



ESSEX COUNTY BOARD OF CHOSEN FREEHOLDERS

HALL OF RECORDS, ROOM 558
465 DR. MARTIN LUTHER KING, JR., BLVD.
NEWARK, NJ 07102

(973) 621-4486
(973) 621-5695 (FAX)

Email:

DDAVISFORD@FREEHOLDERS.ESSEXCOUNTYNJ.ORG

Deborah Davis Ford
Clerk of the Board

October 26, 2015

Courtney M. Gaccione
Essex County Counsel
Hall of Records, Room 530
Newark, NJ 07104

Dear Mrs. Gaccione:

Enclosed please find a certified copy of the resolution(s) which was/were adopted by the Essex County Board of Chosen Freeholders on October 14, 2015. Highlighted items (with attachments if required) below are being transmitted to you as per the resolution.

Sincerely,

Deborah Davis Ford
Clerk of the Board

DDF:na

Mr. Mark Acker
Director/Treasurer
Administration & Finance
465 Dr. MLK Jr., Blvd. Rm. 549
Newark, NJ 07102

Mr. Maurice Brown
Director
Div., of Community Action
50 S. Clinton Street
East Orange, NJ 07018

Mr. Julius N. Coltre
Director
Dept. of Purchasing
465 Martin Luther King, Jr. Blvd.
Newark NJ 07102

Ms. Jaklyn DeVore
Director
Division on Senior Services
50 S Clinton St., Suite 3200
East Orange, NJ 07018

Mr. Anibal Jr. Ramos
Director
Dept. of Economic Development,
Training & Employment
50 South Clinton Street
East Orange NJ 07018

Mr. Daniel K. Salvante
Director
Dept. of Parks, Recreation &
Cultural Affairs
115 Clifton Ave.
Newark, NJ 07104

Mr. George F. Serio
Director
Division Housing Community Dev.
20 Crestmont Road
Verona, NJ 07044

Mr. Sanjeev Varghese
County Engineer
Department of Public Works
900 Bloomfield Ave.
Verona, NJ 07044

Mr. Norman Willis
Acting Chief Financial Officer
Hall of Records, Room 542
465 Dr. MLK Jr., Blvd.
Newark, NJ 07102

**COUNTY OF ESSEX, NEW JERSEY
BOARD OF CHOSEN FREEHOLDERS**



State of New Jersey, }
County of Essex } ss

I Deborah Davis Ford Clerk of the Board of Chosen

Freeholders of the County of Essex in the State of New Jersey

Do hereby Certify, the foregoing to be a true copy of a resolution adopted at a

meeting of said Board on Wednesday

the 14th day of October, 2015 together with the certification,

signatures and endorsements thereon.

RESOLUTION NO: R-2015-00778, 00780, 00781, 00782, 00786, 00787, 00788, 00790, 00792,
00793 & 00795

*I N Testimony WHEREAS, I have hereunto set my
hand and affixed the official seal of said County at
Newark this 26th* October A.D. 2015
day of

Deborah Davis Ford
Clerk

RESOLUTION OF THE BOARD OF FREEHOLDERS
R-2015- COUNTY OF ESSEX

15

RESOLUTION NO. 00782 AUTHORITY FOR RESOLUTION: N.J.S.A. 40:41A-38(n)

PROPOSED BY: COUNTY EXECUTIVE AUTHORITY FOR ACTION: N.J.S.A. 40:41A-36(i)

SUBJECT: DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS -
AUTHORIZATION FOR THE COUNTY OF ESSEX TO ENTER INTO AN AGREEMENT WITH US
FISH AND WILDLIFE SERVICES TO RESTORE APPROXIMATELY 13 ACRES OF THE HILLTOP
RESERVATION IN VERONA TOWNSHIP AND THE BOROUGH OF NORTH CALDWELL

WHEREAS, the Hilltop Reservation is located in the heart of the Passaic Wetlands Critical Bird Migration Area and provides a critical stopover habitat during spring and fall migrations; and

