

Kathy Burger

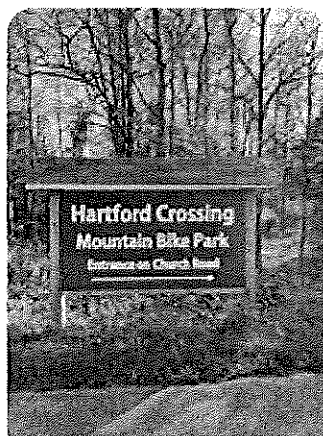
From: Kathy Burger
Sent: Thursday, May 5, 2022 2:54 PM
To: Kathy Burger

2:52



Chuck

Sun Apr 24 6:50 PM



Medford 08055 | Well
it looks like Beth
Portocalis (Medford
Zoning Official who a...
[facebook.com](https://www.facebook.com)

If there is indeed a danger
now that has been reported to
Us close it down. Such a
shame for the people that use
it



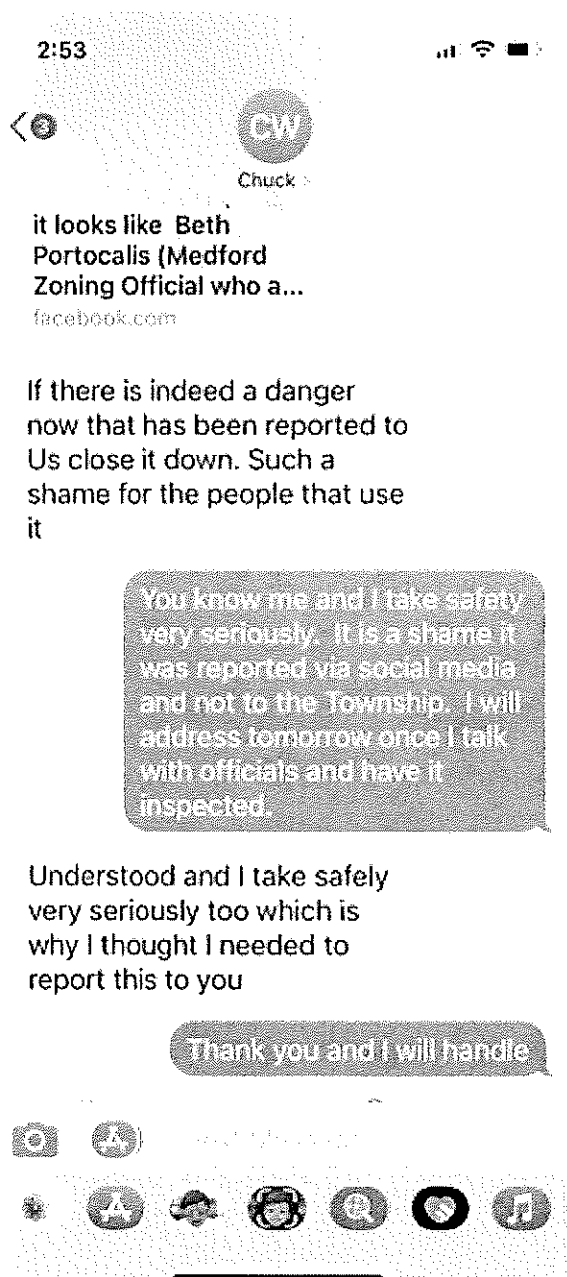
Text Message



Sent from my iPhone

Kathy Burger

From: Kathy Burger
Sent: Thursday, May 5, 2022 2:54 PM
To: Kathy Burger
Subject: Screenshot 2022-05-05 at 2.53.03 PM



Sent from my iPhone

Kathy Burger

From: Kathy Burger
Sent: Wednesday, May 25, 2022 3:39 PM
To: Rich Parks
Subject: Re: Hartford Trails

Rich,

Please let me know tomorrow when Jarry will be out to perform the work.

Kathy

Sent from my iPhone

On May 25, 2022, at 3:31 PM, Rich Parks <rparks@medfordtownship.com> wrote:

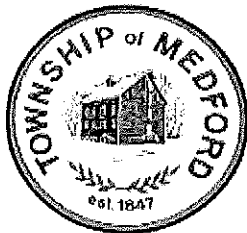
Kathy:

George was out last week due to COVID exposure and Chip was unable to meet with him until tomorrow morning. George met with Harry Adler this morning and Harry will take care of the tree work that is required that cannot be performed safely by our staff in the coming days. George will be performing the final walkthrough with Chip tomorrow morning and I will be reaching out to Harry to see when he will be mobilizing to take care of the tree work. All barriers and signage has been posted on the trails that we are not maintaining. Our intent is to get the trails open by Friday afternoon, but if Harry cannot complete the work by then, it may be pushed back to early next week.

If something changes, I will let you know. Let me know if you have any questions. Thanks.

Rich

Richard Parks, CPWM, CRP, CPM
Director of Neighborhood Services



Township of Medford
18 Fostertown Road
Medford, NJ 08055
Office: 609-654-6791
Fax: 609-654-7646
www.medfordtownship.com

Kathy Burger

From: Rich Parks
Sent: Thursday, May 26, 2022 12:45 PM
To: Kathy Burger
Subject: Updated Trail Map - Hartford Trails
Attachments: Updated Hartford Trail map 5.26.22.pdf

Kathy:

Attached is the updated map that shows where barriers and signage was placed indicating that the "Trail Beyond This Point Is Not Maintained". The maroon "X" is the location of the barrier. Please note that barrier placed where the "Fenceline Trail" meets the "Perimeter Trail" on the Church Road side advises that both trails in that area are not maintained. The Perimeter Trail and the Fenceline Trail are non-existent in that area so the barrier was placed on an angle to apply to both trails.

Let me know if you have any questions. Thanks.

Rich

Richard Parks, CPWM, CRP, CPM
Director of Neighborhood Services



Township of Medford
18 Fostertown Road
Medford, NJ 08055
Office: 609-654-6791
Fax: 609-654-7646
www.medfordtownship.com

Beth Portocalis

From: Natalie Napoli <natalienapoli10@gmail.com>
Sent: Friday, August 5, 2022 9:20 PM
To: Beth Portocalis
Subject: Fwd: Hartford Crossing

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

FYI

----- Forwarded message -----

From: Natalie Napoli <natalienapoli10@gmail.com>
Date: Monday, August 1, 2022
Subject: Hartford Crossing
To: Kevin.Appelget@dep.nj.gov, GreenAcres@dep.nj.gov, Cecile.Murphy@dep.nj.gov,
Martha.Sapp@dep.nj.gov

Hi,

Is DEP aware of the current condition of Hartford Crossing in Medford, NJ? Medford Township has not maintained the trails at all. It is disheartening to have witnessed these beautiful trails simply vanish because they are not maintained. There is only one visible trail left. There are dead trees and safety hazards along the trails. A local tree company offered to remove the dead trees at no cost and Medford refused their assistance. Does DEP have any recourse to compel Medford to maintain the trails? It's terrible that Medford took money from the state for this project only to let it all quickly go to waste. Was there a plan in place for Medford to maintain the trails when the grant was awarded?

Thank you for your time and assistance,

Natalie

Beth Portocalis

From: Kathy Burger
Sent: Thursday, May 26, 2022 1:21 PM
To: Beth Portocalis
Subject: FW: Updated Trail Map - Hartford Trails
Attachments: Updated Hartford Trail map 5.26.22.pdf

Beth,

Please post the new map on the Township's website. Thanks

Kathy

From: Rich Parks <rparks@medfordtownship.com>
Sent: Thursday, May 26, 2022 12:45 PM
To: Kathy Burger <kburger@medfordtownship.com>
Subject: Updated Trail Map - Hartford Trails

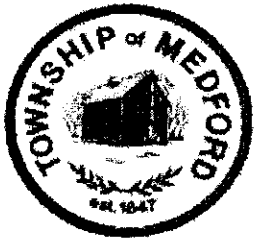
Kathy:

Attached is the updated map that shows where barriers and signage was placed indicating that the "Trail Beyond This Point Is Not Maintained". The maroon "X" is the location of the barrier. Please note that barrier placed where the "Fenceline Trail" meets the "Perimeter Trail" on the Church Road side advises that both trails in that area are not maintained. The Perimeter Trail and the Fenceline Trail are non-existent in that area so the barrier was placed on an angle to apply to both trails.

Let me know if you have any questions. Thanks.

Rich

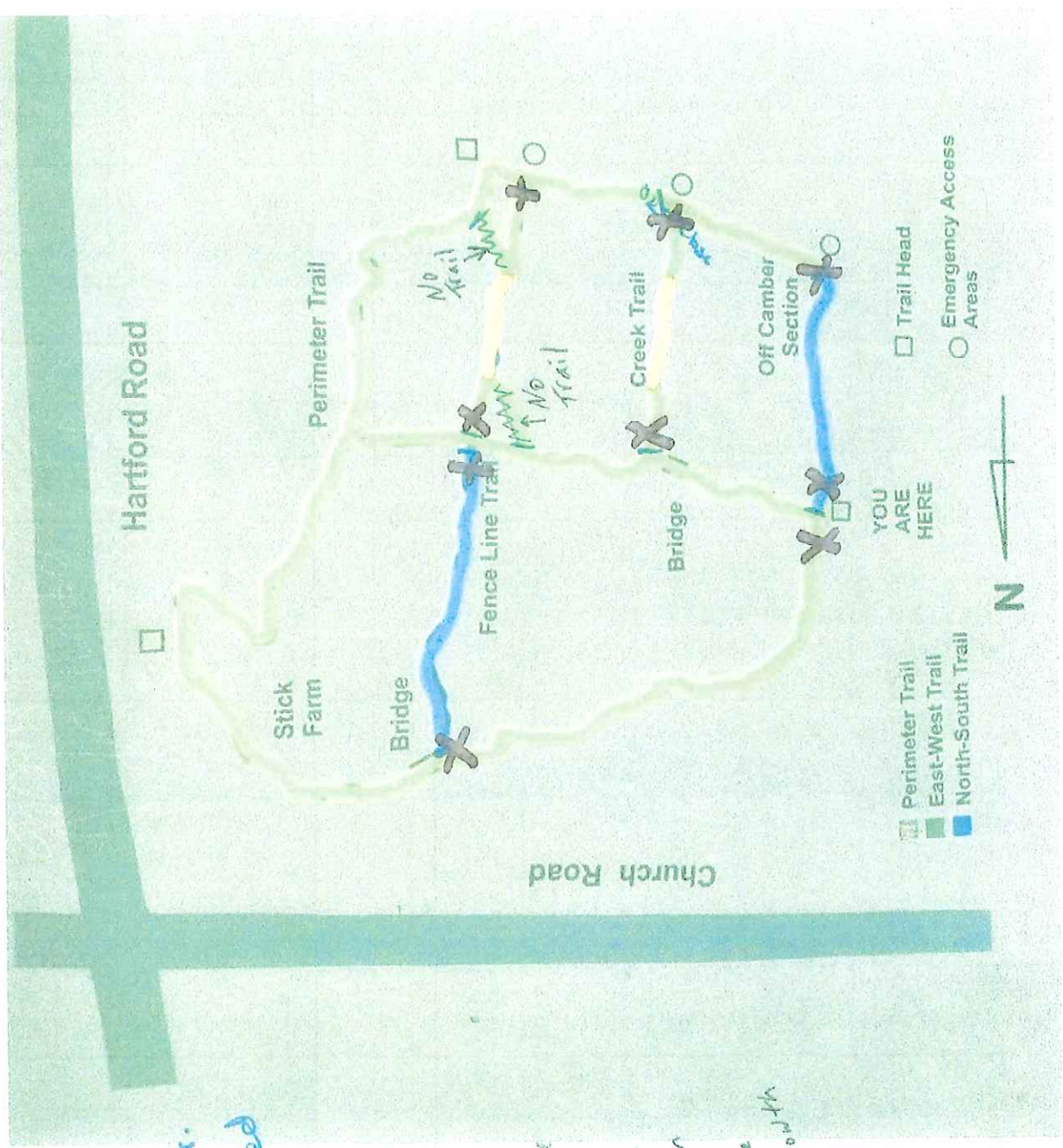
Richard Parks, CPWM, CRP, CPM
Director of Neighborhood Services



Township of Medford
18 Fostertown Road
Medford, NJ 08055
Office: 609-654-6791
Fax: 609-654-7646
www.medfordtownship.com

Trail maintained beyond this point.

X indicates where barriers were placed due to poor condition of trail or no trail exists due to overgrowth



Beth Portocalis

From: Medford Township Police <medford-township-police@emails.nixle.com>
Sent: Monday, April 25, 2022 1:57 PM
To: Beth Portocalis
Subject: Alert Message: Hartford Trails between Hartford Crossing Baseball Complex and the Hartford Road Softball Complex will be closed until further notice.

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Message sent via Nixle | [Go to nixle.com](https://nixle.com) | [Unsubscribe](#)

Monday, April 25, 2022 1:58 PM



Medford Township Police
91 Union Street, Medford NJ 08055

Alert Details

Severity:

Minor - Minimal to no known threat to life or property

Urgency:

Expected - Responsive action SHOULD be taken soon (within next hour)

Certainty:

Observed - Determined to have occurred or to be ongoing

Category:

SAFETY: General emergency and Public Safety

Event Description:

Debris Removal

Alert: Hartford Trails between Hartford Crossing Baseball Complex and the Hartford Road Softball Complex will be closed until further notice.

Dear Beth Portocalis,

Due to potential safety concerns, the Township is closing Hartford Trails until further notice. Until such time as the trails can be evaluated by a licensed arborist who is qualified to perform tree risk assessment and any hazards are removed, the area will remain closed. Township crews are taking steps to close all access points in an effort to protect the public from any safety hazards. Questions about this closure should be directed to the Township at 609-654-2608, extension 334.

Instructions:

Hartford Trails will remain closed until all areas can be evaluated for potential safety concerns.

For full details, [view this message on the web](#).

Sent by Medford Township Police
91 Union St, Medford, NJ 08055

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If you prefer not to receive future emails, [unsubscribe here](#).

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Beth Portocalis

From: Medford Township Police <medford-township-police@emails.nixle.com>
Sent: Friday, June 3, 2022 12:09 PM
To: Beth Portocalis
Subject: Alert Message: Hartford Trails is now open to the public.

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Message sent via Nixle | [Go to nixle.com](https://www.nixle.com) | [Unsubscribe](#)



Medford Township Police
91 Union Street, Medford NJ 08055

Friday, June 3, 2022 12:09 PM

Alert Details

Severity:

Minor - Minimal to no known threat to life or property

Urgency:

Immediate - Responsive action SHOULD be taken immediately

Certainty:

Observed - Determined to have occurred or to be ongoing

Category:

SAFETY: General emergency and Public Safety

Event Description:

Road Closure

Alert: Hartford Trails is now open to the public.

Dear Beth Portocalis,

The Township has completed the risk assessment and removed any safety hazards from Hartford Trails, between the baseball and softball complexes. Any persons using this trail that may observe a hazardous condition should report it to the Township as soon as possible by calling 609-654-2608, extension 334. We appreciate your cooperation.

Instructions:

Any persons using this trail that may observe a hazardous condition should report it to the Township as soon as possible by calling 609-654-2608, extension 334.

For full details, [view this message on the web.](#)

Sent by **Medford Township Police**
91 Union St, Medford, NJ 08055

To manage your email settings, [click here](#). To update your account settings, [login here](#).
If you prefer not to receive future emails, [unsubscribe here](#).

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Beth Portocalis

From: Beth Portocalis
Sent: Friday, June 11, 2021 7:12 PM
To: Judy Scherf; Rich Parks
Subject: RE: HARTFORD TRAILS CLEAN-UP -- SAT., JUNE 5TH

Fergot to get back to you; they only had a couple people show up so not much got done, so no need for the stipend. They're gonna try later in the year when not so many ticks & chiggers!!

From: Judy Scherf
Sent: Wednesday, June 2, 2021 11:08 AM
To: Beth Portocalis <bportocalis@medfordtownship.com>; Rich Parks <rparks@medfordtownship.com>
Subject: RE: HARTFORD TRAILS CLEAN-UP -- SAT., JUNE 5TH

Just let me know. thanks

Judy Scherf, CRP
Medford Township DNS Dept.
Office Manager
NJ Recycling Coordinator
NJ Clean Community Coordinator
609-654-6791 ext 322

From: Beth Portocalis
Sent: Wednesday, June 2, 2021 11:07 AM
To: Judy Scherf <jscherf@medfordtownship.com>; Rich Parks <rparks@medfordtownship.com>
Subject: RE: HARTFORD TRAILS CLEAN-UP -- SAT., JUNE 5TH

Thanks Judy. They are a Township Board, but last time they had the donation go to the Pinelands Preservation Alliance (PPA) and then used the funds to buy materials to upgrade the trails. I'll ask if the PPA if they will do that again.

From: Judy Scherf
Sent: Wednesday, June 2, 2021 10:41 AM
To: Beth Portocalis <bportocalis@medfordtownship.com>; Rich Parks <rparks@medfordtownship.com>
Subject: RE: HARTFORD TRAILS CLEAN-UP -- SAT., JUNE 5TH

Beth,

That's great, but they can have a donation. I have bags and gloves I don't think we have glasses, but I will check. Let me know if you want me to give them the 500.00. thanks Judy

Judy Scherf, CRP
Medford Township DNS Dept.
Office Manager
NJ Recycling Coordinator
NJ Clean Community Coordinator
609-654-6791 ext 322

From: Beth Portocalis
Sent: Wednesday, June 2, 2021 10:36 AM
To: Judy Scherf <jscherf@medfordtownship.com>; Rich Parks <rparks@medfordtownship.com>
Subject: HARTFORD TRAILS CLEAN-UP -- SAT., JUNE 5TH

Judy, Rich:

The Environmental Affairs Advisory Committee is planning to do a trail clean-up at Hartford Crossing Park along the bike trail this Saturday. They are not expecting a stipend, but would like to get some bags, gloves &/or safety goggles if you have any available.

If so, can you have them dropped off to me by Friday afternoon??

Thanks
Beth

From: Pola Girard Galie [<mailto:pola.galie@gmail.com>]
Sent: Wednesday, June 2, 2021 10:16 AM
To: Beth Portocalis <bportocalis@medfordtownship.com>
Subject: Any special instructions

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Anything in particular I need to know or pick up for Saturday's clean up?

Thanks.

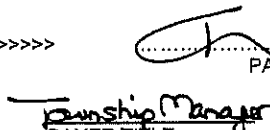
Pola

State of New Jersey Payment Voucher (Vender Invoice)				TO		AGY		NUMBER			TO		AGY		NUMBER			ACTG PER.		FY													
																				15													
				PP START			SCHED PAY			CHK		OFF		F		R		CK		(A) VENDER ID #													
PO # 4248758000918				PV DATE				MO		DY		YR		MO		DY		YR		CAT		LIAB		A		TY		CFL		21-6000852		00	
CONTRACT NO.		AGENCY REF.		BUYER		(B) TERMS				PAYEE: SEE INSTRUCTIONS FOR COMPLETING ITEMS (A) THROUGH (G)								(C) TOTAL AMOUNT															
																		\$24,000.00															

Medford Township
17 North Main Street
Medford, New Jersey 08055

(D) SEND COMPLETED FORM TO:
NJDEP Recreational Trails Program
MAILCODE 501- 01, PO Box 420
Trenton, NJ 08625

(F) PAYEE DECLARATIONS
I CERTIFY THAT THE WITHIN PAYMENT VOUCHER IS CORRECT IN ALL
ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES
HAVE BEEN FURNISHED OR RENDERED AND THAT NO BONUS HAS
OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.


PAYEE TITLE
6/7/19
PAYEE SIGNATURE
BILLING DATE

LINE NO	REFERENCE					(G) PAYEE REFERENCE						
	-CD-	-AGY-	-NUMBER	-LINE-		Trails Grant Reimbursement (15-0320-1)						
1												
2												
3												
	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO	
1	100	042	4875		205	V22G	6130				25RTPNSX	
2												
3												

	RPT CT	BS ACT	DT	DESCRIPTION	QUANTITY	AMOUNT	ID	PF	TX
1									
2				(15-0320-1)				F	
3									

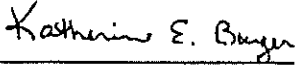
ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Recreational Trails Program Medford Township Hartford Crossing Bike Trail (15-0320-1) Payment (1) and Final. (Statement Attached)				
					\$24,000.00

CERTIFICATION BY RECEIVING AGENCY: I certify that the above articles
have been received or services rendered as state above.

Signature
State Trails Coordinator
Title Date

CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment
Voucher is correct and just, and payment is approved.

Authorized Signature
Date

TOWNSHIP OF MEDFORD GRANT FUND 17 NORTH MAIN STREET MEDFORD, NJ 08055				No. 1845	
DATE		3-224/300		AMOUNT	
05/30/19		1845		\$*****39,951.73	
Thirty Nine Thousand Nine Hundred Fifty One AND 73/100 Dollars					
TO THE ORDER OF		COASTLINE CONSTRUCTION LLC PO BOX 1554 MEDFORD, NJ 08055			
		  MANAGER TREASURER			

16100980050400 05-30-2019
 Republic First Bank
 Philadelphia, PA >036002247<

16100980050400

PAY TO THE ORDER OF
 REPUBLIC BANK
 TWO EIGHTY SEVEN
 NORTON PLACE
 PHILADELPHIA
 19104
 FOR DEPOSIT ONLY
 COASTLINE CONSTRUCTION LLC
 00001721216

6/3/2019

Account Transactions: Republic Bank

TOWNSHIP OF MEDFORD LAND PRESERVATION 17 NORTH MAIN STREET MEDFORD, NJ 08055			Republic BANK	No. 1692
DATE 05/30/19		1692	3-224/360	AMOUNT \$*****48.27
Forty Eight AND 27/100 Dollars				
TO THE ORDER OF	COASTLINE CONSTRUCTION LLC PO BOX 1554 MEDFORD, NJ 08055		<i>Katherine E. Buyer</i> MANAGER	
			<i>Ron Philo</i> TREASURER	

16100980050300 05-30-2019
Republic First Bank
Philadelphia, PA >036002247<

16100980056300

FOR THE ORDER OF
REPUBLIC BANK
TWO LIBERTY PLACE
08002247
FOR DEPOSIT ONLY
08001721216
COASTLINE CONSTRUCTION LLC

TOWNSHIP OF MEDFORD

17 N. Main Street
 Medford, NJ 08055
 Tel (609) 654-2608 Fax (609) 953-4087

19-00683

This number must appear on all invoices, packing
 lists, correspondence, ETC.

