no-till" grass drill: 10 acres x \$25 / acre	(In-Kind) Service = \$ 250.00

Technical Assistance (2 days @ \$500 / day)	(In-Kind) Service = \$ 1,000.00
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Other Project costs

Bluebird boxes (15 @ \$10 / box)	(Cash) Service = \$ 150.00
Installation of bluebird boxes	(In-kind) Partner = \$ 150.00

Totals:

(In-Kind) Service = \$ 1,250.00
(Cash) Service = \$ 1,290.00
(In-kind) Cooperator = \$ 2,964.00
(In-kind) Partner = \$ 1,023.00

TOTAL PROJECT COST	\$ 6,527.00
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ENCLOSURE 2

HABITAT RESTORATION SITE PLAN FORMS

SERVICE / PARTNERS CONTRIBUTIONS AND SPECIAL PROVISIONS

Service Contributions

The Service will: (1) provide technical assistance and planning for the entire project; (2) provide warm season grass mix for 10 acres; (3) provide 15 bluebird boxes; and, (4) provide technical assistance and rental of the Service's Truax FLX-88 "no-till" grass drill. Estimated in-kind and cash contributions from the Service total \$2,540.00, a 38.9 percent cost share.

Essex County (Cooperator) Contributions

The County will: (1) prepare the site for seeding (which will include debris removal, herbicide application, mowing and disking); (2) provide a tractor and operator for use with the Service's Truax FLX-88 "no-till" grass drill; and (3) be responsible for routine maintenance of seeding efforts for the life of the project. Maintenance mowing shall not occur between April 15 and October 1 of any year to prevent disturbance to grassland-nesting birds. The Cooperator's estimated contribution totals \$2,964.00, a 45.4 percent cost share.

Hilltop Conservancy (Partner) Contributions

The Hilltop Conservancy will: (1) provide funds to purchase and apply the herbicide to treat the invasive mugwort; (2) install and maintain bluebird boxes; and, (3) provide technical assistance and project planning and oversight. The Cooperator's estimated contribution totals \$1,023.00, a 15.7 percent cost share.

Special Provisions

The Cooperators and/or Partner will notify the Service if project plans significantly change from those outlined above. Significant changes will require written modification to this Agreement.

ENCLOSURE 2

HABITAT RESTORATION SITE PLAN FORMS

RESTORATION PLAN**

Property Owner County of Essex Site # _____

Plan Prepared by Gian Dodici Date November 1, 2005

Purpose/Goals of the Project (wildlife species to benefit, vegetative community to be achieved, % open water, miles of riparian restoration to be achieved, etc.): This project will restore approximately 10 acres of native grassland and 3 acres of Palustrine Emergent wetlands

This project benefits which of the following priority factors:

<input type="checkbox"/> endangered, threatened, or candidate species	<input type="checkbox"/> FmHA conservation easement
<input checked="" type="checkbox"/> migratory nongame birds of mgmt. concern	<input type="checkbox"/> national wildlife refuge
<input type="checkbox"/> globally or nationally imperiled community	<input type="checkbox"/> NAWMP goals
<input type="checkbox"/> spawning habitat of anadromous fish	<input checked="" type="checkbox"/> existing habitat fragmentation

Project Description: To restore grassland habitat for grassland-dependent birds, mammals, insect pollinators, and improve water quality, the Service proposes to seed approximately 10 acres of native warm-season grasses

Previous Habitat Degradation/Alteration at Site: The project site is currently fallow agricultural field

Is the project primarily Habitat: (Restoration), Improvement, Creation (circle applicable)

Will endangered species, cultural resources or existing wetlands be impacted by the proposed project? Yes. (No)

If yes, explain

SCS/Corps Wetland Determination

Are any permits required (including Corps NWP 27)? Yes (No)

If yes, identify

Acres/Feet Restored 10 acres Buffer Size

List of Cooperators/Partners County of Essex / Hilltop Conservancy

Length of Landowner Agreement Minimum of 10 years

Is monitoring planned for this project? (Yes). No

If yes, describe The Service will monitor the site yearly during the length of the agreement

**** For the purposes of this form, Habitat Restoration can include improvement and creation projects. All Restoration Plans must include site plan drawings and a completed Restoration Site Habitat Summary (HR-5).**

Habitat Restoration Form HR-4

RESTORATION HABITAT SUMMARY

Property Owner County of Essex

Site # _____

HABITAT TYPES		EXISTING SITE (ACRES)	ACRES IMPACTED	TYPE OF IMPACT*	POST- PROJECT ACRES
Wetlands	Freshwater Marsh (PEM)				
	Scrub/Shrub (PSS)				
	Forested (PFO)				
	Tidal Marsh (E2EM)				
	Tidal Scrub/Shrub (E2SS)				
	Farmed Wetland				
	Prior Converted Cropland				
Uplands	Grassland	0	10	restoration	10
	Pasture				
	Cropped Field				
	Old Field	10	10		0
	Scrub/Shrub				
	Deciduous Forest				
	Evergreen Forest				
	Mixed Forest				

* Type of Impact should include both positive and negative impacts such as filling, inundating, planting, fencing, etc.

Habitat Restoration Form HR-5