WHEREAS, within Hilltop Reservation there are five areas of potential restoration totaling approximately 13 acres; and

WHEREAS, the County of Essex would like to partner with U.S. Fish and Wildlife Services to restore approximately 13 acres of the Hilltop Reservation in Verona Township and the Borough of North Caldwell; and

WHEREAS, the proposed restoration project will manage invasive plant species, create several shallow water wetlands, establish native grasses and plant native trees and shrubs to improve wildlife habitat; and

WHEREAS, the County recommends the Board of Chosen Freeholders enter into a ten (10) year agreement with U.S. Fish and Wildlife Services to restore approximately 13 acres of native warm-season grasses at the Hilltop Reservation; and

WHEREAS, the restoration is to be completed using in-kind servers from both the County, the Hilltop Conservancy and U.S. Fish and Wildlife Services; and

WHEREAS, the Board of Chosen Freeholder is empowered by N.J.S.A. 40A:41A-38(n) to approve, by resolution agreements presented by the County Executive; now, therefore, be it.

RESOLVED, by the Essex County Board of Chosen Freeholders:

1. That the Agreement with the U.S. Fish and Wildlife Services attached hereto and made part hereof, is hereby approved in accordance with the provisions of law.
2. That the Clerk of the Board of Chosen Freeholders shall forward two (2) certified copies of this resolution and agreement to the Department of Parks, Recreation and Cultural Affairs and one to County Counsel.

RECEIVED
CLERK OF THE BOARD
2015 OCT - 2 AM 10:49
ESSEX COUNTY
BOARD OF
CHOSEN FREEHOLDERS

Approved as to form and legality Courtney Accin Date 9/24/15

9/ ESSEX COUNTY COUNSEL

RECORD OF VOTE (X=Vote N.V.=Abstention ABS=Absent)

Moved By Freeholder Sebold
 Second by Freeholder Bobadilla

Freeholder	Yes	No	N.V.	ABS	Freeholder	Yes	No	N.V.	ABS
Bobadilla	X				Richardson	X			
Gill, V.P.	X				Sebold	X			
Johnson	X				Timberlake, Pres.	X			
Jones	X				Toro	X			
Luciano	X								

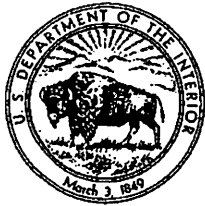
It is hereby certified that the foregoing Resolution was adopted () defeated () tabled by roll call vote at a Regular meeting of the Board of Chosen Freeholders of the County of Essex, New Jersey held on Oct 14 2015.

Is Publication Required () Yes () No

Date Published _____

Britnee N. Timberlake
 Britnee N. Timberlake, President

Hilltop Conservancy and U.S. Fish and Wildlife Services



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://www.fws.gov/northeast/njfieldoffice/>



Dan Salvante, Executive Director
Essex County Parks Department
115 Clifton Avenue
Newark, New Jersey 07104

APR 28 2015

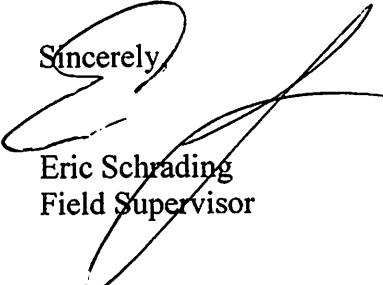
Dear Mr. Salvante:

Thank you for your interest in working again with the U.S. Fish and Wildlife Service (Service) *Partners for Fish and Wildlife (Partners)* program at the Hilltop Reservation in Verona Township and North Caldwell Borough, Essex County, New Jersey. The site is an open space park that has undergone several habitat restoration projects. Approximately 13 additional acres of the reservation can be restored and enhanced for passive recreation and wildlife habitat, particularly for migratory birds, through the assistance of *Partners*.