Township of Medford
 17 North Main Street
 Medford, NJ 08055

ORDER DATE:
 REQUISITION NO:
 DELIVERY DATE:
 STATE CONTRACT NO:
 F.O.B. TERMS:

PAYMENT RECORD

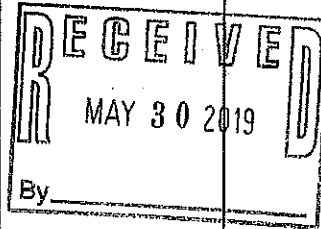
CHECK NO: 1845, 1692
 CHECK DATE: 5.30.19

V
E
N
D
O
R

Coastline Construction, LLC
 154 Old Marlton Pike PO Box 1554
 Medford, NJ 08055

The conditions of this order are not to be modified by any verbal
 understanding. All prices are F.O.B. destination, unless noted.

QUANTITY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
	Hartford Crossing Bike Trail Pay Estimate #1			
	Total Amount of Invoice Less Previous Payments			\$40,000.00 \$0.00
	Total Amount Due Contractor			\$40,000.00



VENDOR: SIGN THIS VOUCHER AND RETURN TO THE FINANCE OFFICE WITH YOUR INVOICE.

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one. X <i>[Signature]</i>	OFFICER'S CERTIFICATION I, having knowledge of the facts certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures. <i>[Signature]</i> 5/30/19		TAX EXEMPT # 21-6000852
	DEPARTMENT OFFICIAL <i>[Signature]</i> 5/30/19		FINANCE PRE-AUDIT
VENDOR SIGN HERE DATE 5/23/19 <i>[Signature]</i> PRESIDENT	MANAGER OR FINANCE OFFICER <i>[Signature]</i> 5/30/19		FINANCE OFFIC DATE
DATE 8-19-79 INCORPORATED? YES (NO)			
TAX ID/SOCIAL SECURITY #			

Maryann
 Roy
 5.30.19

25765 10
HARTFORD CROSSING BIKE TRAIL
MEDFORD TOWNSHIP
BURLINGTON COUNTY, NEW JERSEY
PAY ESTIMATE #1 (FINAL)
23-May-19

CONTRACTOR:
Coastline Construction, LLC
154 Old Manasquan Pike P.O. Box 1554
Medford, NJ 08055

BASE CONTRACT PRICE: \$40,000.00
ADDITIONS: \$0.00
REDUCTIONS: \$0.00
ADJUSTED CONTRACT PRICE: \$40,000.00

		UNIT	CONTRACT		THIS PERIOD		COMPLETED	
No.	DESCRIPTION	PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
BASE BID								
1	Dense Graded Aggregate Trail	\$37.00	1,067.57 LF	\$39,500.00	1,067.57 LF	\$39,500.00	1067.57 LF	\$39,500.00
2	Wetland Area Sign	\$500.00	1.00 Unit	\$500.00	1.00 Unit	\$500.00	1.00 Unit	\$500.00
CONTRACT TOTAL WITH APPROVED CHANGE ORDERS				\$40,000.00		\$40,000.00		\$40,000.00

TOTAL AMOUNT DUE THIS ESTIMATE: \$40,000.00
PREVIOUSLY PAID: \$0.00

AMOUNT DUE CONTRACTOR THIS ESTIMATE: \$40,000.00

THE ABOVE IS A FINAL ESTIMATE PREPARED BY ENVIRONMENTAL RESOLUTIONS FOR ALL WORK ACCOMPLISHED BY THE CONTRACTOR, COASTLINE CONSTRUCTION, LLC, ON THE ABOVE PROJECT AS OF MAY 15, 2019.

5/30/19
DATE

T. K.
CHRISTOPHER J. NOLL
TIM KALUHIOKALANI

AS AUTHORIZED LEGAL REPRESENTATIVE OF COASTLINE CONSTRUCTION, LLC, I HEREBY CERTIFY THAT ALL LOCAL, STATE, AND FEDERAL CODES, LAWS, ORDINANCES, AND REGULATIONS PERTAINING TO THE EXECUTION AND PERFORMANCE OF THIS CONTRACT HAVE BEEN SATISFIED. I FURTHER CERTIFY THAT FULL PAYMENT HAS BEEN MADE TO ALL CONTRACTORS, SUB-CONTRACTORS, AND SUPPLIERS. THE OWNER AND ENGINEER ARE HEREBY DISCHARGED AND HELD HARMLESS FROM ANY CLAIMS OR LIENS EXISTING OR RESULTING FROM THE PERFORMANCE OF THIS CONTRACT.

5/23/19
DATE

[Signature]
COASTLINE CONSTRUCTION, LLC

TOWNSHIP OF MEDFORD

17 No. Main Street • Medford, N.J. 08055
Tel (609) 654-2608 • Fax (609) 714-1790

VOUCHER

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, CORRESPONDENCE, ETC.

No. 19-00683

ORDER DATE: 04/08/19
REQUISITION NO: R9-00351
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

PAYMENT RECORD

CHECK NO.

CHECK DATE

ALL PRICES ARE F.O.B. DESTINATION, UNLESS NOTED.

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	HARTFORD CROSSING BIKE TRAIL PROJECT. CONSTRUCTION OF 1,067.60 LINEAR FEET OF TRAIL & WETLANDS SIGNAGE PER RFP ISSUED BY THE TOWNSHIP ENGINEER. QUOTES RECEIVED 3/18/19 PER ATTACHED SUMMARY.	G-02-41-764-016-263 Supplies & Services	18,536.8200	18,536.82
1.00	HARTFORD CROSSING BIKE TRAIL	G-02-41-754-016-292 Recreational Trails	21,414.9100	21,414.91
1.00	HARTFORD CROSSING BIKE TRAIL	9-14-56-849-000-263 Supplies & Services	48.2700	48.27
			TOTAL	40,000.00

**FOR PAYMENT
SIGN & RETURN**

VENDOR: SIGN THIS VOUCHER AND RETURN TO THE FINANCE OFFICE WITH YOUR INVOICE.

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

5/15/19

DATE

President

OFFICIAL POSITION

81-1979679

TAX I.D. NO. OR SOCIAL SECURITY NO.

INCORPORATED? ☐ YES ☒ NO

OFFICER'S CERTIFICATION

I, having knowledge of the facts certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT OFFICIAL

DATE

5/31/19

MANAGER OR FINANCE OFFICER

DATE

TAX EXEMPT #
21-6000852

FINANCE PRE-AUDIT

FINANCE OFFICER

DATE

VOUCHER COPY - SIGN AT X AND RETURN FOR PAYMENT

REQ 19-00351

TOWNSHIP OF MEDFORD PURCHASE REQUISITION

☐ Entered into SLOG
Rec. Dept.

- ☐ DO NOT MAIL P.O.
VOUCHER RETURN TO DEPT.
- ☐ MAIL ATTACHMENT W/ VOUCHER
- ☐ MAIL ATTACHMENT W/ CHECK
- ☐ CONFIRMING P.O. # _____

SUGGESTED VENDOR Coastline Construction, LLC 154 Old Marlton Pike Medford, NJ 08055	DELIVERY LOCATION: Hartford Crossing Park-120 Church Road c/o Manager's Office—Open Space 17 North Main Street Medford, NJ 08055
---	---

Date: 03/27/2019

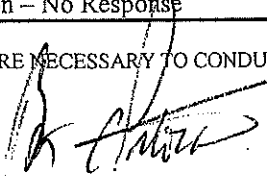
Contract #

Department: Managers Office-Open Space

Delivery Date:

ACCOUNT #	ITEM DESCRIPTION	QUANTITY	UNIT COST	TOTAL
G-02-41-764-016-263	Hartford Crossing Bike Trail Project.	1	\$18,536.82	\$18,536.82
	Construction of 1,067.60 linear feet of the trail	1	\$21,463.18	\$21,463.18
	& wetlands signage per RFP issued by the			
	Township Engineer. Quotes received 3/18/19			
	per attached summary.			
NJDEP Trail Grant				
<i>6-02-41-754-</i>				
<i>016-292</i>				
<i>9-14-52-849-</i>				
<i>010-263</i>				
	<i>OPEN SPACE TRUST</i>			
			<i>21,414.91</i>	<i>21,414.91</i>
			<i>48.27</i>	<i>48.27</i>
			<u> </u>	<u> </u>
			TOTAL COST	\$40,000.00
DATE	PRICE QUOTES & MISCELLANEOUS INFO. NOT TO APPEAR ON P.O.	TOTAL COSTS		
3/18/19	Command Company – 670 Linear Feet			
3/18/19	RTW Construction – No Response			

I CERTIFY THAT THE ARTICLES REQUESTED ARE NECESSARY TO CONDUCT PROPERLY THE ACTIVITIES OF THIS DEPARTMENT

AUTHORIZED SIGNATURE: 

Christopher J. Noll, PE, CME, PP
President & CEO

Barbara J. Fegley, AICP, PP
Sec./Treas. & Sr. Vice President

William H. Kirchner, PE, CME, N-2
Vice President



Rakesh R. Darji, PE, PP, CME, CFM

G. Jeffrey Hanson, PE, CME

Joseph R. Hirsh, PE, CME, CPWM

Joseph P. Orsino, CET

Marc H. Selover, LSRP, PG

Benjamin R. Weller, PE, CME, CPWM, S-3, C-3

Harry R. Fox, NICET III, CPSI

C. Jeremy Noll, PE, CME

815 East Gate Drive • Suite 103 • Mount Laurel • New Jersey • 08054

Telephone (856) 235-7170 • Fax (856) 273-9239 • www.erinj.com

March 19, 2019
25766 10

Ms. Beth Portocalis, Zoning Board Secretary
Township of Medford
17 North Main Street
Medford, NJ 08055

Re: Hartford Crossing Bike Trail
Medford Township
Quote Summary

Dear Beth:

Quotes were received on March 18, 2019 for the Hartford Crossing Bike Trail project. Three quotes were solicited and two were received. They are summarized on the following page.

It is recommended that construction of the Bike Trail and Wetland sign be awarded due to the receipt of favorable bid prices.

Therefore, based upon our review of the Quotes and our knowledge of Coastline Construction, LLC, it is recommended that construction of the Bike Trail and Wetland Sign in the total amount of \$40,000.00, be awarded to Coastline Construction, LLC. A resolution is not required since this is below the bid threshold. Please issue the appropriate purchase order.

A detailed bid summary is attached.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely yours,


Christopher J. Noll, P.E., C.M.E., P.P.
Township Engineer

Attachment
CJN/tgk

cc: All Bidders
Kathy Burger
Rich Parks

25766 10 Bid Award Recommendation

Re: Hartford Crossing Bike trail

SUMMARY OF QUOTES

<i>Contractor</i>	<i>Dense Graded Aggregate Trail</i>	<i>Wetland Area Sign</i>
Coastline Construction, LLC	1067.60 LF	\$500.00
Commánd Company, Inc.	670 LF	\$300.00
RTW Construction, Inc.	No Quote	No Quote

LIST OF CONTRACTORS

- 1) Todd Worrell
Coastline Construction, LLC
154 Old Marlton Pike
Medford, NJ 08055
- 2) Doug Marieneski
Command Company, Inc.
135 Hartford Road
Medford, NJ 08055
- 3) Denise Worrell
RTW Construction, Inc.
16 Old Red Lion Road
Southampton, NJ 08088

Christopher J. Noll, PE, CME, PP
President & CEO

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Joseph P. Orsino, CET

Marc H. Selover, LSRP, PG

Benjamin R. Weller, PE, CME, CPWM, S-3, C-3

Harry R. Fox, NICET III, CPSI

C. Jeremy Noll, PE, CME

815 East Gate Drive • Suite 103 • Mount Laurel • New Jersey • 08054

Telephone (856) 235-7170 • Fax (856) 273-9239 • www.erinj.com

March 8, 2019
25000 00

Coastline Construction LLC
154 Old Marlton Pike
Medford, NJ 08055

Attn: Todd Worrell

Dear Todd:

Medford Township is seeking quotes to construct a 6' wide, Dense Graded Aggregate Trail at Hartford Crossing Park. The Township has budgeted \$40,000.00 to construct the trail. The submitted quote for the Dense Graded Aggregate Trail should reflect the maximum length of trail that can be constructed for \$40,000. The Township is also requesting a quote to install one (1) "Wetland Area" sign. A description of the Quote Items and Form of Quote are enclosed for your use.

The proposed trail and sign locations are depicted on "Construction Plan", sheet 1 of 2 prepared by Environmental Resolutions, Inc. dated 5/04/18. Details of the trail and sign are provided on "Construction Details", sheet 2 of 2 prepared by Environmental Resolutions, Inc. dated 3/01/18. Both sheets are enclosed.

The trail must be completed by May 15, 2019. We request that you submit your quote by March 18, 2019. You are encouraged to inspect the proposed trail route prior to offering a quote. You may schedule a site inspection by contacting:

Beth Portocalis
17 North Main Street
Medford, NJ 08055
609-654-2608, ext. 324
bportocalis@medfordtownship.com

Please feel free to contact me at this office if you have any questions or require additional information.

Sincerely,

Timothy G. Kaluhiokalani, LLA, PP
Township Engineers Office

cc. Beth Portocalis
Chris Noll

QUOTE ITEMS

ITEM #1, DENSE GRADED AGGREGATE TRAIL

This item shall include clearing the proposed DENSE GRADED AGGREGATE TRAIL route, grubbing, removing structures and other work as herein described, all in accordance with the Plans and Specifications. Clearing shall be limited to a maximum width of 8 feet. Alignment of the trail shall vary so as to minimize removal of trees. Within the clearing limits the ground surface shall be cleared of trees, brush, weeds, roots, matted leaves, structures, debris and other unsuitable matter before construction of the trail is commenced. Trees which do not interfere with the Project shall be protected during the progress of the work. Tree stumps shall be grubbed out for all trees removed.

Material accumulated by clearing, grubbing, removal of structures and cleaning out as above described shall be disposed of by the Contractor in a manner satisfactory to the Engineer and in conformance with Federal, State and local regulations.

This item shall also include preparation of subgrade for installation of a 6' wide, DENSE GRADED AGGREGATE TRAIL at the location depicted on the Plan and in accordance with the Details.

The Dense Graded Aggregate material shall conform to the current N.J.D.O.T. specifications, except the requirements for moisture content immediately prior to placement. Recycled concrete will be permitted. Before any material is delivered to the project site, the Contractor shall furnish the Engineer with a certification attesting that the material he proposes to use has been tested and does conform to all N.J.D.O.T. requirements for Dense Graded Aggregate Base Course. Only approved material shall be furnished and placed, and only one type of material - i.e., either quarry-processed stone, or blast furnace slag, or crushed gravel - shall be used throughout the Project.

For all DENSE GRADED AGGREGATE TRAIL surfacing, the subgrade shall be properly shaped, generally maintain existing grades and be compacted before the material is laid. The dense graded aggregate shall be spread in a uniform layer on geotextile fabric to obtain a minimum 6" depth when compacted. The material shall be compacted to at least 95% of their Maximum Density at a moisture content within 2% of optimum as defined and determined by current A.S.T.M. Designation D-698, Method C. The finished surface shall be smooth and free of defects, and it shall be generally true to the existing grades and contours.

The quantity of DENSE GRADED AGGREGATE TRAIL for which payment will be made will be the length of trail actually constructed, measured in lineal feet, in accordance with the Form of Quote.

Payment for DENSE GRADED AGGREGATE TRAIL will be made for the quantity as above determined, measured in lineal feet. The price shall include the cost of clearing, grubbing and removal of debris, subgrade preparation, the cost and placement of geotextile fabric, dense graded aggregate in place, compacted and complete, and all materials, labor, equipment and all else necessary and incidental thereto.

ITEM #2, WETLAND AREA SIGN

This item shall include installation of a 12" x 18" WETLAND AREA SIGN at the location depicted on the plan and as detailed on the Construction Details sheet. The price bid for this item shall include the cost of the sign and all hardware necessary to mount it on a timber post.

The quantity for which payment will be made shall be on a unit basis.

Payment for installation of WETLAND AREA SIGN will be made for the quantity actually installed, on a unit basis at the price bid in the Form of Quote. The price bid shall include the cost of the timber post, sign, in place; all excavation, compaction, materials, labor, equipment and all else necessary therefore and all other work in connection therewith and incidental thereto.

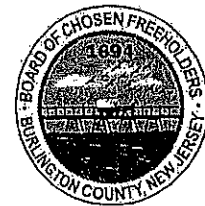
FORM OF QUOTE

For the Dense Graded Aggregate Trail project in the Township of Medford, Burlington County, New Jersey.

<u>Item</u>	<u>Description</u>
1.	Dense Graded Aggregate trail _____ L.F.
2.	Wetland Area Sign 1 Unit \$ _____



Board of Chosen Freeholders
County of Burlington
New Jersey



Department of: RESOURCE CONSERVATION

MARY PAT ROBBIE
Director of Resource Conservation

Phone: (856) 642-3850
Fax: (609) 261-7271

Physical Address:
50 Rancocas Road
Mount Holly, New Jersey 08060

Mailing Address:
P.O. Box 6000
Mount Holly, New Jersey 08060

March 25, 2019

Beth A. Portocalis
Dept. of Planning, Zoning & Code Enforcement
Township of Medford
17 North Main Street
Medford, NJ 08055

RE: 2015 Municipal Park Development Grant

Dear Ms. Portocalis: *Beth*

By letter dated March 20, 2019, you requested that Medford Township be permitted to utilize the balance of funds remaining in the 2015 Municipal Park Development Program grant for improvements to the Hartford Crossing Bike Trail. The 2015 grant funds will be used in conjunction with a Recreational Trails Grant received from the NJ Department of Environmental Protection to pave portions of the existing trail network at Hartford Crossing and to add signage.

I am pleased to inform you that your request is approved. There is a balance of \$18,537 in the 2015 grant that may be used for the Hartford Crossing Bike Trail.

I wish you the best of luck in completing another successful park improvement project!

Sincerely,

Mary Pat Robbie
Mary Pat Robbie



TOWNSHIP OF MEDFORD

17 No. Main Street • Medford, N.J. 08055

Tel (609) 654-2608 • Fax (609) 714-1790

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, CORRESPONDENCE, ETC.

No. 17-01170

ORDER DATE: 06/08/17

REQUISITION NO: R7-00706

DELIVERY DATE:

STATE CONTRACT:

ACCOUNT NUM:

PAYMENT RECORD

CHECK NO.

CHECK DATE

SHIP TO

TOWNSHIP OF MEDFORD
DEPARTMENT OF RECREATION
17 NORTH MAIN STREET
MEDFORD, NJ 08055

VENDOR

VENDOR #: D0205

DUBELL LUMBER COMPANY
ROUTE 70 EAST
148 RT 70 EAST
MEDFORD, NJ 08055

ALL PRICES ARE F.O.B. DESTINATION, UNLESS NOTED.

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	HARTFORD TRAIL BRIDGE MATERIAL Furnish Various Materials Per Attached Quotation for Eagle Scout Project to construct a bridge along Hartford Crossing Park Bike Trail To Be Picked up	G-02-41-754-016-292	676.8000	676.80
			TOTAL	676.80

**NO ORDER VALID
UNLESS SIGNED BELOW**

TOWNSHIP MANAGER OR PURCHASING AGENT



Medford
DuBell Lumber Co.
148 Rt. 70 East
Medford, NJ 08055
Fax: _____



QUOTE

1705-761718

PAGE 1 OF 1

SOLD TO
Cash Sales

JOB ADDRESS
DAVID BIRMINGHAM TROOP 20 UPPER BRIDGE EAGLE PROJECT

ACCOUNT	JOB
CASH	0
CREATED ON	05/31/2017
EXPIRES ON	06/30/2017
BRANCH	4000
CUSTOMER PO#	
STATION	PR4
CASHIER	38
SALESPERSON	
ORDER ENTRY	38
MODIFIED BY	

Return Policy: 30 Days on
Stock Material. Special Order
items are non-returnable.

Item	Description	D	Quantity	U/M	Price	Per	Amount
21216ACQ	2x12 16#2 SYP MCA TREATED		5	EACH	1.8600	LFT	148.80
448ACQ	4x4 8#2 SYP MCA TREATED		12	EACH	1.2500	LFT	120.00
248ACQ	2x4 8#2 SYP MCA TREATED		7	EACH	0.5700	LFT	31.92
2412ACQ	2x4 12#2 SYP MCA TREATED		6	EACH	0.6200	LFT	44.64
2612ACQ	2x6 12#2 SYP MCA TREATED		3	EACH	0.7800	LFT	28.08
5468ACQ	5/4x6 8' STD DECKING SYP MCA		20	EACH	0.6400	LFT	102.40
GCAR387P	GALV.CARRIAGE BOLT 3/8"X 7"PC.		24	EACH	1.5500	EACH	37.20
GLAG384P	GALV LAG SCR 3/8X4 PC		20	EACH	0.6500	EACH	13.00
GWAS38P	GALV.FLAT WASHER 3/8" PC.		44	EACH	0.1300	EACH	5.72
GLWAS38P	GALV.LOCK WASHER 3/8"PC.		44	EACH	0.1000	EACH	4.40
GNUT38P	GALV.HEX NUT 3/8"PC.		24	EACH	0.1100	EACH	2.64
PGP35	5LB. PRIMEGUARDPLUS 3" SCREWS		2	EACH	27.0000	EACH	54.00
PGP2125	5LB. PRIMEGUARDPLUS 2-1/2"SCREWS		3	EACH	28.0000	EACH	84.00
				Subtotal		676.80	
				NJ 6.875%	Sales Tax	46.53	
				Total		723.33	

Buyer:

Signature

TOWNSHIP OF MEDFORD

17 No. Main Street • Medford, N.J. 08055
Tel (609) 654-2608 • Fax (609) 714-1790

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, CORRESPONDENCE, ETC.