The Service drafted the enclosed documents for your review, based upon input from, and site visits with members of the Hilltop Conservancy. Please review the enclosed Landowner Agreement (Agreement) and supporting documents. These documents replace the draft Service agreement forwarded to you by the Hilltop Conservancy on July 25, 2013, and follow the wetland restoration plans outlined in the Conservancy's Green Acres grant #07-10-22 awarded on April 6, 2011. If you agree to the proposed project, please sign and date the Agreement on page three. The date you, as the landowner representative, sign is the start date of the Agreement. On page one of the Agreement, please provide the number of years that you agree to maintain the area in its restored condition. One of the requirements of the *Partners* program is that a landowner must sign an Agreement to maintain restoration measures for at least ten years. While the Service only requires a ten-year commitment, we are interested in establishing longer term agreements. Such an Agreement does not necessarily imply that all project components will be maintained for that length of time, but rather the area will be kept in its relatively natural, restored state.

After the requested information is completed, please return the original to our office. *Partners* cannot assist with the proposed restoration work until the Agreement is signed. If you have any questions, concerns, or modifications to the enclosed documents, please contact Brian Marsh at (609) 383-3938, extension 22.

Sincerely,



Eric Schrading
Field Supervisor

Enclosures

**PARTNERS FOR FISH AND WILDLIFE PROGRAM
LANDOWNER AGREEMENT**

This Landowner Agreement (Agreement) between Essex County and the U.S. Fish and Wildlife Service (Service) is entered into pursuant to authority contained in the Partners for Fish and Wildlife Act (P.L. 109-294), the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.) and the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-j), as amended. This project was selected because the Landowner(s) share(s) a common objective with the Service to restore habitat for the benefit of Federal trust species on private lands, and the project supports priority actions identified in the Regional Partners for Fish and Wildlife (Partners) Program Strategic Plan.

Essex County, New Jersey, hereby agrees to participate with the Service in conducting certain wildlife management practices on 13 acres of lands owned or managed in Verona Township and North Caldwell Borough, Essex County, New Jersey, as shown on the enclosed maps.

In signing this Agreement, the Landowner(s) join(s) as a participant in a wildlife habitat improvement program and grants to the Service and any other cooperators signing this Agreement authority to complete the habitat improvement project or the Landowner(s) may personally carry out management activities with financial or material support as described in attached Exhibit A. Any donation of supplies or equipment to the Landowner for carrying out the habitat improvements is estimated in Exhibit A. The activities conducted pursuant to this Agreement are not to replace, supplement or otherwise contribute to any mitigation or compensation that may be required of the Landowner(s) or other parties as a result of any mandated requirements.

The term of this Agreement (also referred to as the habitat retention period) will be ten years. This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party(ies). However, if the Landowner(s) terminate(s) the Agreement before its expiration, or if the Landowner(s) should materially default on these commitments, then the Landowner(s) agree(s) to reimburse the Service prior to final termination for the prorated costs of all habitat improvements placed on the land through this Agreement. For these purposes, the total cost of the habitat improvements to the United States is agreed to be \$9,300.

Landowner:

The Landowner(s) or his/her land manager, with legal authority over land management decisions, guarantee(s) ownership of the above-described land and warrants that there are no outstanding rights that interfere with this Landowner Agreement.

The Landowner(s) will notify the Service [and the other cooperating partner(s)] of planned or pending changes in ownership. A change of ownership shall not change the terms of this Agreement. The Agreement and terms shall be in effect on the described land for the term of the Agreement.

The Landowner(s) agree(s) to allow access (with advance notice) to the Service [and the other cooperating partner(s)] to implement the project described in Exhibit A, and to monitor project success.

The Landowner(s) retain(s) all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

During the habitat retention period, the landowner must allow the habitat restored under this award to remain in place without interference. At the end of the habitat retention period, the habitat improvement project will become the sole property and complete responsibility of the Landowner(s). There shall be no obligation to the Service after the term of the Agreement has expired.

The Landowner(s) will be responsible for securing any necessary permits. Technical advice and support may be provided by participating agencies in the application for the permit(s). The Landowner(s) agree(s) to identify Service' contribution to the project during public presentations, reports, or other information published about the project, as appropriate.