No. 17-00663

ORDER DATE: 03/27/17
REQUISITION NO: R7-00345
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

PAYMENT RECORD

CHECK NO.

CHECK DATE

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TOWNSHIP OF MEDFORD
PLANNING OFFICE
17 NORTH MAIN STREET
MEDFORD, NJ 08055

V
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O
R

DUBELL LUMBER COMPANY
ROUTE 70 EAST
P.O. BOX 1449
MEDFORD, NJ 08055

VENDOR #: D0205

ALL PRICES ARE F.O.B. DESTINATION, UNLESS NOTED.

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	NJDEP TRAIL GRANT FURNISH VARIOUS MATERIALS (LUMBER, DECKING HARDWARE) PER ATTACHED QUOTATION 1703-717000 DATED 3/5/17 FOR AN EAGLE SCOUT PROJECT TO CONSTRUCT A BRIDGE ALONG THE HARTFORD CROSSING PARK BIKE TRAIL TO BE PICKED UP	G-02-41-754-016-292	680.9000	680.90
			TOTAL	680.90

**NO ORDER VALID
UNLESS SIGNED BELOW**

TOWNSHIP MANAGER OR PURCHASING AGENT

DEPARTMENTAL COPY

REQ. _____

**TOWNSHIP OF MEDFORD
PURCHASE REQUISITION**

☐ Entered into SLOG
Rec. Dept.

☐ DO NOT MAIL P.O.
VOUCHER RETURN TO DEPT.

☐ MAIL ATTACHMENT W/ VOUCHER

☐ MAIL ATTACHMENT W/ CHECK

☐ CONFIRMING P.O. # _____

SUGGESTED VENDOR DuBell Lumber Company 148 Route 70 East Medford, NJ 08055	DELIVERY LOCATION: Medford Township Hartford Crossing Park 120 Church Road Medford, NJ 08055
--	---

Date: 3/27/2017

Contract #

Department: Manager's Office

Delivery Date:

ACCOUNT #	ITEM DESCRIPTION	QUANTITY	UNIT COST	TOTAL
NJDEP Trail Grant G-02-41-754-016-292	Furnish various materials (lumber, decking, hardware) per attached Quotation 1703-717000 dated 3/15/17 for an Eagle Scout Project to construct a bridge along the Hartford Crossing Park Bike Trail. To be picked up.	1	\$680.90	\$680.90
			TOTAL COST	\$680.90
DATE	PRICE QUOTES & MISCELLANEOUS INFO. NOT TO APPEAR ON P.O.		TOTAL COSTS	

I CERTIFY THAT THE ARTICLES REQUESTED ARE NECESSARY TO CONDUCT PROPERLY THE ACTIVITIES OF THIS DEPARTMENT

AUTHORIZED SIGNATURE: _____



Medford
DuBell Lumber Co.
148 Rt. 70 East
Medford, NJ 08055

Fax: _____



QUOTE

1703-717000 R1 PAGE 1 OF 1

SOLD TO
MEDFORD TWP 17 N. MAIN ST MEDFORD NJ 08055

JOB ADDRESS
MEDFORD TWP Harford Trails Lower Bridge 17 N. MAIN ST MEDFORD NJ 08055

ACCOUNT	JOB
1921	0
CREATED ON	03/15/2017
EXPIRES ON	04/14/2017
BRANCH	4000
CUSTOMER PO#	
STATION	MED4
CASHIER	119
SALESPERSON	2
ORDER ENTRY	119
MODIFIED BY	119

Return Policy: 30 Days on
Stock Material. Special Order
items are non-returnable.

Item	Description	D	Quantity	U/M	Price	Per	Amount
21216ACQ	2x12 16'#2 SYP MCA TREATED		7	EACH	1.8600	LFT	208.32
448ACQ	4x4 8'#2 SYP MCA TREATED		8	EACH	1.2500	LFT	80.00
5468ACQ	5/4x6 8' STD DECKING SYP MCA		20	EACH	0.6400	LFT	102.40
248ACQ	2x4 8'#2 SYP MCA TREATED		13	EACH	0.5700	LFT	59.28
2610ACQ	2x6 10'#2 SYP MCA TREATED		5	EACH	0.7800	LFT	39.00
2410ACQ	2x4 10'#2 SYP MCA TREATED		1	EACH	0.6200	LFT	6.20
PGP2125	5LB. PRIMEGUARDPLUS 2-1/2"SCREWS		3	EACH	28.0000	EACH	84.00
PGP35	5LB. PRIMEGUARDPLUS 3" SCREWS		2	EACH	27.0000	EACH	54.00
GCAR387P	GALV.CARRIAGE BOLT 3/8"X 7"PC.		18	EACH	1.5500	EACH	27.90
GNUT38P	GALV.HEX NUT 3/8"PC.		20	EACH	0.1100	EACH	2.20
GLWAS38P	GALV.LOCK WASHER 3/8"PC.		20	EACH	0.1000	EACH	2.00
GLAG384P	GALV LAG SCR 3/8X4 PC		24	EACH	0.6500	EACH	15.60
Boy Scout Project Matt will call you this coming week. K.					Subtotal	680.90	
		EXEMPT 0.00% EXE: 1			Sales Tax	0.00	
					Total	680.90	

Buyer:

Signature

TOWNSHIP OF MEDFORD

17 No. Main Street • Medford, N.J. 08055
Tel (609) 654-2608 • Fax (609) 714-1790

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, CORRESPONDENCE, ETC.

No. 17-00572

ORDER DATE: 03/13/17
REQUISITION NO: R7-00287
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

PAYMENT RECORD

CHECK NO.

CHECK DATE

SHIP TO
TOWNSHIP OF MEDFORD
DEPARTMENT OF RECREATION
17 NORTH MAIN STREET
MEDFORD, NJ 08055

VENDOR
RIVER FRONT RECYCLING &
AGGREGATE, LLC
20 MAPLE AVENUE
LUMBERTON,, NJ 08048

VENDOR #: R0263

ALL PRICES ARE F.O.B. DESTINATION, UNLESS NOTED.

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
40.00	FURNISH APPROX. 40 TONS (2 LOADS) OF DGA-DOT SPEC. AGGREGATE FOR HARTFORD TRAILS	G-02-41-754-016-292	13.0000	520.00
2.00	DELIVERY PER ATTACHED QUOTE DATED 1/16/17 ***PLEASE CALL PRIOR TO DELIVERY***	G-02-41-754-016-292	25.0000	50.00
			TOTAL	570.00

**NO ORDER VALID
UNLESS SIGNED BELOW**

TOWNSHIP MANAGER OR PURCHASING AGENT

DEPARTMENTAL COPY

Rich Parks

From: Kathy Burger
Sent: Thursday, May 26, 2022 1:21 PM
To: Rich Parks
Subject: RE: Updated Trail Map - Hartford Trails

Thanks Rich.

From: Rich Parks <rparks@medfordtownship.com>
Sent: Thursday, May 26, 2022 12:45 PM
To: Kathy Burger <kburger@medfordtownship.com>
Subject: Updated Trail Map - Hartford Trails

Kathy:

Attached is the updated map that shows where barriers and signage was placed indicating that the "Trail Beyond This Point Is Not Maintained". The maroon "X" is the location of the barrier. Please note that barrier placed where the "Fenceline Trail" meets the "Perimeter Trail" on the Church Road side advises that both trails in that area are not maintained. The Perimeter Trail and the Fenceline Trail are non-existent in that area so the barrier was placed on an angle to apply to both trails.

Let me know if you have any questions. Thanks.

Rich

Richard Parks, CPWM, CRP, CPM
Director of Neighborhood Services



Township of Medford
18 Fostertown Road
Medford, NJ 08055
Office: 609-654-6791
Fax: 609-654-7646
www.medfordtownship.com

Rich Parks

From: Rich Parks
Sent: Thursday, May 26, 2022 12:45 PM
To: Kathy Burger
Subject: Updated Trail Map - Hartford Trails
Attachments: Updated Hartford Trail map 5.26.22.pdf

Kathy:

Attached is the updated map that shows where barriers and signage was placed indicating that the "Trail Beyond This Point Is Not Maintained". The maroon "X" is the location of the barrier. Please note that barrier placed where the "Fenceline Trail" meets the "Perimeter Trail" on the Church Road side advises that both trails in that area are not maintained. The Perimeter Trail and the Fenceline Trail are non-existent in that area so the barrier was placed on an angle to apply to both trails.

Let me know if you have any questions. Thanks.

Rich

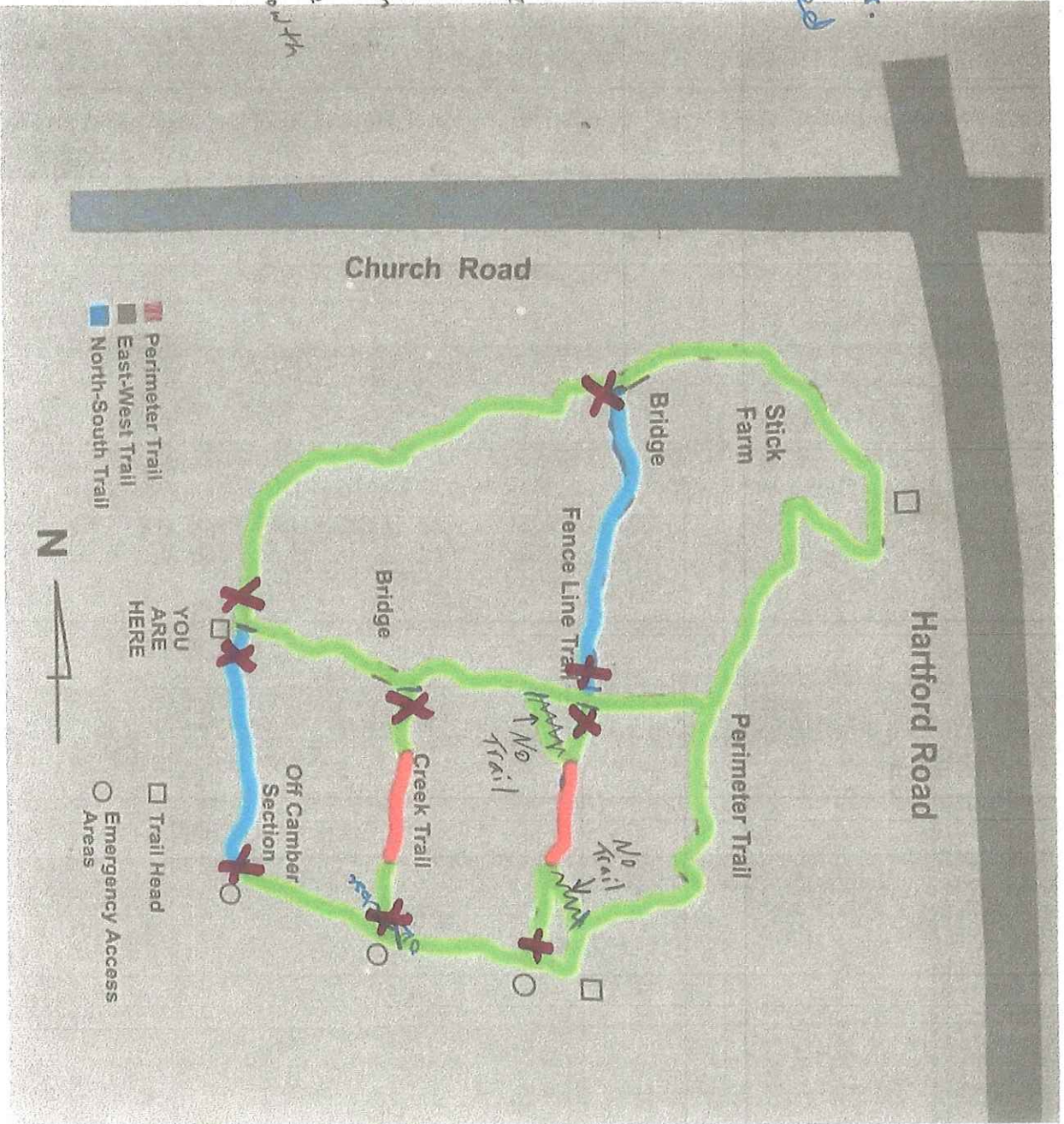
Richard Parks, CPWM, CRP, CPM
Director of Neighborhood Services



Township of Medford
18 Fostertown Road
Medford, NJ 08055
Office: 609-654-6791
Fax: 609-654-7646
www.medfordtownship.com

Beyond this point
Trail is maintained

X = indicates areas
where
barriers were
placed due to
poor condition
or no trail
exists due
to overgrowth



Rich Parks

From: Kathy Burger
Sent: Wednesday, May 25, 2022 3:39 PM
To: Rich Parks
Subject: Re: Hartford Trails

Rich,

Please let me know tomorrow when Jarry will be out to perform the work.

Kathy

Sent from my iPhone

On May 25, 2022, at 3:31 PM, Rich Parks <rparks@medfordtownship.com> wrote:

Kathy:

George was out last week due to COVID exposure and Chip was unable to meet with him until tomorrow morning. George met with Harry Adler this morning and Harry will take care of the tree work that is required that cannot be performed safely by our staff in the coming days. George will be performing the final walkthrough with Chip tomorrow morning and I will be reaching out to Harry to see when he will be mobilizing to take care of the tree work. All barriers and signage has been posted on the trails that we are not maintaining. Our intent is to get the trails open by Friday afternoon, but if Harry cannot complete the work by then, it may be pushed back to early next week.

If something changes, I will let you know. Let me know if you have any questions. Thanks.

Rich

Richard Parks, CPWM, CRP, CPM
Director of Neighborhood Services



Township of Medford
18 Fostertown Road
Medford, NJ 08055
Office: 609-654-6791
Fax: 609-654-7646
www.medfordtownship.com

Rich Parks

From: Rich Parks
Sent: Wednesday, May 25, 2022 3:32 PM
To: Kathy Burger
Subject: Hartford Trails

Importance: High

Kathy:

George was out last week due to COVID exposure and Chip was unable to meet with him until tomorrow morning. George met with Harry Adler this morning and Harry will take care of the tree work that is required that cannot be performed safely by our staff in the coming days. George will be performing the final walkthrough with Chip tomorrow morning and I will be reaching out to Harry to see when he will be mobilizing to take care of the tree work. All barriers and signage has been posted on the trails that we are not maintaining. Our intent is to get the trails open by Friday afternoon, but if Harry cannot complete the work by then, it may be pushed back to early next week.

If something changes, I will let you know. Let me know if you have any questions. Thanks.

Rich

Richard Parks, CPWM, CRP, CPM
Director of Neighborhood Services



Township of Medford
18 Fostertown Road
Medford, NJ 08055
Office: 609-654-6791
Fax: 609-654-7646
www.medfordtownship.com

Rich Parks

From: Rich Parks
Sent: Monday, May 23, 2022 6:38 AM
To: Ronnie Fowler
Subject: Fwd: Hartford Crossing Trails map
Attachments: Hartford Crossing Trail map 5.3.2022.pdf

Attached is the map of trails to be closed at Hartford Crossing.

Richard Parks, CPWM, CRP, CPM
Director of Neighborhood Services

Sent from my Galaxy smartphone

From: Rich Parks
Sent: Wednesday, May 4, 2022 11:15:02 AM
To: Kathy Burger <kburger@medfordtownship.com>; Beth Portocalis <bportocalis@medfordtownship.com>
Subject: Hartford Crossing Trails map

Attached is the Hartford Crossing trail map that you requested. Let me know if you have any questions. Thanks.

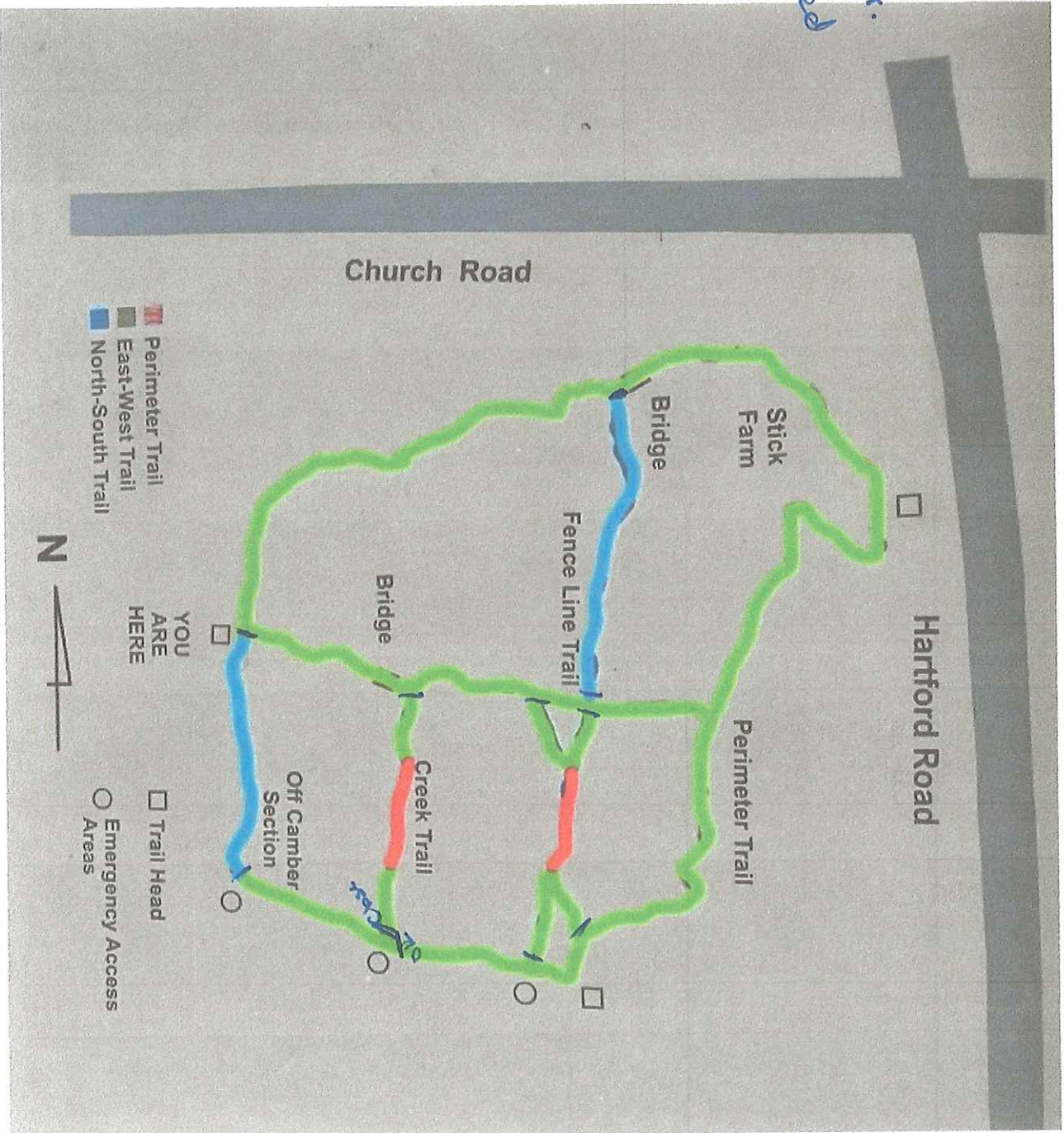
Rich

Richard Parks, CPWM, CRP, CPM
Director of Neighborhood Services



Township of Medford
18 Fostertown Road
Medford, NJ 08055
Office: 609-654-6791
Fax: 609-654-7646
www.medfordtownship.com

Beyond this point.
Trail is maintained



Rich Parks

From: Kathy Burger
Sent: Wednesday, May 4, 2022 11:16 AM
To: Rich Parks
Subject: RE: Hartford Crossing Trails map

Thank you!!

From: Rich Parks <rparks@medfordtownship.com>
Sent: Wednesday, May 4, 2022 11:15 AM
To: Kathy Burger <kburger@medfordtownship.com>; Beth Portocalis <bportocalis@medfordtownship.com>
Subject: Hartford Crossing Trails map

Attached is the Hartford Crossing trail map that you requested. Let me know if you have any questions. Thanks.

Rich

Richard Parks, CPWM, CRP, CPM
Director of Neighborhood Services



Township of Medford
18 Fostertown Road
Medford, NJ 08055
Office: 609-654-6791
Fax: 609-654-7646
www.medfordtownship.com

Rich Parks

From: Rich Parks
Sent: Wednesday, May 4, 2022 11:15 AM
To: Kathy Burger; Beth Portocalis
Subject: Hartford Crossing Trails map
Attachments: Hartford Crossing Trail map 5.3.2022.pdf

Attached is the Hartford Crossing trail map that you requested. Let me know if you have any questions. Thanks.