The Landowner(s) will be free to remove any structure at his/her own expense at the termination of the Agreement; however, the Agreement does not supersede any Local, State, or Federal regulation that would apply to the removal of any such structure(s). The Landowner(s) will not be responsible for replacing wildlife habitat developments that are damaged or destroyed by severe acts of nature.

Service:

The Service will work with the Landowner(s) [and any other cooperators signing this Agreement,] throughout the entire Agreement term to support actions needed to ensure that the project is designed and constructed per the Agreement and functions as intended.

The Service, its agents, or assignees will provide advanced notice prior to accessing the Landowner(s) property to implement the project described in the work plan, and to monitor project success.

The Service assumes no liability for damage or injury other than that caused by its own negligence, on the above acreage. The Service does not assume jurisdiction over the premises by this Agreement.

Spatial Information Sharing: In accordance with the Privacy Act of 1974, permission must be obtained from the Landowner before any personal information can be released. The only information that can be shared is payment information that is authorized by law. Therefore, Landowner consent is requested to allow for sharing of spatial information about this project solely with conservation cooperators providing technical or financial assistance with the restoration, enhancement or management of fish and wildlife habitat.

I, the Landowner, consent to having spatial information about this project shared with other conservation cooperators

I, the Landowner, do NOT wish to have any spatial information about this project shared with other conservation cooperators

Signatures:



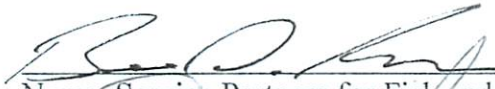
5-2-15

Name, Landowner(s)

Date (Agreement date)

Name, Cooperator / Partner (optional)

Date



4-27-15

Name, Service Partners for Fish and Wildlife Program Biologist

Date



4/27/15

Name, Service Partners Program State Coordinator or Field Supervisor or Branch Chief

Date



RALPH J. CIALLELLA

Joseph N. DiVincenzo, Jr.
Essex County Executive



Deborah Davis Ford
Clerk of the Board

PARTNERS FOR FISH AND WILDLIFE
HABITAT RESTORATION PROJECT COSTS

Landowner: Essex County
Partners: Hilltop Conservancy (HC)
County: Essex
Watershed: Rahway River

COST ESTIMATES

Technical assistance with design, permitting, etc.	(In-kind) Service = \$	1,000
Herbicide application, amphibious vehicle use and delivery, grass drill delivery	(In-kind) Service = \$	1,500
Shallow water wetland excavation	(In-kind) Service = \$	3,000
Trees and shrubs	(Cash) Service = \$	2,500
Tree tubes and snow fencing	(Cash) Service = \$	1,000
Nest boxes	(Cash) Service = \$	300
Planting trees and shrubs	(In-kind) HC = \$	1,000
Mowing prior to herbicide application	(In-kind) Landowner = \$	500
Herbicide application	(In-kind) HC = \$	2,500
Herbicide	(Cash) HC = \$	500
Seed	(Cash) HC = \$	1,500
Seeding	(In-kind) HC = \$	1,000
Nest box poles, predator guards, installation	(Cash) Landowner = \$	300
Totals:	(Cash) Service = \$	3,800
	(In-kind) Service = \$	5,500
	(Cash) Landowner = \$	300
	(In-kind) Landowner = \$	500
	(Cash) HC = \$	2,000
	(In-kind) HC = \$	4,500
TOTAL PROJECT COST:	\$	16,600

EXHIBIT A

The habitat improvements described below are agreed to by Essex County, the Service, and Hilltop Conservancy as part of the above Landowner Agreement.