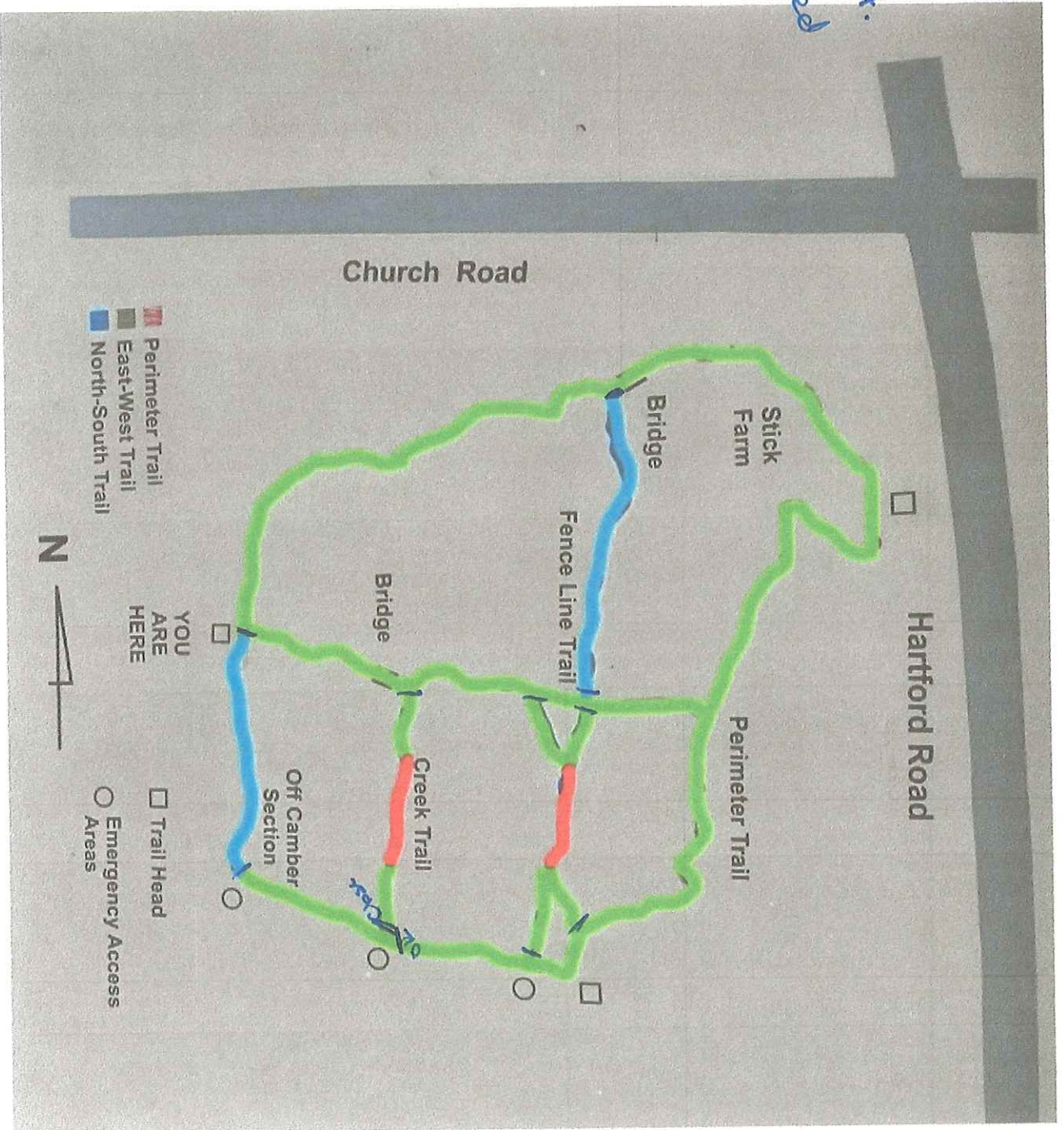
Rich

Richard Parks, CPWM, CRP, CPM
Director of Neighborhood Services



Township of Medford
18 Fostertown Road
Medford, NJ 08055
Office: 609-654-6791
Fax: 609-654-7646
www.medfordtownship.com

Beyond this point.
Trail is maintained



Rich Parks

From: Judy Scherf
Sent: Tuesday, April 26, 2022 12:11 PM
To: Jessica Mehl; Rich Parks; Beth Portocalis; Kim Moore; Krystle Garrison; Kathy Burger
Subject: RE: OPRA Request

I do not have anything on this. Thanks Judy

From: Jessica Mehl <jmehl@medfordtownship.com>
Sent: Tuesday, April 26, 2022 9:28 AM
To: Rich Parks <rparks@medfordtownship.com>; Beth Portocalis <bportocalis@medfordtownship.com>; Kim Moore <kmoore@medfordtownship.com>; Krystle Garrison <kgarrison@medfordtownship.com>; Kathy Burger <kburger@medfordtownship.com>
Cc: Judy Scherf <jscherf@medfordtownship.com>
Subject: RE: OPRA Request

Thank you.

Jessica Mehl
Administrative Assistant
Clerks Office
Township of Medford
49 Union Street
Medford, NJ 08055
jmehl@medfordtownship.com
609.654.2608 x 334



From: Rich Parks <rparks@medfordtownship.com>
Sent: Tuesday, April 26, 2022 9:13 AM
To: Jessica Mehl <jmehl@medfordtownship.com>; Beth Portocalis <bportocalis@medfordtownship.com>; Kim Moore <kmoore@medfordtownship.com>; Krystle Garrison <kgarrison@medfordtownship.com>; Kathy Burger <kburger@medfordtownship.com>
Cc: Judy Scherf <jscherf@medfordtownship.com>
Subject: RE: OPRA Request

Thanks Jessica. I have nothing in my emails regarding Hartford Trails between the dates of January 1, 2022 and April 25, 2022. I do have text messages to and from Chip Germain with respect to his evaluating the trees at Hartford Trails on Wednesday, 4/27. I will send them over when I have a chance. Judy is checking her emails as well and will provide anything related to this OPRA request.

Rich

Richard Parks, CPWM, CRP, CPM

Director of Neighborhood Services



Township of Medford
18 Fostertown Road
Medford, NJ 08055
Office: 609-654-6791
Fax: 609-654-7646
www.medfordtownship.com

-----Original Message-----

From: Jessica Mehl <jmehl@medfordtownship.com>

Sent: Tuesday, April 26, 2022 8:55 AM

To: Beth Portocalis <bportocalis@medfordtownship.com>; Kim Moore <kmoore@medfordtownship.com>; Krystle Garrison <kgarrison@medfordtownship.com>; Kathy Burger <kburger@medfordtownship.com>; Rich Parks <rparks@medfordtownship.com>

Subject: FW: OPRA Request

Please see attached.

OPRA#261

Jessica Mehl
Administrative Assistant
Clerks Office
Township of Medford
49 Union Street
Medford, NJ 08055
jmehl@medfordtownship.com
609.654.2608 x 334

-----Original Message-----

From: noreply <noreply@medfordtownship.com>

Sent: Tuesday, April 26, 2022 8:53 AM

To: Jessica Mehl <jmehl@medfordtownship.com>

Subject:

Rich Parks

From: Rich Parks
Sent: Tuesday, April 26, 2022 9:13 AM
To: Jessica Mehl; Beth Portocalis; Kim Moore; Krystle Garrison; Kathy Burger
Cc: Judy Scherf
Subject: RE: OPRA Request

Thanks Jessica. I have nothing in my emails regarding Hartford Trails between the dates of January 1, 2022 and April 25, 2022. I do have text messages to and from Chip Germain with respect to his evaluating the trees at Hartford Trails on Wednesday, 4/27. I will send them over when I have a chance. Judy is checking her emails as well and will provide anything related to this OPRA request.

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Richard Parks, CPWM, CRP, CPM
Director of Neighborhood Services



Township of Medford
18 Fostertown Road
Medford, NJ 08055
Office: 609-654-6791
Fax: 609-654-7646
www.medfordtownship.com

-----Original Message-----

From: Jessica Mehl <jmehl@medfordtownship.com>
Sent: Tuesday, April 26, 2022 8:55 AM
To: Beth Portocalis <bportocalis@medfordtownship.com>; Kim Moore <kmoore@medfordtownship.com>; Krystle Garrison <kgarrison@medfordtownship.com>; Kathy Burger <kburger@medfordtownship.com>; Rich Parks <rparks@medfordtownship.com>
Subject: FW: OPRA Request

Please see attached.

OPRA#261

Jessica Mehl
Administrative Assistant
Clerks Office
Township of Medford
49 Union Street
Medford, NJ 08055

jmehl@medfordtownship.com
609.654.2608 x 334

-----Original Message-----

From: noreply <noreply@medfordtownship.com>
Sent: Tuesday, April 26, 2022 8:53 AM
To: Jessica Mehl <jmehl@medfordtownship.com>
Subject:

Rich Parks

From: Beth Portocalis
Sent: Monday, November 1, 2021 12:11 PM
To: Rich Parks
Subject: RE: New submission for form: Contact Us Form (ID #5836)

Thanks Rich. I'll follow-up!

From: Rich Parks
Sent: Monday, November 1, 2021 9:19 AM
To: Beth Portocalis <bportocalis@medfordtownship.com>
Subject: FW: New submission for form: Contact Us Form (ID #5836)

I am not sure what this person is looking for but thought this may fall into your wheelhouse.

Richard Parks, CPWM, CRP, CPM
Director of Neighborhood Services



Township of Medford
18 Fostertown Road
Medford, NJ 08055
Office: 609-654-6791
Fax: 609-654-7646
www.medfordtownship.com

From: Jessica Mehl <jmehl@medfordtownship.com>
Sent: Monday, November 01, 2021 8:59 AM
To: Rich Parks <rparks@medfordtownship.com>; Judy Scherf <jscherf@medfordtownship.com>
Subject: FW: New submission for form: Contact Us Form (ID #5836)

Jessica Mehl
Administrative Assistant
Clerks Office
Township of Medford
49 Union Street
Medford, NJ 08055
jmehl@medfordtownship.com
609.654.2608 x 334

From: Medford Township <noreply@medfordtownship.com>
Sent: Saturday, October 30, 2021 8:31 PM

Rich Parks

From: Rich Parks
Sent: Monday, November 1, 2021 9:19 AM
To: Beth Portocalis
Subject: FW: New submission for form: Contact Us Form (ID #5836)

I am not sure what this person is looking for but thought this may fall into your wheelhouse.

Richard Parks, CPWM, CRP, CPM
Director of Neighborhood Services



Township of Medford
18 Fostertown Road
Medford, NJ 08055
Office: 609-654-6791
Fax: 609-654-7646
www.medfordtownship.com

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To: Rich Parks <rparks@medfordtownship.com>; Judy Scherf <jscherf@medfordtownship.com>
Subject: FW: New submission for form: Contact Us Form (ID #5836)

Jessica Mehl
Administrative Assistant
Clerks Office
Township of Medford
49 Union Street
Medford, NJ 08055
jmehl@medfordtownship.com
609.654.2608 x 334

From: Medford Township <noreply@medfordtownship.com>
Sent: Saturday, October 30, 2021 8:31 PM
To: Jessica Mehl <jmehl@medfordtownship.com>
Subject: New submission for form: Contact Us Form (ID #5836)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Rich Parks

From: Jessica Mehl
Sent: Monday, November 1, 2021 8:59 AM
To: Rich Parks; Judy Scherf
Subject: FW: New submission for form: Contact Us Form (ID #5836)

Jessica Mehl
Administrative Assistant
Clerks Office
Township of Medford
49 Union Street
Medford, NJ 08055
jmehl@medfordtownship.com
609.654.2608 x 334

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Sent: Saturday, October 30, 2021 8:31 PM
To: Jessica Mehl <jmehl@medfordtownship.com>
Subject: New submission for form: Contact Us Form (ID #5836)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Contact Us Form

Record #5836 submitted from IP address  on 10/30/2021 8:31 PM

[View form](#)

ID	5836
Name	luke Masters
Date	10/30/2021
Email Address	masterch33@outlook.com
Phone Number	
Comments	I would like to contact about the trails over at hartford crossing. Mainly trails in general or something mtb related I think would help benefit the town. I just need someone to contact by email.

[Manage](#)

Rich Parks

From: Beth Portocalis
Sent: Friday, June 11, 2021 7:12 PM
To: Judy Scherf; Rich Parks
Subject: RE: HARTFORD TRAILS CLEAN-UP -- SAT., JUNE 5TH

Fergot to get back to you; they only had a couple people show up so not much got done, so no need for the stipend. They're gonna try later in the year when not so many ticks & chiggers!!

From: Judy Scherf
Sent: Wednesday, June 2, 2021 11:08 AM
To: Beth Portocalis <bportocalis@medfordtownship.com>; Rich Parks <rparks@medfordtownship.com>
Subject: RE: HARTFORD TRAILS CLEAN-UP -- SAT., JUNE 5TH

Just let me know. thanks

Judy Scherf, CRP
Medford Township DNS Dept.
Office Manager
NJ Recycling Coordinator
NJ Clean Community Coordinator
609-654-6791 ext 322

From: Beth Portocalis
Sent: Wednesday, June 2, 2021 11:07 AM
To: Judy Scherf <jscherf@medfordtownship.com>; Rich Parks <rparks@medfordtownship.com>
Subject: RE: HARTFORD TRAILS CLEAN-UP -- SAT., JUNE 5TH

Thanks Judy. They are a Township Board, but last time they had the donation go to the Pinelands Preservation Alliance (PPA) and then used the funds to buy materials to upgrade the trails. I'll ask if the PPA if they will do that again.

From: Judy Scherf
Sent: Wednesday, June 2, 2021 10:41 AM
To: Beth Portocalis <bportocalis@medfordtownship.com>; Rich Parks <rparks@medfordtownship.com>
Subject: RE: HARTFORD TRAILS CLEAN-UP -- SAT., JUNE 5TH

Beth,

That's great, but they can have a donation. I have bags and gloves I don't think we have glasses, but I will check. Let me know if you want me to give them the 500.00. thanks Judy

Judy Scherf, CRP
Medford Township DNS Dept.
Office Manager
NJ Recycling Coordinator
NJ Clean Community Coordinator
609-654-6791 ext 322

Rich Parks

From: Beth Portocalis
Sent: Wednesday, June 2, 2021 11:07 AM
To: Judy Scherf; Rich Parks
Subject: RE: HARTFORD TRAILS CLEAN-UP -- SAT., JUNE 5TH

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Judy Scherf, CRP
Medford Township DNS Dept.
Office Manager
NJ Recycling Coordinator
NJ Clean Community Coordinator
609-654-6791 ext 322

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Sent: Wednesday, June 2, 2021 10:36 AM
To: Judy Scherf <jscherf@medfordtownship.com>; Rich Parks <rparks@medfordtownship.com>
Subject: HARTFORD TRAILS CLEAN-UP -- SAT., JUNE 5TH

Judy, Rich:

The Environmental Affairs Advisory Committee is planning to do a trail clean-up at Hartford Crossing Park along the bike trail this Saturday. They are not expecting a stipend, but would like to get some bags, gloves &/or safety goggles if you have any available.

If so, can you have them dropped off to me by Friday afternoon??

Thanks
Beth

From: Pola Girard Galie [<mailto:pola.galie@gmail.com>]
Sent: Wednesday, June 2, 2021 10:16 AM
To: Beth Portocalis <bportocalis@medfordtownship.com>
Subject: Any special instructions

Rich Parks

From: Judy Scherf
Sent: Wednesday, June 2, 2021 10:41 AM
To: Beth Portocalis; Rich Parks
Subject: RE: HARTFORD TRAILS CLEAN-UP -- SAT., JUNE 5TH

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Medford Township DNS Dept.
Office Manager
NJ Recycling Coordinator
NJ Clean Community Coordinator
609-654-6791 ext 322

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Beth

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Sent: Wednesday, June 2, 2021 10:16 AM
To: Beth Portocalis <bportocalis@medfordtownship.com>
Subject: Any special instructions

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Anything in particular I need to know or pick up for Saturday's clean up?

Thanks.

Pola

Rich Parks

From: Beth Portocalis
Sent: Wednesday, June 2, 2021 10:36 AM
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Subject: HARTFORD TRAILS CLEAN-UP -- SAT., JUNE 5TH

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Subject: Any special instructions

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Anything in particular I need to know or pick up for Saturday's clean up?

Thanks.

Pola

Purchase No: 21-01726
Status: clsd
Order Date: 11/03/21
Due Date:
Description: CLEANUP OF JENNINGS ROAD
P.O. Total: 500.00
Void Total: 0.00
Vendor: THEGL005
THE GLEN AT MEDFORD HOA
BRIAN SELTZER
PO BOX 1202
MEDFORD NJ 08055

Seq	Catalog Num	Qty	Unit	Price	Item Total	stat/chk	Enc Date	Rcvd Date	Chk/Void Date	Invoice
Line	Item					Charge	Acct			Description
Line	Item					Charge	Acct			Description
1		1.0000		500.0000	500.00	P	2117	11/03/21	12/08/21	12/08/21
	CLEANUP OF JENNINGS ROAD									
	ALSO, HARTFORD TRAILS NOV 2021									Program Contracted Services
					500.00					

Christopher J. Noll, PE, CME, PP
President & CEO

Barbara J. Fegley, AICP, PP
Sec/Treas. & Sr. Vice President

William H. Kirchner, PE, CME, N-2
Vice President



**ENVIRONMENTAL
RESOLUTIONS, INC.**

Engineers • Planners • Scientists • Surveyors

Rakesh R. Darji, PE, PP, CME, CFM

G. Jeffrey Hanson, PE, CME

Joseph R. Hirsh, PE, CME, CPWM

Joseph P. Orsino, CET

Marc H. Selover, LSRP, PG

Benjamin R. Weller, PE, CME, CPWM, S-3, C-3

815 East Gate Drive • Suite 103 • Mount Laurel • New Jersey • 08054

Telephone (856) 235-7170 • Fax (856) 273-9239 • www.erinj.com

May 18, 2018

#250000

New Jersey Department of Environmental Protection
Division of Land Use Regulation
501 E. State Street
Mail Code 501-02A
PO Box 420
Trenton, NJ 08625-0420

Attn: Lisa Dunne, Environmental Specialist 2

Re: Hartford Crossing Bike Trail
Block 401, Lot 2
Medford Township
Burlington County, NJ
Permit # 0320-15-0001.1 FWW150001

Dear Lisa,

Enclosed please find the following documents concerning the permit referenced above:

Five (5) prints of Construction Plan, sheet 1 of 2 prepared by Environmental Resolutions, Inc dated 5/04/18

Five (5) prints of Construction Details, sheet 2 of 2 prepared by Environmental Resolutions, Inc dated 3/01/18, revised to 5/04/18

The plans listed above are being submitted as a supplement to the previously submitted application for a FWGP Minor technical modification for the project referenced above. Please note that the approved construction plan has been revised to limit the extent of DGA surfaced trail to 1,740 linear feet. The trail where DGA surfacing will be applied has been highlighted and noted on the plan. Additionally, a general note has been added to the plan that restricts the total area of DGA surfacing to 0.24 acres. The detail sheet has been revised to include a trail section detail (2) for DGA and a second trail section detail (6) for clean, uniformly graded stone with no binding agents.

Should you or the applicant have any questions or require additional information please feel free to contact the undersigned.

Sincerely yours,

Timothy G. Kaluhiokalani, LLA, PP
Project Manager

TGK

cc: Katherine Burger
Beth Portocalis
Christopher Noll, PE.

250000/Medford Twp./Hartford Crossing Bike Trail/NJDEP Submission - Supplemental plan & detail sheet

Stacey Arcari, PE, CME, PTOE, PP
Harry R. Fox, NICET III, CPSI
Timothy Kaluhiokalani, LLA, PP, CPSI
Matthew V. Litvinas, PE, CME

C. Jeremy Noll, PE, CME
John L. Scott, Jr., PLS, NICET III
John T. Potts, NICET III, W-2, T-2

Andrew J. Orsino, NICET III
Rohan Tadas, CHMM, LSRP
Neil Werket, RLA
Charles L. Walton, PE & LS, PP

Christopher J. Noll, PE, CME, PP
President & CEO

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Sec./Treas. & Sr. Vice President

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Vice President



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Marc H. Selover, LSRP, PG

Benjamin R. Weller, PE, CME, CPWM, S-3, C-3

815 East Gate Drive • Suite 103 • Mount Laurel • New Jersey • 08054

Telephone (856) 235-7170 • Fax (856) 273-9239 • www.erinj.com

March 19, 2018
#250000

New Jersey Department of Environmental Protection
Division of Land Use Regulation
501 E. State Street
Mail Code 501-02A
PO Box 420
Trenton, NJ 08625-0420

Re: Hartford Crossing Bike Trail
Block 401, Lot 2
Medford Township
Burlington County, NJ
Permit # 0320-15-0001.1 FWW150001

Enclosed please find the following documents concerning the permit referenced above:

One (1) set of approved plans prepared by Dante Guzzi Engineering Associates dated 10/24/18 including:

- a. Site Plan, sheet C1
- b. Sections & Details, sheet C2

Five (5) prints of Construction Details, sheet 1 of 1 prepared by Environmental Resolutions, Inc dated 3/01/18

One (1) completed application

One (1) check payable to "Treasurer-State of New Jersey" in the amount of Five Hundred Dollars

The enclosed documents listed above are being submitted to support the applicants request for a FWGP Minor technical modification for the project referenced above. Please note that the only modification being sought is substituting dense graded aggregate (DGA) and geotextile fabric for the wood chip surfacing specified on the approved Sections & Details sheet included for your reference.

Should you or the applicant have any questions or require additional information please feel free to contact the undersigned.

Sincerely yours,

Timothy G. Kaluhiokalani, LLA, PP
Project Manager

TGK

cc: Katherine Burger
Beth Portocalis
Christopher Noll, PE.

250000/Medford Twp./Hartford Crossing Bike Trail/NJDEP Submission - minor technical modification

Stacey Arcari, PE, CME, PTOE, PP
Harry R. Fox, NICET III, CPSI
Timothy Kaluhiokalani, LLA, PP, CPSI
Matthew V. Litvinas, PE, CME

C. Jeremy Noll, PE, CME
John L. Scott, Jr., PLS, NICET III
John T. Potts, NICET III, W-2, T-2

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Rohan Tadas, CHMM, LSRP
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Charles L. Walton, PE & LS, PP



17 North Main Street • Medford • NJ 08055 • 609/654-2608

www.medfordtownship.com

MAIN FAX 609/953-4087

CLERK/FINANCE FAX 609/714-1790

CONSTRUCTION FAX 609/953-7720

PUBLIC WORKS FAX 609/714-7646

ADMIN. FAX 609/654-8101

PLANNING & ZONING FAX 609/714-2109

RECREATION FAX 609/654-6536

September 29, 2016

Brandee Chapman, New Jersey Trails Program
Green Acres Program
NJ Department of Environmental Protection
Mail Code 501-01
P.O. Box 420
Trenton, NJ 08625-0420

RE: 15-0320-1
Medford Township, Burlington County
2015 Recreational Trails Program Grant

Dear Ms. Chapman:

As per your letter of September 9, 2016 regarding the above-referenced Recreational Trails Grant Project Agreement for the above-referenced Program, enclosed please find the duly executed copy of the Agreement documents.

Thanking you for your continued attention to and assistance with these matters and for your continued cooperation and collaboration with Medford's Open Space and Trails Programs.

Very truly yours,

/s/ Beth A. Portocalis

Beth A. Portocalis,
Manager's Office/Open Space Coordinator

Enc.

**GRANT AGREEMENT
BETWEEN
TOWNSHIP OF MEDFORD
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER: 15-0320-1

TABLE OF SECTIONS IN GENERAL TERMS AND CONDITIONS

- I. Grant Award Data and Signatures
- II. Compliance with Existing Laws and Policies
- III. Insurance
- IV. Indemnification
- V. Assignments and Subcontracts
- VI. Availability of Funds
- VII. Procurement Standards
- VIII. Property Management Standards
- IX. Method of Payment
- X. Matching and Cost Sharing Requirements
- XI. Project Income
- XII. Financial Management System
- XIII. Financial and Performance Reporting
- XIV. Monitoring Performance
- XV. Audit Requirements
- XVI. Agreement Amendment
- XVII. Closeout Procedures
- XVIII. Termination, Expiration, and Suspension
- XIX. Access to Records
- XX. Record Retention
- XXI. Approvals and Authorizations
- XXII. Interest on Advance Payments and Disallowed Costs
- XXIII. Miscellaneous Provisions

TABLE OF ATTACHMENTS ATTACHED*

- | | | | |
|--------|---|---|--|
| A. | Additional Provisions and Special Modifications | ☒ yes | ☐ no |
| A-1. | Additional Federal Funded Agreement Provisions. | ☒ yes | ☐ no |
| A-1-A. | Certification of Lobbying and Disclosure of Lobbying Activities. | ☒ yes | ☐ no |
| A-2. | Federal Funding Accountability and Transparency Act (FFATA) - \$25,000 or greater .. | ☐ yes | ☒ no |
| A-3. | U.S. Environmental Protection Agency Funded Agreements | ☐ yes | ☒ no |
| A-4. | Community Development Block Grant (CDBG) Funded Projects | ☐ yes | ☒ no |
| A-4-A. | Non-Disclosure Agreement - CDBG Funded Projects | ☐ yes | ☒ no |
| B. | Approved Project Budget | ☒ yes | ☐ no |
| B-1. | Itemization and Justification of Budget. | ☒ yes | ☐ no |
| B-2. | Approved Advance Payment. | ☐ yes | ☒ no |
| C. | Expenditure Report | ☒ yes | ☐ no |
| D. | Scope of Services | ☒ yes | ☐ no |
| D-1. | Project Requirements. | ☒ yes | ☐ no |
| D-2. | Contractor's Proposal | ☒ yes | ☐ no |
| E. | ☒ Governing Body Resolution... ☐ Corporate Resolution ☐ Certified Resolution | ☒ yes | ☐ no |
| F. | Subcontractor Certification | ☒ yes | ☐ no |
| G. | Statement of Adequacy of Accounting System | ☒ yes | ☐ no |
| RB. | Reference Bibliography. | ☒ yes | ☐ no |

*Wherever this agreement form, including any attachments, presents alternatives, choices must be indicated as follows: An "X" within brackets or on a blank line shall indicate selection of the particular alternative. "NA" or "---" (a dashed line) shall indicate that no information is to be entered on a particular blank line. No blanks may remain just prior to execution, except in the signature blocks on attachments C and F.

Federal Award Information

Federal Awarding Agency: Department of Transportation/Federal Highway Administration	
Federal Award Name: National Recreational Trails	
Federal Award Identification Number (FAIN) _____	
Federal Award Date: December 23, 2015	
Total Amount of the Federal Award: \$24,000.00	

GENERAL TERMS AND CONDITIONS

I. Grant Award Data and Signatures

Grantee's Name: (the "Grantee")	Township of Medford
Address:	17 North Main Street Medford, NJ 08071
Vendor ID #:	21-6000852
Financial Officer's - name:	Katherine Burger
- Title: (the "Chief Financial Officer")	CMFO/Clerk

The State of New Jersey (The "State")	
Department of Environmental Protection (the "Department" or the "DEP")	
Granting agency's - name:	Recreational Trails Program (the Granting Agency)
- address:	501 East State Street, PO Box 420 Trenton, NJ 08625

Source of Funds		AMOUNT	STATE ACCOUNT NUMBER	CFDA NUMBER/ CFDA TITLE
	State General Fund			
	Federal	\$24,000.00	100424875205	20.219/Recreational Trails Program
	Grantee	\$6,000.00		
	Other (i.e. bond fund, tax fund etc.)			
		\$30,000.00	TOTAL APPROVED PROJECT AMOUNT	

Work Period: The "effective date" of this grant agreement is the date the Grantee executes it or the date the State executes it, whichever date is later. The "work period" for this grant commences on 4/1/16 or the effective date, whichever is ☒ earlier ☐ later, and runs for a period of 24 months thereafter. Grant funds may be used only to satisfy obligations which arise during the work period.

PURPOSE AND AUTHORITY: Grant Project to be funded: Hartford Crossing Bike Trails	
Statutory Authority for this Grant:	N.J.S.A. 13:1D-9(q) Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) P.L. 109-59, 23U.S.C. 104,206
Grant ☐ will ☒ will not be used for Research and Development (R&D)	

In consideration of the payment of the State, the Federal, and if through the State treasury, the "other" amounts shown above (the "Grant"), the Grantee agrees to provide its share of the Total Project amount and to perform the work described in Attachment D, within the work period and in the manner and upon the terms specified in this agreement. The provisions of this agreement set forth in this Section I through Section XXIII constitute the General Terms and Conditions portion of this agreement.

STATE AND GRANTEE APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *

For the Grantee **

San Marino
(signature)

(signature)

San Marino, Deputy Attorney General
(print name)

_____, Attorney for Grantee
(print name)

Date: 9/1/16

Date: _____

* A confidential and privileged memorandum pre-approving this agreement as to legal form ☐ has ☒ has not been provided to the Granting Agency by the Deputy Attorney General.

** Approval of this agreement by an attorney for Grantee is ☐ mandatory ☒ optional.

APPROVAL OF GRANTING AGENCY

Recreational Trails Program

(print name of Granting Agency; all capitals)

By:

Brandee Chapman
(signature)

Brandee Chapman

(print name)

State Trails Coordinator

(print title)

Date: 9/1/16

EXECUTION SIGNATURES

By the signatures below, the Grantee and the State (the 'parties') execute this agreement and confirm that they are mutually bound by all provisions contained in its General Terms and Conditions and fully authorized and empowered to enter into and bind their organization to all obligations under this agreement and in each attachment selected as "ATTACHED" in the Table of Attachments.

SIGNED

TOWNSHIP OF MEDFORD

(print Grantee's name; all capitals)

By: Katherine E. Burger
(signature)

Katherine E. Burger
(Print name)

Township Manager
(print title)

Date: 9/29/16

COUNTERSIGNED:

THE STATE OF NEW JERSEY

By: The DEP

By: _____
(signature)

Richard Boornazian

(print name)

Assistant Commissioner

(print title; Commissioner or authorized delegate)

Date: _____

I. Compliance with Existing Laws and Policies

The Grantee, in order to induce the State to award the grant and enter into this agreement, agrees in the performance of this agreement to comply with all applicable federal, State, and municipal laws, rules, regulations, and written policies. Failure to comply with such laws, rules, regulations or policies shall be grounds for termination of this agreement. Such laws, rules, regulations, and policies include, but are not limited to, the following:

- A. The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., if applicable, is by this reference incorporated as part of this agreement and the Grantee agrees to comply with it. The Grantee warrants that neither it nor any subcontractor it might employ to perform work in furtherance of this agreement is suspended, debarred or otherwise listed or is on record in the Office of the Commissioner or Department of Labor for failure to pay prevailing wages in accordance with the New Jersey Prevailing Wage Act. The Grantee further warrants that it and any subcontractors it might employ to perform work in furtherance of this agreement shall comply with the New Jersey Prevailing Wage Act.
- B. The parties agree that, if applicable, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.S.A. 10:2-1 et seq., N.J.A.C. 13:6-1 et seq. and N.J.A.C. 17:27-1.1 et seq. are by this reference incorporated as part of this agreement and are binding upon them. The Grantee agrees and guarantees to afford equal opportunity in performance of this agreement in accordance with an affirmative action program approved by the State Treasurer. Further, if the cited laws and regulations apply to this agreement, the Grantee agrees as follows:
 1. The Grantee shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. The Grantee shall take affirmative action to ensure that such applicants are recruited and employed, that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 Grantee agrees to post in conspicuous places, available to employees, and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
 2. The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, 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 or sex;
 3. The Grantee shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency grant officer, advising the labor union or workers' representative of the Grantee's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The Grantee shall include these same provisions in any subcontract for work in furtherance of this agreement.
- C. The act codified at N.J.S.A. 52:13D-12 et seq., the "New Jersey Conflicts of Interest Law", and the act codified at N.J.S.A. 40A:9-22.1 et seq., the Local Government Ethics Law, are by this reference incorporated as part of this agreement. The Grantee represents and affirms neither itself nor any of its employees, its subcontractors, its subcontractors' employees is engaged in any conduct which constitutes a conflict of interest under, or a violation of, either the New Jersey Conflicts of Interest Law or the Local Government Ethics Law.
- D. The Grantee represents and warrants:
 1. that no person or selling agency has been employed or retained to solicit or secure this agreement in violation of N.J.S.A. 52:34-15,
 2. that it has made, and knows of no payments or gratuities made in violation of N.J.S.A. 52:34-19,
 3. that it is, and will remain, in full compliance with N.J.S.A. 40A:11-1 et seq., the Local Public Contracts Law, if applicable,
 4. that it is, and will remain, in full compliance with N.J.S.A. 14A:13-1 et seq., and N.J.S.A. 15A:13-1 et seq. (both regarding out-of-state corporations), if applicable, and
 5. that it is, and will remain, in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts), if applicable.
- E. The Grantee shall report in writing to the Attorney General and the Executive Commission on Ethical Standards, the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.

- A. The Grantee shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- B. The Grantee warrants that it will obtain and maintain, during the term of this agreement, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this agreement. The Grantee shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this agreement.
- C. The Grantee warrants that in performing its responsibilities under this agreement, it shall comply with all local, state, and federal laws, rules, and regulations applicable to this agreement and to the work to be done hereunder. Failure to comply will constitute a material breach of this agreement.
- D. New Jersey State Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid is by this reference incorporated as part of this agreement.
- E. The following documents issued by the United States are by this reference incorporated as standards and procedures used by the Department and made part of this agreement:
 - 1. United States Office of Management and Budget ("OMB") Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
 - 2. Common Rule regulations for federal agencies, as applicable (e.g. 40 CFR for U.S.E.P.A.)
<http://www.whitehouse.gov/omb/grants/chart.aspx>, and
 - 3. Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised).

II. **Insurance**

The Grantee shall maintain in force for the term of this agreement liability insurance as provided herein. These coverages shall be maintained either through insurance policies from insurance companies authorized to do business in the State of New Jersey or through formal, fully funded self-insurance programs authorized by law and acceptable to the Department. Unless current documentation is already on file, the Grantee must, within thirty (30) days after the effective date of this agreement, provide to the Department current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this agreement. Each certificate shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the Department. No payments may be made under this agreement until acceptable documentation of insurance coverage is received. The minimum required coverages are:

- A. Commercial General Liability: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include coverage for contractual liability and shall include the State of New Jersey as an additional insured. The policy shall also include coverage for products liability. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of the coverage.
- B. Business Automobile Liability Insurance that shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit.
- C. Worker's Compensation Self Insurance in accordance with the laws of the State of New Jersey and commercially purchased Employer's Liability Insurance with limits not less than:
 - \$1,000,000 Bodily Injury, Each Occurrence
 - \$1,000,000 Disease Each Employee
 - \$1,000,000 Disease Aggregate Limit

III. **Indemnification**

The Grantee shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost including, where the agreement is funded, in whole or in part, by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, "damage") arising, or claimed to arise, from, in connection with, or as a result of, the Grantee's performance, attempted performance, or failure to perform in connection with this agreement (collectively, "performance"), regardless of whether such performance was undertaken by the Grantee, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive

examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the Grantee had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. The Grantee (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The Grantee shall not assert any defense which would be available to the State but not to the Grantee, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this agreement. The Grantee does not hereby agree to indemnify the State against damage to the extent it results from the State's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. As soon as practicable after it receives a claim for damage made against it, the State shall notify the Grantee in writing and shall have a copy of such claim forwarded to the Grantee.

I. Assignments and Subcontracts

The Grantee shall not subcontract any of the work or services covered by this agreement nor shall any interest be assigned or transferred, except as may be provided for in this agreement or with the express written approval of the Department.

- A. As a precondition of the Department's approval of a subcontractor and prior to any payments by the Department for subcontracted work, the Grantee shall secure from the subcontractor and shall submit to the Department a completed and executed copy of Attachment F, Subcontractor Certification.
- B. The Grantee shall be responsible for compliance by any subcontractor with the terms, conditions and requirements of this agreement.
- C. The Grantee shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties which may arise under or as a result of the subcontract.

II. Availability of Funds

- A. The State of New Jersey appropriates funds on a fiscal year basis, which is a period running from July 1 through June 30. The parties hereto recognize and agree that continuation of funding under this agreement is expressly dependent upon availability to the Department of funds appropriated by the State Legislature from State or federal revenue or such other funding sources as may be available. The Department shall not be liable for any breach of this agreement which results from the State Legislature's failure to appropriate the necessary funds.
- B. The Department may encumber and commit to any agreement only those funds which have been appropriated and are available during the State fiscal year in which the agreement is executed. For any agreement which will be completed during that fiscal year, the State's grant amount will be fully encumbered and committed. However, for any agreement, the performance of which will span more than one State fiscal year, the Department may or may not be able to encumber and commit the full grant amount and the full funding of the agreement may depend upon subsequent fiscal year appropriations by the State Legislature.
- C. The parties understand that this agreement is fully or partly funded as designated in Section II of Attachment A, Additional Provisions and Special Modifications.

III. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this agreement shall be accomplished in accord with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law, which shall be provided to the Grantee, upon request, by the Department. Procurement shall also be consistent with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and other statutory requirements, as applicable. Both the federal and applicable State requirements shall be incorporated into any subcontracts under this agreement.

Adherence to the standards contained in those applicable federal and state laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this agreement.

I. **Property Management Standards**

Property furnished by the Department or acquired in whole or in part with federal or Department funds or whose cost was charged to a project supported by federal or Department funds shall be utilized and disposed of in a manner generally consistent with state and federal requirements (2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law).

II. **Method of Payment**

- A. Payment under this agreement will be made upon submission by the Grantee of a properly executed State invoice form (available from the Department), and all invoices, bills, and other documents necessary to justify the payment. This form must also be accompanied by a certification from the Grantee that all procurements for which payment is requested have been made in accord with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law, and in accord with all applicable State laws and have been made during the work period.
1. If Attachment B-2, Approved Advance Payment, provides for a justification of an advance payment and if Section III of Attachment A, Additional Provisions and Special Modifications, so provides, an initial advance payment will be made to the Grantee upon receipt by the Department of a properly executed copy of this agreement, signed by an appropriate officer of the Grantee organization, together with a properly executed invoice form.
 2. Progress payments shall be made by the Department on a periodic basis as prescribed in Section III.B of Attachment A, Additional Provisions and Special Modifications. Such payments shall be issued only upon receipt of the required financial and narrative reports described in Section XIII of the General Terms and Conditions of this agreement, Financial and Performance Reporting. Payment shall be made either in fixed amounts as determined by the Department to be reasonable to maintain an appropriate level of services or in the form of reimbursement of actually reported expenditures as indicated in Section III of Attachment A, Additional Provisions and Special Modifications.
 3. If Section III of Attachment A, Additional Provisions and Special Modifications, so provides, a portion of the grant will be withheld pending receipt of the required final reports described in Section XVII of the General Terms and Conditions of this agreement, Grant Closeout Procedures.
 4. The Department shall withhold payment of any costs disallowed by the Department as improperly incurred under any provision of this agreement.
 5. Grantee may not use any grant funds to satisfy any obligation which arose outside the work period.
- B. If the grant covered by this agreement includes federal funds, all invoices must be submitted by the Grantee and all payments must be made by the State no later than ninety (90) days after the end of the work period.

III. **Matching and Cost Sharing Requirements**

If there are any matching and/or cost sharing requirements indicated in Section IV of Attachment A, Additional Provisions and Special Modifications, then, regardless of whether federal funds are involved, the Grantee shall account to the satisfaction of the Department for these requirements in accordance with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law.

IV. **Project Income**

Project income must be accounted for as indicated in Section V of Attachment A, Additional Provisions and Special Modifications. "Project income" means gross income earned by the Grantee from grant-supported activities. Such earnings include, but are not limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights. In all cases, interest earned on advances of grant funds shall be remitted to the Department, except for interest earned on advances to instrumentalities of a state as provided by the federal Intergovernmental Cooperation Act of 1968, P. L. 90-577.

V. **Financial Management System**

The Grantee's Chief Financial Officer, as designated in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures, shall be responsible for maintaining an adequate financial management system. The Chief Financial Officer shall notify the Department when the Grantee cannot comply with the requirements established in this Section XII, Financial Management System.

- A. Grantee financial management system shall provide for:
1. accurate, current, and complete disclosure of the financial results of each project, agreement, or contract,

1. records that adequately identify the source and application of funds for Department-supported activities, and that contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income,
 2. effective internal and accounting controls over all funds, property, and other assets, which controls adequately safeguard all such assets and assure that they are used solely for authorized purposes,
 3. comparison of actual outlays with budgeted amounts for all major cost categories on Attachments B, Approved Project Budget; B-1, Itemization and Justification of Budget; D, Scope of Services; and D-2, Grantee's Proposal, and correlation of financial information with performance or productivity data, including the production of unit cost information required by the Department,
 4. accounting records that are supported by source documentation,
 5. procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department, and
 6. procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law.
- B. If required by Section VI of Attachment A, Additional Provisions and Special Modifications, the Department may require the submission of Attachment G, Statement of Adequacy of Accounting System.
- C. The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Grantee's accounting system does not meet the standards described in paragraph B of this Section XII, Financial Management System, additional information to monitor the agreement may be required by the Department upon written notice to the Grantee.

VI. Financial and Performance Reporting

- A. Attachment B, Approved Project Budget, is the approved financial plan to carry out the purpose of this agreement. The budget shall be itemized to disclose specifically the agreement tasks and project activities to be funded.
- B. The Grantee shall submit interim expenditure reports, including a completed copy of Attachment C, Expenditure Report, comparing actual expenditures with the Approved Project Budget. These reports shall be submitted on a periodic basis as prescribed in Section VII of Attachment A, Additional Provisions and Special Modifications, and must be certified by the Grantee's Chief Financial Officer.
- C. The Grantee shall submit performance reports on an interim basis as prescribed by the Department in Section VII of Attachment A, Additional Provisions and Special Modifications. Performance reports shall present the following information for each agreement task and shall include all available and relevant, quantitative data pertaining to production of project work units, completion of agreement tasks, and actual costs for each unit or task:
1. a comparison of actual accomplishments to the objectives established in Attachments D, Scope of Services; D-1, Project Requirements; and D-2, Grantee's Proposal, for the reporting period,
 2. reasons why established goals were not met or tasks were not completed as scheduled, and
 3. other pertinent information, including a description of work performed during the reporting period, relevant literature citations, raw data generated, any modifications to the planned scope of work, and an anticipated work schedule for the next reporting period.
- D. The Grantee shall submit a final report on its overall performance of this agreement, as prescribed in Section VII of Attachment A, Additional Provisions and Special Modifications, including a completed copy of Attachment C, Expenditure Report, comparing actual expenditures for the entire project with the Approved Project Budget, certified by the Chief Financial Officer, and a final performance report.
- E. Extensions of reporting due dates may be granted upon written request to the Department.
- F. If reports are not submitted as required the Department shall, at its discretion, suspend payments on this agreement or any other agreement entered into between the Department and the Grantee and shall take action to suspend payments to the Grantee by other State agencies.
- G. If the Grantee has a history of unsatisfactory performance or the Grantee does not submit satisfactory reports, the Department may require additional and more detailed reports from the Grantee.

I. **Monitoring Performance**

- A. The Grantee shall continually monitor its performance under this agreement to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable and as defined in Attachments D, Scope of Services; D-1, Project Requirements; and D-2, Grantee's Proposal.
- B. The Grantee shall inform the Department as soon as possible if any of the following types of conditions affect project objectives and performance and shall describe the action taken, or contemplated, and the Department assistance needed, if any, to respond to any such condition:
1. problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the completion of project work units or agreement tasks within established time periods, and
 2. favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more project work units or completing more agreement tasks than originally projected.
- C. The Department may, at its discretion, make site visits to:
1. review project accomplishments and management control systems,
 2. audit the financial records pertaining to this agreement, and
 3. provide such technical assistance as may be required.
- D. If the Grantee is not performing satisfactorily in the sole judgment of the Department, the Department may require remedial measures deemed necessary to fulfill the project requirements, including requiring the Grantee to obtain additional Department approvals before proceeding or requiring the Grantee to obtain outside technical or managerial assistance.

II. **Audit Requirements**

- A. All agreements are subject to audit by the State. This agreement may be audited at the discretion of the State up to five (5) years after the date of last payment under this agreement or as otherwise required, by the Office of the State Comptroller. Any such audit must be made in accordance with generally accepted auditing standards, including the standards described in the federal General Accounting Office Government Auditing Standards.
- B. Pursuant to the federal Single Audit Act of 1984, P.L. 98-502 (the "Audit Act"), and the Single Audit Act Amendments of 1996, P.L. 104-156, 2 CFR Part 200, and the appropriate federal common rule, whichever would be applicable under federal law, any grant to a local government funded by the federal government is subject to the single-audit provisions of the Audit Act. Pursuant to State Circular Letter 15-08-OMB, the State of New Jersey has adopted by reference the standards and provisions of the Audit Act and 2 CFR Part 200. If the Grantee expends a total of \$750,000 or more in federal financial assistance or State financial assistance in the Grantee's fiscal year, the Grantee must have a single audit performed.
- Grantees that expend less than \$750,000 in federal or State financial assistance within their fiscal year, but expend \$100,000 or more in State and/or federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with the Act, Amendments, 2 CFR Part 200 and State policy.
- C. Where a single audit or other audit conducted hereunder indicates any noncompliance by the Grantee with the material terms and conditions of this agreement, the Grantee shall forthwith take corrective action as permitted or required by Section XVI of the General Terms and Conditions of this agreement, Agreement Amendment; Section XVIII of the General Terms and Conditions of this agreement, Termination, Expiration, and Suspension; or as otherwise required by the Department. As a result of any audit hereunder, recommendations shall be made whether any costs incurred by the Grantee should be disallowed as beyond the scope or the purpose of this agreement, excessive, or otherwise impermissible. The Department retains the right to recover any disallowed expenditures, and the Grantee shall return to the Department any disallowed expenditures no later than thirty (30) days after the request.
- D. In any case, whether or not it is subject to the single-audit requirements, this agreement is, at the discretion of the State, subject to audits by the State at any time prior to closeout and subject to a follow-up compliance audit which may build upon the single audit or other audit required in Section VIII of Attachment A, Additional Provisions and Special Modifications.
- E. Copies of all audit reports involving this agreement must be sent to the DEP, Office of Audit and the Granting Agency identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.