Description of Habitat Improvement Project and Objectives

The proposed restoration project is at the Hilltop Reservation in Verona Township and North Caldwell Borough, Essex County, New Jersey. The site includes large areas of forested upland and wetland habitat and is surrounded by areas of residential and commercial development. Within the Hilltop Reservation are five areas of potential restoration totaling approximately 13 acres in addition to other areas already restored through other projects. The proposed restoration project over these five areas will manage invasive plant species, create several shallow water wetlands, establish native grasses, and plant native trees and shrubs to improve wildlife habitat. This project will be done in conjunction with a Green Acres grant of \$275,000 that was awarded to Hilltop Conservancy to improve public access by upgrading old roadbeds and to restore wildlife habitat in adjacent areas.

There are four areas of wet meadow at Hilltop Reservation totaling approximately 11 acres that can be restored to improve wildlife habitat. These areas are identified on the attached project map.

Restoration in the one-acre wet meadow will include three components. First, control of invasive species is needed especially mugwort (*Artemisia vulgaris*) and smaller amounts of common reed (*Phragmites australis*). Mugwort requires control through spring to early summer application of herbicides such as a combination of glyphosate (*e.g.*, Rodeo) and aminopyralid (*e.g.*, Milestone). Aminopyralid cannot be applied to any standing water, but can be applied to seasonally dry wetlands. Common reed requires herbicide application in mid to late summer if using imazapyr (*e.g.*, Habitat) or late summer if using glyphosate (*e.g.*, Rodeo). Hilltop Conservancy will work with a specialist contractor (via grant funding) to do the spraying, potentially with limited support from the Service depending on availability. Thorough control of common reed and mugwort will likely take more than one growing season. Effective herbicide application will likely require mowing standing dead vegetation prior to application. The second component of restoration will entail the excavation of several small shallow water wetlands that will provide habitat for wildlife, such as breeding amphibians. The Service will do the excavation using a skid steer loader. Excavated material will be spread on adjacent upland areas and used for low berms that will create the wetlands. The wetlands will likely act as vernal ponds that are ephemeral pockets of water that provide high quality amphibian breeding habitat. The third component for this field will be reseeding the entire area with a mix of native grass species, such as big bluestem (*Andropogon gerardii*) and indiagrass (*Sorghastrum nutans*), and a mix of upland and wetland forbs, such as common milkweed (*Asclepias syriaca*) and swamp milkweed (*A. incarnata*), that will provide wildlife cover and pollinator habitat. The Hilltop Conservancy will provide the seed (via grant funding) and the Service can potentially provide a grass drill (to be operated by the County).

The three-acre wet meadow will require three similar components as the one-acre wetland. However, the cover of invasive plants is not as extensive and as monotypic as in the one-acre wetland. Also,

native tree and shrub planting will largely replace seeding in this wetland. The Service will excavate the shallow water wetlands in this meadow and provide trees and shrubs. Shrubs and trees will include a variety of native species known to have value to foraging migratory birds or pollinators and may include, but are not limited to, red osier dogwood (*Cornus sericea*), silky dogwood (*C. amomum*), buttonbush (*Cephalanthus occidentalis*), red chokeberry (*Aronia arbutifolia*), arrowwood (*Viburnum dentatum*), elderberry (*Sambucus canadensis*), winterberry (*Ilex verticillata*), serviceberry (*Amelanchier canadensis*), black chokeberry (*Aronia melanocarpa*), river birch (*Betula nigra*), hackberry (*Celtis occidentalis*), redbud (*Cercis canadensis*), sweet pepperbush (*Clethra alnifolia*), flowering dogwood (*Cornus florida*), spicebush (*Lindera benzoin*), wild cherry (*Prunus serotina*), and pin oak (*Quercus palustris*). The Service will provide the trees and shrubs as a mix of containerized plants and bare root plants that can be planted via a combination of paid contractors and community volunteers coordinated by the Hilltop Conservancy. Due to the abundance of deer at the reservation, the Service recommends protecting at least a portion of the plantings while they get established. The Service can provide deer guards for this purpose. The Service can also provide snow fence that can be set up in narrow parallel rows for use as a deer guard that can also demarcate reservation boundaries where needed.

The two-acre wet meadow requires similar restoration measures as the three-acre wetland, but will not require excavation of wetlands or planting trees.

The five-acre wet meadow is surrounded by homes and restoration work in this area may benefit from some community outreach by the County and / or Hilltop Conservancy. Common reed is well established in the wetland and will continue to spread. Common reed provides some cover to wildlife but will eventually form a monoculture with almost no biodiversity providing no foraging opportunities for most birds and insects. The common reed will also gradually disrupt any remaining natural hydrology of the area. The Service will spray this area once in the late summer using an amphibious vehicle with a glyphosate-based herbicide (*e.g.*, Rodeo) or possibly a combination of glyphosate and an imazapyr-based herbicide (*e.g.*, Habitat). The Service will acquire an Aquatic Pesticide Application permit from the New Jersey Department of Environmental Protection (NJDEP) for the spraying. Any additional future spraying in the area would be done by either the County or a paid contractor. Once the common reed is managed, native wetland plants should naturally recolonize the area. The County and Hilltop Conservancy could also do some hydrological modifications in the wetland such as plugging the shallow drainage ditches that cross the meadow. The Service could provide some technical advice but the County or Hilltop Conservancy (via a contractor) would need to do the excavation. The same contractor could also remove the old debris (*e.g.*, cast iron storm grates, pipes, concrete rubble) located on the western side of the site. The ditch filling would likely require a General Permit 16 from the NJDEP.

All four of these wetland areas contain and / or are bordered by woody invasive species that may require control such as tree-of-heaven (*Ailanthus altissima*), catalpa (*Catalpa bignonioides*), common privet (*Ligustrum vulgare*), and shrub honeysuckles (*Lonicera maackii* and *L. morrowii*). Woody invasive plants may require a variety of types of herbicide for their control, including triclopyr-based products (*e.g.*, Pathfinder II or Garlon 3A).

The two-acre upland field identified on the map will be seeded with native grasses once existing compost cover has broken down. Grass species will likely include little bluestem (*Schizachyrium scoparium*), big bluestem (*Andropogon gerardii*), and indiagrass (*Sorghastrum nutans*). The Service will provide a Truax no-till drill for use by the County or the Hilltop Conservancy. Seed will be provided by the Hilltop Conservancy.

The Service will provide a variety of nesting boxes for bluebird (*Sialia sialis*), nuthatch (*Sitta* spp.), screech owl (*Megascops asio*), and other species. The Hilltop Conservancy can install the nest boxes. The Service recommends boxes be installed on poles with predator guards to reduce nest predation by snakes, feral cats, and other predators.

Passive Recreation

The County can develop passive recreation within the project area including wildlife viewing platforms, and walking trails. The Service can assist in identifying other partners that can assist with these efforts. However, the Service can also assist with interpretive signage for the project site to identify to the general public the restoration activities and valuable wildlife habitat that is within the project area.

The Service will:

The Service will provide approximately 500 trees and shrubs, tree tubes or snow fencing, nest boxes, grass drill, assistance with permitting, assistance with herbiciding, assistance with excavation and other assistance as needed. The Service will provide technical support with project implementation and monitoring. The materials and technical assistance costs provided by the Service are approximately \$9,300 (includes in-kind services), which is equivalent to a 56% cost-share.

The Landowner(s) will:

The landowner, Essex County, will help support the project as needed, assist by mowing prior to herbicide application, and provide materials for nest box installation and do the installation. Estimated value of the assistance from the landowner for the restoration work will be \$800 (includes in-kind services), which is equivalent to a 5% cost-share.