I. Agreement Amendment

If it desires to amend this agreement, the Grantee must submit a written request to the Grant Officer designated in Section IX of Attachment A, Additional Provisions and Special Modifications. Any amendment, whether requested by the Grantee or the Department, must be documented by completion of the Department's amendment form (DEP-076). The completed amendment form must be formally executed by authorized representatives of both parties in the same manner as this agreement, unless the amendment being documented is of the type described in paragraph A, B, or C of this Section XVI, Agreement Amendment. If the amendment is of the type described in paragraph A, B, or C below, the Grant Officer may execute the amendment form for the State by signing it in the designated place, and no formal execution by authorized representatives of the parties will be required. As a nonrestrictive example only, if the Department requests, and the Grantee consents to, any amendment to the scope of the services to be performed by the Grantee, including any increase in the amount of the approved budget, such amendment must be memorialized by a completed amendment form, formally executed by authorized representatives of both parties.

- A. The Grantee may obtain approval directly from the Grant Officer to transfer amounts of up to \$20,000 or 10% of the total grant amount, whichever is less, from one direct cost category to another or from the indirect cost category to a direct cost category, as long as this transfer does not result in any change in the project's scope, work period, objective, or deliverables. If the total grant amount is less than \$25,000, the Grant Officer may disregard the 10% limitation and approve transfers of up to \$2,500.
 1. "Indirect costs" are those incurred for a common or joint purpose benefiting more than one cost objective and readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. "Direct costs" are those which can be identified specifically with a particular cost objective.
 2. The amendment form documenting any budget revision shall clearly show and justify each change in each cost category, either on the form or on an attachment to it.
- B. The Department may reduce the grant budget and the scope of services so that they fairly reflect anticipated project expenditures and progress if:
 1. the Department notifies the Grantee, that the Grantee is making project expenditures or progress at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant or to fulfill the purposes of this agreement,
 2. the Department notifies the Grantee at least thirty (30) days in advance of any reduction,
 3. after consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of project expenditures or progress, and
 4. the Department considers the Grantee's fixed costs when making any reduction.
- C. The Grant Officer may approve no-cost time extensions to the work period or the due date of the final report in increments of six months or less but not beyond the expiration date as described in Section XVIII.A.2 of the General Terms and Conditions of this agreement, Termination, Expiration, and Suspension. Written justification and documentation evidencing the need to extend the work period or the due date of the final report must be submitted to the Grant Officer at least thirty (30) days in advance of the scheduled end of the work period. The Grant Officer shall decide whether to grant the extension. The amendment form documenting any no-cost time extension shall clearly show and justify the change, either on the form or on an attachment to it.
- D. The Grant Officer may approve proposed substitutions to the personnel and/or subcontractors identified and approved for this agreement. The Grantee must submit a written request to the Department which includes:
 1. An explanation of the reasons why the original personnel/subcontractors cannot be provided;
 2. Vitae/credentials which demonstrates that the qualifications of the substitutions are equal to or better than the originally proposed personnel/subcontractors; and
 3. A declaration that the substitution will be provided at no additional cost to the State.

II. Closeout Procedures

The closeout of this agreement shall mean the process by which the Department determines that all applicable administrative actions and all required work have been completed by the Grantee. This process shall include the steps enumerated below.

- A. The Grantee shall submit a final report as provided in Section VII of Attachment A, Additional Provisions and Special Modifications. The Department may permit extensions when requested in writing by the Grantee.
- B. The Grantee shall, together with the submission of the final report, refund to the Department any cash advanced but not committed to payment of eligible project costs in accordance with the Attachment B, Approved Project Budget.

- A. The Grantee shall refund to the Department any funds spent on costs which are disallowed by the Department. Such refund shall be made within thirty (30) days after the request.
- B. In the event a final audit has not been performed prior to the closeout of this agreement, the Department retains the right to recover any appropriate amount after fully considering any recommendation on disallowed costs resulting from the final audit.
- C. The Grantee shall account for any property acquired with grant funds or received from the Department in accordance with Section VIII of the General Terms and Conditions of this agreement, Property Management Standards.
- D. The Grantee shall comply with any Federal audit or closeout procedures applicable to this agreement and/or identified by the Department as necessary to qualify for Federal reimbursement for any funds expended under this agreement.
- E. The Department retains the right to request any additional information necessary to close out this agreement and may retain any final grant payment until the closeout procedure is completed.

III. Termination, Expiration, and Suspension

- A. The following definitions shall apply for the purposes of this Section XVIII, Termination, Expiration, and Suspension.
 - 1. Termination - The "termination" of this agreement means the cancellation of unsatisfied, contractual obligations prior to the completion of the agreement tasks by the Grantee. Work should stop unless the Grantee wants to continue at its own expense.
 - 2. Expiration Date - The "expiration date" of this agreement is the agreed upon date at which time the term of this agreement automatically ends absent a formal written amendment agreement executed by the parties. The expiration date of this agreement shall be the third anniversary of the date the work period would end as initially agreed upon in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.
 - 3. Suspension - The "suspension" of this agreement means a temporary cessation of State support or assistance pending corrective action by the Grantee or pending a decision to terminate the agreement by the Department. Work should stop unless the Grantee wants to continue at its own expense and is not otherwise required for good cause to stop by the Department.
- B. If the Grantee fails to comply with any term, condition, requirement, or provision of this agreement or fails to make sufficient progress so as to reasonably ensure completion of performance of this agreement within the time frames set for herein, the Department may upon notice to the Grantee suspend this agreement and withhold further payments, prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee, or decide to terminate this agreement in accordance with paragraph C of this Section XVIII, Termination, Expiration, and Suspension. The Department may, at its sole discretion, allow Grantee to incur additional costs that could not be reasonably avoided during the period of suspension provided that said costs meet the provisions of 2 CFR Part 200 appropriate federal common rule or any other applicable state or federal requirements.
- C. The Department may terminate this agreement, in whole or in part, upon thirty (30) days' notice, whenever it determines that the Grantee has failed to comply with any term, condition, requirement, or provision of this agreement or fails to make sufficient progress so as to reasonably ensure completion of performance of this agreement within the time frames set forth therein. The Department shall promptly notify the Grantee, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, the Department retains the right to recover any improper expenditures from the Grantee and the Grantee shall return to the Department any improper expenditures no later than thirty (30) days after the date of termination. The Department may, at its sole discretion, allow Grantee to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of 2 CFR Part 200, appropriate federal common rule or any other applicable state or federal requirements.
- D. The Department and the Grantee may terminate this agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions including the date on which the termination shall take effect, and, in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the date on which the termination shall take effect, and shall cancel as many outstanding obligations as possible.
- E. The closeout procedures described in Section XVII of the General Terms and Conditions of this agreement, Closeout Procedures, shall apply in all cases of termination of this agreement.

I. Access to Records

- A. The Grantee agrees to make available to the Department, any Federal agency whose funds are expended in the course of this agreement, the Office of the State Comptroller or any other State auditor, and any of their duly authorized representatives, such pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit Grantee's operations.
- B. Whenever reasonable and practical, the State shall give reasonable notice to the Grantee prior to any visitation, inspection, or audit, including any visitation or request for documentation in discharge of the State's responsibilities. However, the State retains the right to make unannounced visitations, inspections, and audits as deemed necessary during normal business hours.
- C. The State reserves the right to have access to records of any subcontractor and requires the Grantee to provide the State access to such records in any contract with the subcontractor.
- D. The State reserves the right to have access to all workpapers produced in connection with audits made by the Grantee or by independent certified public accountants or licensed public accountants hired by the Grantee to perform such audits.

II. Record Retention

- A. The Grantee shall retain financial records, supporting documents, statistical records, and all other records in the Grantee's financial management system or otherwise pertinent to this agreement (a) for a period of five (5) years from the date of last payment under this agreement or the Department's record retention schedule, whichever is later, or (b) for such longer period as any applicable State or federal statute may require, with the qualifications stated below.
 - 1. If any litigation, claim, or audit is started before the end of the five-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
 - 2. Records for nonexpendable property acquired with Department funds shall be retained for five (5) years after its final disposition.
- B. The State may request transfer of certain records to its custody from the Grantee when it determines that the records possess long term retention value and will make arrangements with the Grantee to retain any records that are continuously needed for joint use.

III. Approvals and Authorizations

- A. Unless specifically stated otherwise, wherever this agreement requires the approval or authorization of the Department, that approval or authorization must be given in writing by the Commissioner of the Department, by the authorized delegate who signed this agreement, or by said delegate's successor or superior, if any.
- B. If the Grantee is a municipal or county government agency, the Grantee must submit with this agreement a copy of an ordinance or resolution, duly enacted by the governing body of that municipal or county government agency or of the municipality or county and authorizing execution of this agreement. If the Grantee is a corporation or other business entity, the Grantee must submit with this agreement a corporate resolution or other authorization, duly adopted by its board of directors, board of trustees, or equivalent governing body, and authorizing execution of this agreement. The Department will not make any payments until such ordinance, resolution or authorization is received.
- C. If the Grantee is a corporation or partnership, the Grantee must submit with this agreement a disclosure of the names and addresses of any persons who own 10% or more of the firm's stock or interest, in accordance with N.J.S.A. 52:25-24.
- D. If the Grantee is a corporation incorporated outside of New Jersey, the Grantee must, as a condition of payment hereunder, obtain a certificate of authority to do business in New Jersey from the Department of the Treasury and file a copy of that certificate with the Grant Officer designated in Section IX of Attachment A, Additional Provisions and Special Modifications.
- E. If the Grantee is neither a government agency nor a corporation and if the Grantee has neither a residence nor a place of business in New Jersey, then the Grantee irrevocably appoints the Commissioner of the Department to receive process in any civil action which may arise out of or as a result of this agreement. Within ten (10) days of receipt of any such process, the Commissioner shall transmit it by certified mail to the Grantee at the address shown in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.

I. Interest on Advance Payments and Disallowed Costs

- A. Advance Payments: The Grantee is required to deposit any advance payments received hereunder in an interest bearing account. Any interest up to \$100 per year may be retained by the Grantee for documented administrative expenses. If this agreement is federally funded, any interest above \$100 per year must be remitted on a quarterly basis to the Department for return to the federal government. If this agreement is funded by the State, interest above \$100 per year may be retained by the Grantee for purposes of this agreement or shall be remitted to the Department as indicated in Section XI of Attachment A, Additional Provisions and Special Modifications.
- B. Disallowed Costs: Where the Grantee has been reimbursed by the Department for costs which are subsequently disallowed by the Department, the Grantee shall return the funds to the Department no later than thirty (30) days after the request. Where the Grantee fails timely to return the funds or appeals the disallowed costs, an interest charge as indicated in Section XI of Attachment A, Additional Provisions and Special Modifications, shall be charged on the funds beginning thirty (30) days from the date the Grantee was notified of the debt. If the Grantee is successful on appeal, the accrued interest will be canceled.

II. Miscellaneous Provisions

- A. Governing Law: It is agreed and understood that this agreement shall be governed and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of New Jersey including but not limited to the Contractual Liability Act, N.J.S.A 59:13-1 et seq.
- B. Conflict of Terms: In the event of any conflict, the order of precedence shall be (1) the terms and conditions of this agreement; (2) any State Agency application form or specific correspondence describing the Project and/or soliciting a Grantee's proposal; and (3) the Grantee's proposal (d-2).

NOTE: The only exception to the above is that consistency with rules and regulations promulgated pursuant to the State Program's enabling legislation shall always have precedence in any conflict with the terms and conditions of the agreement.

- C. Dispute Resolution: Consistent with the Contractual Liability Act, N.J.S.A 59:13-1 et seq., unless otherwise provided in this agreement, all claims, counterclaims, disputes, and other matters in question between the State and the Grantee arising out of, or relating to, this agreement or the breach of it will proceed as follows:
1. The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the Department.
 2. If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to arbitration or litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.
- D. Performance: The Grantee warrants that it is aware of the work required to be performed under this agreement, that it has the capabilities and credentials required by the agreement, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this agreement.
- E. Disclaimer of Agency Relationship: The Grantee's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Grantee or its subcontractors.
- F. Computation of Time: When the agreement refers to a period of time in terms of days, the day of the act or event from which the designated period begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. In computing a period of time of less than seven days, Saturday, Sunday, and legal holidays shall be excluded.
- G. Intellectual Property Rights: If the Grantee, in the course of its duties under this agreement, develops any invention apparatus, computer program, discovery, or other intellectual property, the State will own the entire right, title and interest throughout the world to each such property right and to patents and copyrights protecting the same. The State's ownership shall be unaffected by any assignment, suspension, termination, or expiration of this agreement.
- H. Captions and Headings: Captions and headings used in this agreement are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.
- I. Severability: In case any term or provision of this agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any remaining part nor the validity of any other term or provision shall in any way be affected by such holding.

- A. Entire Agreement: The parties understand and agree that all prior understandings and agreements between them regarding performance of the obligations described herein are merged into this written grant agreement which supersedes all such prior understandings and agreements. Neither party enters into this agreement in reliance on any statement or representation of the other which is not reiterated herein.
- B. Successor and Assigns: This agreement shall be binding upon any successors or assigns of the Grantee. The State may, in its sole discretion, reject any proposed successor or assign of the Grantee.
- C. Counterparts: This agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which taken together shall constitute one and the same instrument.
- D. Notices: All notices, certificates, and other documents (a "notice") to be given by one party to the other shall be in writing and shall be delivered to the other party. Any such notice shall be delivered to the address of the Grantee or the Granting Agency shown in Section I, Grant Award Data and Signatures, by overnight courier service or by regular first class, certified, or registered mail, postage prepaid. If mailed, said notice shall be deemed to have been received five (5) days after its deposit in the United States Mail; and if given otherwise, said notice shall be deemed to have been received when delivered to the party to whom it is addressed.
- E. Waiver of Breach: The waiver by either party of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.
- F. Gender and Number: Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.
- G. Waiver of Jury Trial: In the event of litigation, Grantee waives any right it may have to a trial by jury.
- H. Change in Ownership: If, during the term of this agreement, Grantee shall merge with, be acquired by another entity, change or dissolve its business or corporate structure or otherwise change ownership, Grantee shall provide notice to the Department in the manner provided for by this agreement within thirty (30) days of said change and shall provide such documents as may be requested by the Department including, but not limited to, an updated corporate resolution ratifying this agreement or a revised version of any attachment incorporated in this agreement. At the Department's sole discretion, a change in ownership or a failure to comply with the terms of this provision shall constitute cause for termination in accordance with Section XVIII of this agreement.

**GRANT AGREEMENT
BETWEEN
TOWNSHIP OF MEDFORD
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: 15-0320-1**

ADDITIONAL PROVISIONS AND SPECIAL MODIFICATIONS

This Attachment A adds the terms, conditions, requirements, and provisions specified in Sections I through XI below, and makes the modifications specified in Section XII below, to the preceding General Terms and Conditions of the agreement between the Township of Medford and the State of New Jersey, by and for the DEP.

I. Insurance (See Section III of the General Terms and Conditions of this agreement, Insurance.)

A. The Grantee maintains and must continue to maintain the required insurance coverages as follows:

1. comprehensive general liability

- ☒ insurance
☐ self-insurance
☐ not required

2. automobile liability

- ☒ insurance
☐ self-insurance
☐ not required

3. worker's compensation

- ☒ insurance
☐ self-insurance
☐ not required

4. employer's liability

- ☒ insurance
☐ self-insurance
☐ not required

B. Certificates of insurance or documentation of self-insurance

- ☐ are on file with the Department.
☐ will be forthcoming within 30 days after the effective date of this agreement.
☒ other (explain) _____

NOTE: No payment can be made until the Department has received acceptable documentation of these required coverages.

II. Availability of Funds (See Section VI of the General Terms and Conditions of this agreement, Availability of Funds.)

Based upon funds available to the Department in the State's fiscal year, the agreement (the sum of the State, the federal, and if through the State treasury, the other amounts, shown as components of the Total Project Amount in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures) is

- ☒ fully funded.
☐ partially funded in the amount of \$_____
☐ not applicable.

I. **Method of Payment** (See Section IX of the General Terms and Conditions of this agreement, Method of Payment.)

A. Advance payment, if justified and itemized in Attachment B-2, Approved Advance Payment, is

- ☐ authorized for \$
☒ not applicable.

B. Progress payments

- ☐ shall be made on a _____ (e.g. mo./qtr./deliverable) basis for \$ _____ per payment.
☐ shall be based on actual expenditures submitted on a _____ (e.g. mo./qtr.) basis accompanied by receipts.
☒ shall be made on submission of deliverables in accordance with the project specifications and requirements.
☐ are not applicable.

A. Final payment of remaining balance
(amount or description)

- ☐ shall be withheld pending receipt of all final reports.
☐ is not applicable.
☐ (other, specify)

NOTE: No payment can be made unless a proper state invoice is submitted with appropriate justification, receipts, etc. and unless any required expenditure and performance reports are submitted.

I. **Matching and Cost Sharing Requirements** (See Section X of the General Terms and Conditions of this agreement, Matching and Cost Sharing Requirements.)

- ☒ The Grantee shall provide the matching or cost sharing amounts indicated in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures, and described further in Attachment B, Approved Project Budget.
☐ Matching and cost sharing requirements do not apply.

II. **Project Income** (See Section XI of the General Terms and Conditions of this agreement, Project Income.)

A. Royalties, if any, received as a result of copyrights or patents produced under this agreement shall be

- ☐ paid to the Department.
☐ retained by the Grantee.
☒ not applicable.

B. Other project income, if any, as defined in Section XI of the General Terms and Conditions of this agreement, Project Income, shall be

- ☐ added to funds committed to the project by the Department and used to further eligible project objectives.
☐ deducted from the total project costs for the purpose of determining the net costs on which the Department shall base grant payments.
☐ paid to the Department.
☐ retained by the Grantee.
☒ not applicable.

III. **Certification of Adequacy of Accounting System** (See Section XII of the General Terms and Conditions of this agreement, Financial Management System.)

A. A statement attesting to the adequacy of the Grantee's accounting system in accordance with the standards set forth in Section XII of the General Terms and Conditions of this agreement, Financial Management System,

- ☒ must be completed, on Attachment G, Statement of Adequacy of Accounting System, by the Chief Financial Officer identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.
☐ is not required.

B. Financial reports shall be prepared in a manner consistent with the Grantee's normal accounting records, which are kept on

- ☐ a cash basis.
☒ an accrual basis.
☐ modified accrual basis.
☐ (other, specify)

I. **Financial and Performance Reporting** (See Section XIII of the General Terms and Conditions of this agreement, Financial and Performance Reporting.)

- A. All financial reports must be certified by the Chief Financial Officer.
- B. Interim expenditure reports, including a completed copy of Attachment C, Expenditure Report, shall be submitted ☐ on a _____ (e.g. mo./qtr.) basis, no later than _____ days immediately following the end of the period.
☒ (other, specify) with every reimbursement request, but no later than the due date of the final expenditure report.
- A. Performance reports shall be submitted on a annual (e.g. qtr./annual) basis. These reports should be submitted no later than _____ days after the end of each reporting period.
- A. A final expenditure report, including a completed copy of Attachment C, Expenditure Report, and a final performance report shall be submitted by the Grantee no later than 60 days after the Grantee's completion of all agreement tasks, the expiration date of this agreement, or the termination of this agreement, whichever first occurs.

II. **Audit Requirements** (See Section XV of the General Terms and Conditions of this agreement, Audit Requirements.)

- A. Under the federal Single Audit Act or the State Circular Letter 15-08-OMB,
☐ this agreement is subject to a single audit and will be audited as such on Grantee's fiscal year.
☒ this agreement is not subject to a single audit and shall be audited as indicated in paragraphs B and C below.
- B. If this agreement is not subject to a single audit under paragraph A above,
☐ the agreement shall otherwise be audited at the end of the work period.
☒ the agreement may otherwise be audited at the Department's discretion up to three years after the end of the work period.
- C. If this agreement is audited under paragraph B above, the audit shall be conducted by
☐ State auditors.
☐ Department internal auditors.
☐ a CPA firm appointed by Department.
☐ a CPA firm chosen by the Grantee.
☐ (other, specify)
- D. The Department's records show the Grantee's fiscal year ends on December 31st. The Grantee shall notify the Department immediately if this date is incorrect or is changed.
- E. Copies of all audit reports must be submitted to DEP, Office of Audit, PO Box 402, Trenton, NJ, 08625-0402 and to the Granting Agency identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures, not later than nine months after the close of the Grantee's fiscal year.

III. **Agreement Amendment** (See Section XVI of the General Terms and Conditions of this agreement, agreement Amendment.)

All budget revisions and modifications must be submitted, in writing, to (name) Brandee Chapman, (title) State Trails Coordinator or the successor to that position (the "Grant Officer").

I. **Authorizations and Disclosures** (See Section XXI of the General Terms and Conditions of this agreement, Approvals and Authorizations.)

- A. The Grantee is
☒ a local government agency.
☐ a New Jersey corporation.
☐ an out-of-state corporation.
☐ (other, specify).
- B. Appended hereto as Attachment E, Governing Body Resolution, Corporate Resolution or Certified Resolution, is
☒ a governing body resolution.
☐ a corporate resolution.
☐ a certified resolution.
☐ no resolution.