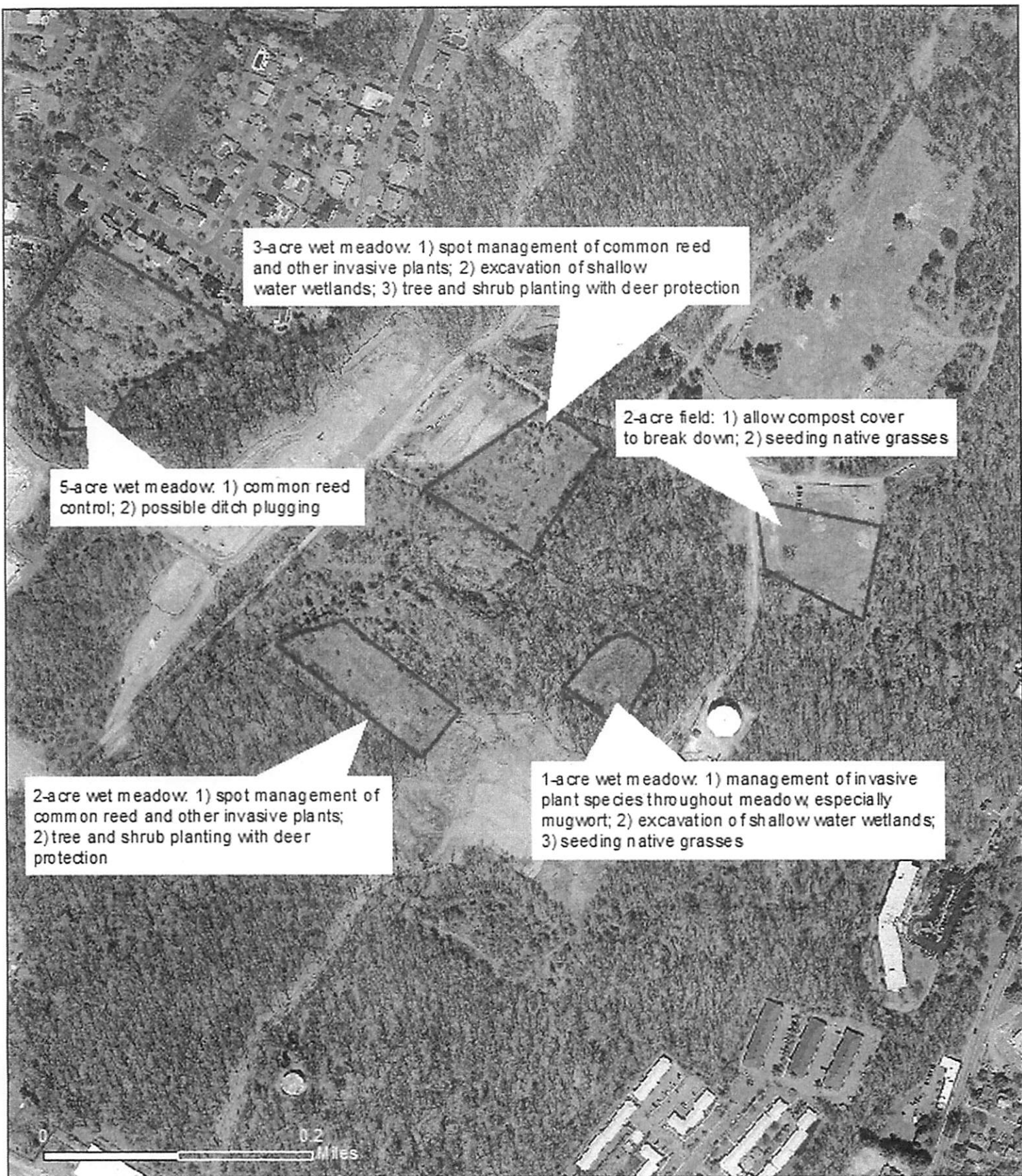
The Cooperator / Partner will:

Using Green Acres funding, Hilltop Conservancy will complete or organize most of the work associated with planting trees and shrubs, seeding, coordinate most of the herbicide application, and generally manage the project. Estimated value of the assistance from the Hilltop Conservancy for the restoration work will be \$6,500 (includes in-kind services), which is equivalent to a 39% cost-share.



Project Name: Hilltop Reservation Restoration Projects

Location: Verona Township and North Caldwell Borough, Essex County, New Jersey





Project Name: Hilltop Reservation Restoration Projects
Location: North Caldwell Borough and Verona Township