A. A Grantee's Stockholder Disclosure Statement is

- ☐ submitted herewith.
☒ not applicable.

B. A certificate of authority for Grantee to do business in New Jersey

- ☐ will be submitted.
☒ is not applicable.

NOTE: No payment can be made until the Department has received any documents required under this Section X, Authorizations and Disclosures.

II. Interest (See Section XXII of the General Terms and Conditions of this agreement, Interest on Advance Payments and Disallowed Costs.)

A. Interest above \$100 per year on advance payment of State funds

- ☐ may be retained by the Grantee for documented purposes under this agreement.
☐ shall be remitted to the Department on a quarterly basis.
☒ will not exist because no advance payment is authorized.
☐ (other, explain)

NOTE: On federally funded grants, any interest above \$100 per year must be remitted on a quarterly basis to the Department for return to the federal government.

B. Interest on payments of disallowed costs not returned within 30 days of request shall accrue in favor of the State at the rate specified in the "Notice of Intent to Collect" document (ADM-182).

III. Modifications to General Terms and Conditions

The General Terms and Conditions of this agreement are changed, supplemented, or deleted ("modified") as specified in this Section XII, which supersedes inconsistent terms, conditions, requirements, or provisions contained elsewhere in this agreement. If all modifications do not fit on this page, the numeral "4" in the phrase "of 4" in the header of each page of this Attachment A must be changed to equal the total number of pages in this Attachment A, and each new page must be identified and successively numbered in the same manner as the first five pages.

- ☐ This Section XII does not contain modifications to the General Terms and Conditions of this agreement.
☒ This Section XII does contain modifications to the General Terms and Conditions of this agreement. Attachment A comprises 6 pages.

CIVIL RIGHTS COMPLIANCE
STATE OF NEW JERSEY
U.S. DEPARTMENT OF TRANSPORTATION

As the authorized representative of the applicant, I certify that the applicant agrees that as a condition to receiving any state assistance or Federal financial assistance from the United States Department of Transportation (USDOT), it will comply with all Federal laws relating to nondiscrimination. These laws include but are not limited to: (a) Title VI of Civil Rights Act of 1964(42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age; (d) Title IX of the Education amendments of 1972 (20 U.S.C. 1681, et seq.), as amended, which prohibits discrimination on the basis of sex in education programs or activities that receive Federal financial assistance, and (e) applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. The applicant hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement. This assurance, shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

The applicant also agrees that it shall make opportunities under this program available to Disadvantaged Business Enterprises registered with the New Jersey Department of Transportation. Specifically, the applicant agrees to carry out the applicable requirements of 49 CFR part 26 in the award and administration of USDOT-assisted contracts. Failure by the applicant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. This requirement and assurance applies only to those programs and projects that receive Federal financial assistance from USDOT.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.



Signature of Authorized Certifying Official

Township Manager

Title

Township of Medford

Applicant Organization

9/29/16

Date Submitted

GRANT AGREEMENT
BETWEEN
TOWNSHIP OF MEDFORD
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: 15-0320-1

ADDITIONAL FEDERAL FUNDED AGREEMENT PROVISIONS

I. Debarment and Suspension

The Grantee (Loan Recipient or Contractor) shall fully comply with Executive Order 12549 as implemented in federal regulation entitled *GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)*, 2 CFR Part 180, Subpart C - *Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)* and the applicable Federal agency Common Rule regulations found in <http://www.whitehouse.gov/omb/grants/chart.aspx>. The Grantee (Loan Recipient or Contractor) is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and the applicable Federal agency Common Rule regulations, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Grantee (Loan Recipient or Contractor) is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The Grantee (Loan Recipient or Contractor) acknowledges that failing to disclose the information as required at 2 CFR 180.355 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Grantee (Loan Recipient or Contractor) may access the Excluded Parties List System at <http://www.sam.gov>.

II. Restrictions on Lobbying

- A. The Grantee (Loan Recipient or Contractor) agrees to fully comply with Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in <http://www.whitehouse.gov/omb/grants/chart.aspx>. The Grantee (Loan Recipient or Contractor) shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.
- (1) No federal appropriated funds may be expended by the Grantee (Loan Recipient or Contractor) to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) The Grantee (Loan Recipient or Contractor) shall file with the Department a certification, set forth in Attachment A-1-A, page 1, that the Grantee (Loan Recipient or Contractor) has not made, and will not make, any payment prohibited by paragraph (1) of this section.
 - (3) The Grantee (Loan Recipient or Contractor) shall file with the Department a disclosure form, set forth in Attachment A-1-A, page 2, following instructions contained in the Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in <http://www.whitehouse.gov/omb/grants/chart.aspx>, if the Grantee (Loan Recipient or Contractor) has made or has agreed to make any payment using non-federal funds which would be prohibited under paragraph (1) of this section if paid for with federal funds.

Attachment A-1-A ☐ is ☒ is not required to be completed as part of this agreement

- B. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under the *NEW RESTRICTIONS ON LOBBYING* Common Rule regulations or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

I. Compliance with the Civil Rights Act of 1964

- A. The Grantee (Loan Recipient or Contractor) must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with non-discrimination requirements.
- B. Other civil rights laws may impose additional requirements on the Grantee (Loan Recipient or Contractor) to which the Grantee (Loan Recipient or Contractor) must comply. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and nonprofit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

II. Trafficking Victim Protection Prohibition Statement

- A. To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, and the requirements contained in federal regulation 2 CFR Part 175, *TRAFFICKING IN PERSONS*, the Department may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity fails to comply with these requirements. The Grantee (Loan Recipient or Contractor) must inform the Department immediately of any information received from any source alleging a violation of a prohibition in the Prohibition Statement below.
- B. The Grantee (Loan Recipient or Contractor) must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

III. National Environmental Policy Act (NEPA)

The Grantee (Loan Recipient or Contractor) shall not begin any implementation work under this Agreement until the required environmental review process, if applicable, is completed in compliance with the National Environmental Policy Act (NEPA), 42 United States Code 4321, et seq., its implementing regulations 40 CFR Part 1500-1508, and other applicable federal agency NEPA requirements. Further, the Grantee (Loan Recipient or Contractor) shall not begin any implementation work under this Agreement until compliance with the Endangered Species Act, 16 USC 1531, et seq., and the National Historic Preservation Act, 16 USC 470 et seq., if applicable, is completed.

IV. Eligible Workers

- A. The Grantee shall ensure that all employees of the Grantee and the Grantee's contractors funded under this agreement complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Grantee and the Grantee's contractors shall comply with the regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement under this agreement.
- B. The Grantee agrees to make these forms available in accordance with the access to records and record retention provisions of this agreement.

V. Requirement for Data Universal Numbering System (DUNS) number

As a condition of this agreement, the Grantee (Loan Recipient or Contractor) must provide to the Department its Data Universal Numbering System (DUNS) number. A DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the internet (<http://fedgov.dnb.com/webform>). No Grantee (Loan Recipient or Contractor) may receive a subaward unless this number is provided below:

Grantee (Loan Recipient or Contractor) DUNS Number 050645175

VI. Drug-Free Workplace Compliance

Grantee (Loan Recipient or Contractor) hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended and with 2 CFR Part 182 and Part 2429. Further, Grantee (Loan Recipient or Contractor) will endeavor to ensure that Contractors and any third parties providing services are in compliance with the Drug-Free Workplace Act of 1988, as amended, and with 2 CFR Part 182 and Part 2429.

GRANT AGREEMENT
BETWEEN
TOWNSHIP OF MEDFORD
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: 15-0320-1

CERTIFICATION REGARDING LOBBYING*

**CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions. (Attachment A-1-A, page 2)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Katherine E. Burger, Township Manager
Typed Name & Title of Authorized Representative

[Signature]
Signature of Authorized Representative

9/29/16
Date

* Pages 1 and 2 of Attachment A-1-A must be completed if the Federal source of funds is \$100,000 or greater as indicated in Section I (page 2) of the Contract.

DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See page 3 of 3 for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: b a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: b a. bid/offer/application b. initial award c. cooperative agreement		3. Report Type: a a. Initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☒ Subawardee Tier _____ 1st _____, if known: Congressional District, if known: 3			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime NJDEP Recreational Trails Program 501 East State Street, PO Box 420 Trenton, NJ 08625 Congressional District, if known: 12		
6. Federal Department/Agency Department of Transportation/Federal Highway Administration			7. Federal Program Name/Description: National Recreational Trails CFDA Number, if applicable: 20.219/Recreational Trails Program		
8. Federal Action Number, if known: M94E(015)			9. Award Amount, if known: \$24,000.00		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from no. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.			Signature: <u>[Signature]</u> Print Name: <u>Katherine E Burger</u> Title: <u>Township Manager</u> Telephone No.: <u>609-654-2608</u> Date: <u>9/29/16</u>		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a).
Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

GRANT AGREEMENT
BETWEEN
TOWNSHIP OF MEDFORD
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: 15-0320-1
NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into by and between the New Jersey Department of Environmental Protection and Township of Medford ("Receiving Party"), to include all staff, contractors, consultants and subcontractors of the Receiving Party, for the purpose of preventing the unauthorized disclosure of Personal Identifiable Information ("PII") as defined below. The parties have agreed to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential personal information.

I, Katherine E. Burger, [insert name] understand that that in the performance of my duties under the referenced contract, I may be provided access to PII as defined in this agreement, and hereby agree to the provisions listed below as a condition to such access.

1. **Definition of Personal Identifiable Information.** For purposes of this Agreement, the Housing and Urban Development ("HUD") definition of PII shall be used, which includes all information that can be used to distinguish or trace an individual's identity, such as name, and social security number, alone, or when combined with other personal and identifying information which is linked or linkable to a specific individual, such as date, place of birth, mother's maiden name, etc.

2. **Obligations of Receiving Party.** Receiving Party shall hold and maintain PII in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any PII. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to PII immediately if Disclosing Party requests it in writing.

3. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold PII in confidence shall remain in effect until the PII becomes publicly known through no fault of the Receiving Party or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

All client information is subject to the Federal Privacy Act of 1974 (5 U.S.C.552a). This act states, "personal information may be used only by the authorized persons in the conduct of official business. Any individual responsible for unauthorized disclosure information will be prosecuted to maximum extent possible under laws."

I am [check appropriate box]:

☒ An employee of the Grantee named above.

☐ An employee of a subcontractor to the Grantee [name of company]: _____

☐ Other [describe, e.g., independent consultant]: _____

Signature

Date

9/29/16

Phone Number: 609-654-2608

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APPROVED PROJECT BUDGET

ACCOUNT DESCRIPTION	TOTAL BUDGET	FEDERAL	STATE	GRANTEE	OTHER
A. Personnel Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Salaries					
Fringe Benefits	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
B. Consultants and Subcontractors	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
C. Other Costs Specify below					
> Recreational Trail Development Costs	\$30,000.00	\$24,000.00	\$ 0.00	\$6,000.00	\$ 0.00
Audit	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Subtotal Direct Costs	\$ 0.00	\$24,000.00	\$ 0.00	\$6,000.00	\$ 0.00
Less Program Income (enter as negative)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Direct Costs	\$ 0.00	\$24,000.00	\$ 0.00	\$6,000.00	\$ 0.00
Indirect Costs (indicate rate: 15.00%)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL PROJECT AMOUNT	\$30,000.00	\$24,000.00	\$ 0.00	\$6,000.00	\$ 0.00

TOTAL GRANT AMOUNT is ☒ the sum of "Federal" and "State" column totals \$24,000.00
☐ the sum of "Federal" "State" and "Other" column totals \$

The sums identified in the "Total Budget" column are itemized and justified in (check one or more as appropriate)

- ☐ Attachment D, Scope of Services, on page(s)_____.
- ☐ Attachment D-2, Grantee's Proposal, on page(s)_____.
- ☒ Attachment B-1, Itemization and Justification of Budget, comprising 1 page(s).

GRANT AGREEMENT

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ITEMIZATION AND JUSTIFICATION OF BUDGET

If neither Attachment D, Scope of Services, nor Attachment D-2, Grantee's Proposal, provides an itemization, explanation, and justification for the Approved Project Budget, they must be provided on this Attachment B-1, comprising one page.

Grant Funds			Match	
#	Description	Amount	Description	Amount
1	Engineering Consultants	\$ -	Engineering Consultants	\$ 4,000.00
2	Trail Clearing and Preperation	\$ -	Volunteers	\$ 4,000.00
3	Trail Stabilization materials	\$ 18,000.00	Trail Signage	\$ 2,000.00
4	Pre-fabricated bridges to transverse waterways	\$ 6,000.00		
5		\$ -	TOTAL:	\$ 10,000.00
6		\$ -		
7		\$ -	1. Engineering-Pro Bono	
8		\$ -	2. Volunteer Contractors & laborers for	
9		\$ -	Trail clearing	
10		\$ -	3. Trail Signage to be paid by Medford	
11		\$ -	Township via Municipal Budget funds	
12		\$ -		
13		\$ -		
14		\$ -		
15		\$ -		
16		\$ -		
17		\$ -		
18		\$ -		
19		\$ -		
20		\$ -		
21		\$ -		
22		\$ -		
23		\$ -		
24		\$ -		
25		\$ -		
26		\$ -		
27		\$ -		
28		\$ -		
29		\$ -		
30		\$ -		
31		\$ -		
32		\$ -		
33		\$ -		
	TOTAL:	\$ 24,000.00		

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SCOPE OF SERVICES

The Scope of Services for this agreement comprises Attachment D-2, Grantee's Proposal; any project requirements delineated in Attachment D-1, Project Requirements; and any modifications, amendments, and additions to the Grantee's proposal discussed in this Attachment D. In case of conflict among the provisions of Attachments D, D-1, and D-2, the order of priority shall be: (1) Attachment D-1, (2) Attachment D, (3) Attachment D-2. This Attachment D comprises 1 page(s), including this page.

The grantee shall conduct the approved project as set forth in the Scope of Services in compliance with the Safe, Accountable, Flexible and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) P.L. 109-59, 23 USC 104,206. The grantee shall also comply with all requirements set forth in the programmatic agreement between the Federal Highway Administration and the State of New Jersey. Details of the programmatic agreement are listed at:

http://www.fhwa.dot.gov/environment/recreational_trails/guidance/state_practices/agreement_nj.cfm.

Details of the approved project and project requirements are provided in Attachment D-1 and D-2 (Grantee's proposal).

The construction of 10,740 linear feet of 6' wide un-paved bike trails in the wooded area of Hartford Crossings Park, a municipally owned athletic complex with existing baseball, football, lacrosse and softball fields. The trail path will be utilized for non-motorized vehicles (bicycles) and walking. As this project encroaches upon wetlands and transition areas, grant funds will be used for pre fabricated bridges to transverse water tributaries, wood chips to provide soil stabilization, and facility amenities such as wayfaring signage along the trails, benches, bike racks, and minor upgrades to an existing gravel parking area to accommodate users.

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PROJECT REQUIREMENTS

The Grantee shall comply with the requirements set forth below, as well as any rules and regulations promulgated pursuant to the program's enabling legislation, if any, N.J.S.A. 13:1D-9(g) Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) P.L. 109-59, 23 U.S.C. 104.206

In light of any conflicts between this Attachment D-1 and any other provisions within this Agreement, Attachment D-1 supersedes all. The grantee shall also comply with all requirements set forth in the programmatic agreement between the Federal Highway Administration and the State of New Jersey. Details of the programmatic agreement are listed at http://www.fhwa.dot.gov/environment/recreational_trails/guidance/state_practices/agreement_nj.cfm.

Listed below are specific requirements, including special conditions, of the program and the project covered by this agreement. This Attachment D-1 comprises 9 page(s), including this page.

Subcontractor Selection: Where approved by the Department, Grantee may select and engage a qualified subcontractor to complete portions of the Project. The Grantee's selection of a subcontractor shall be done in accordance with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and any other applicable federal, state and local statutes, rules and/or ordinances, including but not limited to ensuring that subcontractors are selected only after public advertisement and/or bidding. Grantee shall be obligated to publicly bid the job and submit proof to the Department prior to the retention of any subcontractor. The Department shall approve the selection of any subcontractor and the Grantee shall not be eligible for reimbursement of costs incurred by a subcontractor not approved by the Department.

Equipment purchases: Any equipment purchased under this agreement must comply with Buy America requirements per NJDOT specifications at: <http://www.state.nj.us/transportation/eng/documents/BDC/pdf/BDC13S14.pdf>. Equipment must also be adequately safeguarded and used solely for the Project. Grantee shall maintain records that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date and cost of the property, location, use, and condition of the property, and any ultimate disposition date including the date of disposal and sale price of the property.

Final Report: Final payments will be held until the applicant completes and submits a final project report along with project photos. Payment will be released once the form is reviewed, accepted and a final site inspection is done if deemed appropriate by the Department.

PROGRAM REQUIREMENTS

The Grantee shall comply with the requirements set forth below, as well as any rules and regulations promulgated pursuant to the program's enabling legislation, if any, Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) P.L. 109-59, 23 USC 104.206. Listed below are specific requirements, including special conditions, of the program and the project.

Permissible Uses and Projects:

1. Permissible uses include:
 - a) Maintenance and restoration of existing recreational trails;
 - b) Development and rehabilitation of trailside and trailhead facilities and trail linkages for recreational trails;
 - c) Purchase and lease of recreational trail construction and maintenance equipment;
 - d) Construction of new recreational trails in existing parks or in new rights-of-way; and
 - e) For motorized use only, acquisition of easement and fee simple title to property for recreational trails. Land acquisition will only be considered if trails to be constructed will total five miles or more.
 - i. All requests for funding to acquire land for motorized use must comply with requirements of the Federal Highway Administration regarding appraisals, environmental impacts, public involvement and settlement. These requirements are included in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Implementing regulations are found in 49 CFR Part 24; <http://www.fhwa.dot.gov/realestate/ua/index.htm>
 - ii. A permanent easement held by a governmental agency, allowing recreational use, must be placed on all lands acquired with Recreational Trails Program funding.
 - iii. All acquisitions of any kind of interest in property must be from a willing landowner or seller. Condemnation is prohibited under the federal legislation.
 - iv. Eligible acquisition costs include those for appraisals, surveys and land value.
 - v. A plan of the site must be prepared before development funds are expended. The plan must include information on the number, use, and location of trails, location and type of trailside and trailhead facilities, sensitive resource protection measures, management of the site and enforcement of uses and activities.
2. Trailside or trailhead facilities may include parking, signage, shelters and water, sanitary and disabled access facilities.
3. According to the Federal Highway Administration, a recreational trail is defined as a thoroughfare or track across land or snow, used for recreational purposes such as: pedestrian activities, including wheelchair use; skating or skateboarding; equestrian activities, including carriage driving; non-motorized snow trail activities, including skiing; bicycling or use of other human-powered vehicles; aquatic or water activities; and motorized vehicular activities, including all-terrain vehicle riding, motorcycling, snowmobiling, use of off-road light trucks, or use of other off-road motorized vehicles. The terms "thoroughfare" or "track" exclude roads generally accessible by low clearance passenger vehicles, but include high-clearance primitive roads. Any one of these uses or combination of uses is eligible for funding.
4. Planning studies, environmental assessments, engineering studies, and costs of permit applications

are eligible expenses if they are part of a proposal that is primarily for trail construction or restoration, or development of trailside/trailhead facilities. No more than 15% of the total funded project cost can be for planning and trail feasibility study expenses.

5. Equipment may be purchased with grant funds, and if approved, must be adequately safeguarded and used solely for authorized purposes. Records must be maintained that include a description of the equipment, a serial number or other identification number, name of title holder, the acquisition date and cost of the property, location, use, and condition of the equipment.

Uses and Projects Not Eligible for Funding:

1. The Recreational Trails Program legislation prohibits using RTP funds for condemnation of any interest in real property. Also, it is not permissible to use the value of condemned land toward the match requirement.
2. Trail feasibility studies alone are not permitted on a project.
3. Funding will not be provided for law enforcement personnel or activities.
4. Projects will not be approved on railroad rights-of-way on which the railroad tracks are in place, if trail users will traverse on or between the railroad tracks, except for providing a railroad crossing in coordination with the railroad owners, operator, and Department of Transportation. However, projects may be located within a railroad right-of-way if trail users will not travel on or between the tracks and if adequate safety measures are implemented in coordination with the railroad owner, operator, and Department of Transportation.
5. Conversion of non-motorized trails to motorized use, or to facilitate motorized use will not be considered for funding.
6. Projects that include improvements to roads, road shoulders, or sidewalks are not eligible for funding.
7. The purchase of caps, t-shirts, sweat-shirts, jackets, patches, pins, pens, stickers, license plates, flashlights, and other such items for the purpose of promotion is not eligible for funding. Such items cannot be used for meeting the required 20% match.

Financial Requirements:

1. Applicants are reimbursed for expenses incurred. Partial reimbursements can be made with submission of proof of expenditure. The minimum partial reimbursement amount is \$500 for non-state agency grant recipients. Several receipts can be combined to meet the \$500 minimum. If planning and design studies are to be funded as part of the grant, reimbursement for studies will not be made until the entire project is completed.
2. "Indirect" costs including professional services, site design, engineering, supervision, legal fees, advertising, permit fees, preliminary planning or engineering, historic research, professional advice, estimates, reports, services or studies and other incidental costs related to the project construction are eligible for funding up to the established cap of 15% of the total construction costs. If any indirect costs are to be funded as part of the grant (meaning they are included in the initial request and there are sufficient funds available) reimbursement of such, if eligible, will not be made until the entire project is completed.

3. Funding cannot be used to reimburse expenses for projects started before final approval is received from DEP and the Federal Highway Administration. However, planning and environmental assessment costs (up to 15% of the total project cost) incurred less than 18 months prior to project approval may be counted toward the non-Federal (matching) share.
4. Grantees will use their own procurement procedures that reflect applicable state and local laws and regulations; the Buy America program will apply to steel and iron used in a construction project. Records on procurement will include, but not necessarily be limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
5. All grantees must maintain records that adequately identify the source and application of funds provided for projects. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and sub-grant award documents, etc. All required records must be retained for three years after grantees receive final payments and all other pending matters are closed.
6. Any grantee funded by the federal government is subject to the single-audit provisions of the Single Audit Act of 1984, P.L. 98-502. Pursuant to State Circular Letter 04-04-OMB, www.nj.gov/infobank/circular/cir0404b.htm the State of New Jersey has adopted by reference the standards and provisions of the Audit Act and the federal OMB Circulars. If the grantee expends a total of \$500,000 or more in federal or state financial assistance in the grantee's fiscal year, the grantee must have a single audit performed. Grantees that expend less than \$500,000, but expend \$100,000 or more in state and/or federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with the Audit Act, Amendments, OMB Circular A-133 Revised and State policy.
7. General requirements for matching funds:
 - a) Applicants must provide a minimum 20% match of the total project cost. A grant would be a maximum of 80% of the total project cost. For example, if the maximum grant award of \$24,000 is being requested, the 20% match would equal \$6,000 for a total project cost of \$30,000. The match can be in the form of cash or the fair market value of labor or materials.
 - b) Labor can be contributed by volunteers, staff salaries, or the value of contracted labor, including the value of labor contracted to develop site plans and apply for permits.
 - c) For in-kind services of labor or materials, the applicant will be required to provide documentation on the value of those services, such as copies of bills, receipts or invoices, for the project funded, and how that value was derived.
 - d) Volunteer services will be valued at wage rates consistent with those ordinarily paid for similar work in the grantees' organizations, or for similar work in the same labor market. A reasonable amount for fringe benefits may be included in the valuation. To the extent feasible, volunteer services will be supported by the same methods that the grantee uses to support the allocation of regular personnel costs.
 - e) Donated supplies will be valued at the market value of the supplies at the time of donation.

- f) The value of land within a previously established park (land trust, preserve, etc.) may not be used as credit for the match. Also, a public agency may not use the value of land transferred from the administration of one agency to another agency to meet the minimum match.

8. Match using other federal funds:

- a) Federal agency project sponsor. Notwithstanding any other provision of law, a federal agency that sponsors a project may contribute additional federal funds toward the cost of a project, except that:
 - i. The share attributable to the trails grant may not exceed 80 percent of the cost of a project; and
 - ii. The share attributable to the trail project and the federal agency may not exceed 95% of the cost of a project.
- b) Any funds or the fair market value of any materials or services may be provided by a federal project sponsor and shall be credited to the federal agency's share.
- c) Use of funds from federal programs to provide non-federal share. Notwithstanding any other provision of law, the non-federal share of the cost of the project may include amounts made available by the federal government under any federal program that are:
 - i. Expended in accordance with the requirements of the federal program relating to activities funded and populations served; and
 - ii. Expended on a project eligible for assistance under the Recreational Trails Program.

General Program Requirements:

1. Approved projects must begin within one year of the approval date. A project may be considered to begin with pre-construction work such as obtaining permits and performing planning and engineering studies, as well as construction work. If a project is not completed within one year of notification of funding grantees will be expected to complete project status reports which will be forwarded to grantees at the appropriate time. **Projects must be completed within two years of the work period effective date as defined in Section I of the General Terms and Conditions of this agreement.**
2. Grantees may be permitted to make changes in the approved project to meet unanticipated circumstances. **Changes to the project must receive prior approval from DEP.**
3. If for any reason the recipient of funding must terminate the project, the recipient must notify DEP in writing, explaining the reason for termination. If partial funding has been given for a project before termination, the grant recipient will be required to reimburse DEP for the amount of funding received.
4. An application to construct a new trail on land that is not in an existing park or privately owned land already available for public use requires a resolution from the governing body stating that it supports such a proposal and that the governing body will abide by the requirements of the program.
5. **The facility must be open to the general public; it cannot be made exclusive to club members, municipal residents, or any limited group.** It may be appropriate for club members to receive a discount since a portion of their membership may be counted toward use of the area, but the price differential should not be set so high as to restrict general public access.
6. Grantees may charge fees for use of project areas as long as the fee is used to meet the operating costs of the project. Development of for-profit facilities may not receive funding. **If the Grantee chooses to require a fee for their facility, the fee must be reasonable and not set so high as to restrict general public access.** Please note that according to the New Jersey Landowner Liability Act, N.J.S.A. 2A:42A-2, a landowner's liability is **not** limited "for injury suffered in any case where permission to engage in sport or recreational activity on the premises was granted for a consideration other than the consideration, if any, paid to said landowner by the State."
7. Trailhead and interpretive signs, printed brochures, guides or booklets funded through this grant program must give recognition that the project was funded by the Federal Highway Administration's Recreational Trails Program, through the New Jersey Department of Environmental Protection.
8. The Grantee must obtain all required permits prior to construction. **Copies of approved permits must be sent to the Green Acres Program before construction begins.**

9. A project may be denied if it is found to negatively impact an endangered and threatened species habitat. Therefore, applicants should determine and state in their application whether protected status species have been documented within the project area, and what measures will be taken to avoid adverse impact.
10. A project may be denied if the applicant has not completed previously awarded grants by the specified project completion date or by an extended date approved by the Green Acres Program.
11. Before submitting an application, applicants must determine if the project site is on, in or next to a site on the National or State Registers of Historic Places. Information on listed sites is available from county Cultural and Heritage Commissions, county historical societies, and the New Jersey Historic Preservation Office (HPO). If the project is selected for funding and is on, in or next to a registered site, the project will be subject to review by the New Jersey Historic Preservation Office. **Any construction cannot begin until receiving authorization from the HPO. Copies of the authorization must be supplied to the Green Acres Program.**
12. If the applicant is not the owner of the land, then the applicant shall provide DEP with written assurances from the owner that the owner of the property will cooperate with the applicant and DEP and participate as necessary in the activities to be conducted.
13. Under the Recreational Trails Program legislation, use of Youth Corps participants is encouraged. These programs provide low cost labor for various types of work projects, while providing youth with job skills. In New Jersey, contact:

New Jersey Youth Corps
1 John Fitch Plaza
P.O. Box 055
Trenton, New Jersey 08625-0055
609-633-6438

14. All grantees must comply with state and federal laws prohibiting discrimination based on race, color, national origin, handicap, or age. Failure to comply with these laws may result in the termination of the grant as the DEP deems appropriate.
15. In general, standards for construction of bicycle paths included in the American Association of State Highway and Transportation Officials' (AASHTO) Guide for the Development of Bicycle Facilities, 1999 are recommended for construction of new facilities (see below). However, these may not necessarily apply to mountain bike or multiuse trails. Maximum path width in wetlands or wetland buffers must comply with rules of the New Jersey Land Use Regulation Program, which may require a narrower maximum width.
16. Every submission with a reimbursement request must include the expenditure report contained within **Attachment C** of this agreement, proof of payment provided from a financial institution, and complete vendor invoices with expenses clearly defined and identifiable within the Approved Project Budget (**Attachment B** of this agreement). All invoices must be paid in full to be considered for reimbursement; advanced payments will not be made.

17. **National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA)**

Pursuant to NEPA and NHPA all projects must abide by the requirements therein unless the project qualifies as one of the categorical exclusions (CE) listed under **Stipulations 1 or 2** below and does not cause any impacts as listed in **Stipulation 3** detailed below:

a) **Stipulation 1 – Categorical Exclusions to both NEPA and NHPA requirements**

It is understood that by the nature of the activities listed below, there are no noise, air quality, sole source aquifer, historic properties, wetlands, and endangered species or right-of-way issues. The following nine activities may be designated as CEs pursuant to the NEPA without further approval or documentation, provided they do not cause any impacts listed in Stipulation 3 herein.

It is also understood that by the nature of these activities, the following nine activities will have very little or no effect on cultural resources, and therefore do not require coordination of SHPO consultation pursuant to Section 106 of the NHPA, provided they do not cause any impacts listed in Stipulation 3 herein.

Based on the above, FHWA is pre-approving all Recreational Trails projects meeting the pre-defined set of nine conditions below pursuant to the NEPA and the NHPA:

- i. Trail planning and design work
- ii. Purchase of trail maintenance equipment, materials, and supplies (i.e., mowers, tractors, shovels, hammers, etc.);
- iii. renovation/restoration of trail and access;
- iv. re-grading of trail and/or parking;
- v. striping/restriping;
- vi. debris removal;
- vii. educational materials;
- viii. connector trails within boundaries of existing property;
- ix. In-kind repair of signs, kiosks, markers, bridges, fences, guardrails, retaining walls and berms.

b) **Stipulation 2 – Categorical Exclusions to NEPA requirements**

It is understood that by the nature of these activities, there are no noise, air quality, sole source aquifer, wetlands, and endangered species or right-of-way issues. The following eight activities may also be designated as CEs under this agreement pursuant to the NEPA without further approval or documentation, provided they do not cause any impacts listed in Stipulation 3 herein.

It is understood, however, that if any of the following eight activities listed below occurs in/on or next to a historic property, coordination with the SHPO for Section 106 consultation of the NHPA must occur prior to authorization. The FHWA, therefore, is pre-approving all Recreational Trails Program projects meeting the pre-defined set of eight conditions below pursuant to NEPA requirements only:

- i. bridge rehabilitation/replacement;
- ii. signage, kiosks, and markers replacement/installation;
- iii. upgrading the trail and or parking lot from dirt to stone/woodchips, or stone/woodchips to asphalt/concrete;
- iv. fencing, guardrails, retaining walls, berms replacement/installation;
- v. drainage;
- vi. landscaping;
- vii. Compliance under the Americans with Disabilities Act (ADA) including the following:
 - a. ramps;
 - b. railing;
 - c. re-surfacing (to asphalt or boardwalk);
 - d. parking and trail access;
 - e. signage;
 - f. port-a-potties;
- viii. permanent installation of ancillary facilities including the following:
 - a. port-a-potties;
 - b. bike racks;
 - c. lighting;
 - d. benches;
 - e. trash receptacles;
 - f. course design features (e.g. jumps, water hazards, par course equipment, picnic benches).

c) Stipulation 3 - Exemptions to Categorical Exclusions

A proposed project **must** be individually approved by the Federal Highway Administration pursuant to NEPA and NHPA when a project requires/involves any of the following eight items:

- i. acquisition of property;
- ii. new trail on new alignment;
- iii. adverse-effect finding from SHPO;
- iv. environmental permits;
- v. new bridge construction;
- vi. endangered species;
- vii. hazardous materials;
- viii. air quality conformity impacts.

If the proposed project qualifies as a categorical exemption, applicant must certify to this fact with the NEPA/NHPA Certification form as supplied by the Grantor. If the project scope falls outside of the preapproved categorical exclusions or the project scope is consistent with any of the exemptions listed under Stipulation 3 above, the Grantee must complete an Environmental Evaluation form for individual project approval by FHWA, which could take up to 90 days.

GRANT AGREEMENT
BETWEEN
TOWNSHIP OF MEDFORD
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: 15-0320-1

GRANTEE'S PROPOSAL

Grantee's project proposal, comprising pages, including this page, is incorporated into this agreement as this Attachment D-2. Except as modified, amended, or supplemented by Attachment D, this Attachment D-2, Grantee's Proposal, describes the assignment tasks and project work units which the Grantee shall perform and deliver pursuant to this agreement.

The Township of Medford is proposing to construct a 10,740 linear foot bike trail through the wooded areas of Hartford Crossing Park, a 110-acre active recreation facility that currently hosts 9 softball fields, 6 baseball fields, 3 football fields, a roller hockey rink and four restroom/concession/fieldhouse buildings. Hartford Crossings Park is permanently preserved as dedicated open space for active and passive recreation under the NJDEP Green Acres Program. An access trail exists through the wooded areas that would be perfect for a bike trail, and because of the athletic fields, infrastructure such as parking, restrooms, concessions, picnic areas, and tot lots is already in place.

Our proposed project includes the formal construction of a six-foot (6') wide un-paved bike trails in the wooded wetland area of the complex. The path will be utilized by bicycles, pedestrians and snow skiers. Motorized vehicles of any kind will be prohibited. Some footpath trail areas are in existence and were used sporadically in the past, however thick brush and tree limbs prohibited more usage. In these areas and new areas that are not already paths, or those requiring clearing or grubbing, a 3" overlay of woodchips will be laid by volunteers to provide soil stabilization and protection from surface groundwater.

DEP Freshwater Wetlands General Permit Applications have already been approved for this project, so work can commence within ninety (90) days of the grant award notification. As a part of this DEP application, certifications are on file that the proposed trail areas do not include any historic sites nor any threatened or endangered species.

Located directly across the street is Lenape High School, Kirby's Mill Elementary School is just to the south, and on the opposite corner is Johnson's Farm, a regionally recognized agri-tourism location that draws from throughout the region.

A bicycle trail in centrally located and easily accessible Hartford Crossing Park would be widely utilized, given our natural, historic and scenic treasures within the Township. Medford already has a large and active bicycle contingent, and it's outlying, more rural neighbors within the Pinelands have lent themselves to host many bike tours and rallies. This area is nationally recognized for its outdoor recreational opportunities, with its natural, scenic, historic and cultural assets. This makes Medford the perfect location for a flow trail, and in collaboration with other local attractions and camps, opportunities for larger events such as triathlons.

Commitments have already been received from the Jersey Action Riders, a chapter of JORBA, the Township Bike Network Committee, the Township's Environmental Affairs Advisory Committee (EAAC), other biking enthusiasts, and local scout troops to assist with the development, marketing and on-going maintenance of this proposed trail. The EAAC has already led two clean-up/clearing events on the trails, with a large number of volunteers who actively participated and expressed their willingness to return for similar work days.

In addition, the Medford Township Council is committed to providing diverse biking system opportunities for area residents. In order to accomplish the goals of Medford's plan, several types of activities have taken place over the past 12 years: construction of new bike paths, the addition of bike lanes on existing roadways; the widening of curb lanes to accommodate bicyclists, and the installation of bike racks at several public locations. In addition, the Council recently adopted the "Complete Streets" program, which requires new road construction to include bike lanes or paths. The

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establishment of a comprehensive cycling network system within Medford Township will strongly encourage an alternate form of travel that is healthier, environmentally friendly, and provides circulation efficiency. The pro-active measures of Medford's plan to promote and encourage biking will preserve and enhance the quality of life of all area residents.

**GRANT AGREEMENT
BETWEEN**

MEDFORD TOWNSHIP

**AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER: 15-0320-1

GOVERNING BODY RESOLUTION

- PLEASE SEE ATTACHED -

TOWNSHIP OF MEDFORD

RESOLUTION 66 - 2015

"RESOLUTION AUTHORIZING MEDFORD TOWNSHIP TO APPLY FOR FUNDING UNDER THE FY 2015 RECREATIONAL TRAILS GRANT PROGRAM OF THE NJDEP

WHEREAS, the Township Council of the Township of Medford, County of Burlington, State of New Jersey wishes to apply for a grant under the New Jersey Department of Environmental Protection Recreational Trails Program, in order to construct bike and pedestrian trails in Hartford Crossing Park; and

WHEREAS, the Township of Medford deems it appropriate to apply for a total of \$25,000 in grant funds, for the construction of trails and bridges along the designated bike trail areas in Hartford Crossing Park, along with trail marker signage and rest areas that will facilitate bike and pedestrian access to participants and park visitors; and

WHEREAS, it is required to adopt a Resolution authorizing the application for said funding.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Medford, County of Burlington, State of New Jersey that:

- 1) The Township Manager, or his/her designee, is hereby authorized to file an application for a Recreational Trails Grant for the 2015 Fiscal Year in the amount not to exceed \$25,000.
- 2) The Township of Medford has the ability and intention to finance and provide in-kind support for the matching share requirement of the grant proposal.
- 3) The Mayor, the Township Manager, the Clerk and/or the Chief Financial Officer are authorized to execute all contract documents relating to said grant application.

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Council of the Township of Medford, at a meeting held on the 7th day of April, 2015.


Dawn Bielec, Deputy Township Clerk

GRANT AGREEMENT
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AND
THE STATE OF NEW JERSEY
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GRANT IDENTIFIER: 15-0320-1

STATEMENT OF ADEQUACY OF ACCOUNTING SYSTEM*

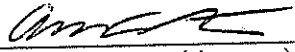
If Grantee is a governmental agency, complete Section A. If Grantee is a non-governmental agency, complete Section B.

Section A: Governmental Agency

I am the Albert Stanley (Print title of Chief Financial Officer) of Township of Medford and, in this capacity, I will be responsible for establishing and maintaining the financial statements for the project. The accounting system that will be established and maintained for the purpose of this agreement will be adequate to:

1. provide for accurate identification of the receipts and expenditures of funds by approved budget cost categories;
2. provide for documentation supporting each book entry, filed in such a way that it can be easily located;
3. provide accurate and current financial reporting information;
4. be integrated with a strong system of internal controls; and
5. conform to any and all Department requirements or guidelines as now in effect and as may be periodically amended.

Date: 09-29-16


(signature)

ALBERT STANLEY
(print name)

Section B: Non-governmental Agency

I am a ☐ certified public accountant ☒ duly licensed public accountant and have been engaged to examine the financial statements of Township of Medford which will be maintained for the project.

In my opinion, the accounting system and internal controls ☐ in use ☒ to be established on _____ for this agreement ☐ are ☒ will be adequate to:

1. provide for accurate identification of the receipts and expenditures of funds by approved budget cost categories;
2. provide for documentation supporting each book entry, filed in such a way that it can be easily located;
3. provide accurate and current financial reporting information; and
4. conform to any and all Department requirements or guidelines as now in effect and as may be periodically amended.

Date: _____

(signature)

(print name)

(print title)

* This form must be completed as part of the agreement if required by Section VI.A of Attachment A, Additional Provisions and Special Modifications

REFERENCE BIBLIOGRAPHY

This bibliography is provided for reference purposes only. It lists documents incorporated by reference into this agreement and other documents which might be helpful to the Grantee.

A. New Jersey Department of the Treasury

- State Circular Letter 15-08-OMB : Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid
- State Grant Compliance Supplement

B. United States General Accounting Office

- Government Auditing Standards (Yellow Book)

C. United States Office of Management and Budget

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
- Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments (Common Rule), (March 11, 1988) <http://www.whitehouse.gov/omb/grants/chart.aspx>
- Compliance Supplement for Single Audits of State and Local Governments-Uniform Requirements for Grants to State and Local Governments (Compliance Supplement, Revised)

D. American Institute of Certified Public Accountants ("AICPA")

- State and Local Governments – Audit and Accounting Guide
- Not-for-Profit Organizations — AICPA Audit and Accounting Guide
-



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

GREEN ACRES PROGRAM

MAILCODE 501-01

PO Box 420

TRENTON, NJ 08625

(609)984-0628

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

September 9, 2016

Beth Portocalis
Director of Open Space and Parks
Medford Township
17 North Main Street
Medford, NJ 08071

Re: 2015 Recreational Trails Program Grant
Project ID 15-0320-1 – Hartford Crossing Bike Trails

Dear Grant Recipient:

Enclosed please find a project agreement for your Recreational Trails Program grant for the Hartford Crossing Bike Trails project. Please review the agreement for accuracy, and if acceptable please add the appropriate signatures and information where flagged. **Please return the completed agreement using the enclosed return envelope no later than September 30, 2016.** We will get the final signature and email you a PDF of the fully executed agreement.

Please note the following:

1. Page three of the Agreement does not require Grantee attorney signature. It is optional.
2. To submit a reimbursement, please submit invoices and proof of payment for each with reference to your budget line item (found in Attachment B-1) along with documentation showing proof of match. If you are using labor as match, please provide time sheets or payroll reports that show all employee names, dates of work, hours and rate of pay. If the match will be in volunteer labor, you will need to use a rate that is consistent with what a normal subcontractor would be paid to do similar work.
3. The Approved Project Budget contained within this agreement only includes the 20% match amount that is required per program rules.
4. This Agreement provides for a two year grant period with start and end dates indicated on page two.

Thank you for your assistance. If you have any questions or require additional information, please contact our office.

Brandee Chapman
New Jersey Trails Program

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
RECREATIONAL TRAILS PROGRAM



NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)
ENVIRONMENTAL EVALUATION FORM

Applicant: Township of Medford	
Project name: Hartford Crossing Bike Trails	
Grant ID #:	
Part I: Project Description: <i>Describe general scope of work to be funded with grant.</i>	
The construction of 10,740 linear feet of 6' wide un-paved bike trails in the wooded area of Hartford Crossings Park, a municipally owned athletic complex with 19 various playing ballfields. The trail path will be utilized for non-motorized vehicles (bicycles) and walking. As this project encroaches upon wetlands and transition areas, grant funds will be used for 2 pre-fabricated bridges to transverse water tributaries, wood chips or other similar environmentally friendly materials to provide trail stabilization, and facility amenities such as wayfaring signage along the trails to accommodate users.	
Part II: Alternatives to Proposed Action(s): <i>Describe any project alternatives (if they exist).</i>	
Benches, bike racks and minor upgrades to an existing gravel parking area that would be used by those utilizing the Hartford Trails.	
Part III: Environmental Consequences: <i>Complete the following. For each "yes", describe the magnitude of the impact and the potential for significant impact (based on context and intensity). Attach appropriate supporting documentation.</i>	
A. Property Acquisitions: <i>Please note that acquisitions under Eminent Domain are not a permissible activity under the RTP program.</i>	
Is the project seeking permanent acquisitions from private landowners or local authorities?	☐ YES ☒ NO
If yes, is the project seeking full or partial acquisition(s)?	☐ YES ☐ NO
Is the project on, or is it seeking transfer of Federal or State Land?	☐ YES ☒ NO
If yes to any of the above, describe the proposed acquisition below and attached figures depicting affects to the property(ies):	
B. Local Land Use:	
Is the project consistent with Federal, State and or Local land use plans?	☒ YES ☐ NO
If yes, identify land use plans and briefly describe how the project meets consistency. If no, please explain:	
Hartford Crossing Park is a 110+ acre municipally owned active recreational park, and is permanently preserved open space for both passive & active recreation under the NJDEP Green Acres Program. It is included on Medford's Recreation & Open Space Inventory(ROSI).	

C. Social and Economic:	
Describe the positive and negative social and economic effects of the project (if any) to the local aid communities, individual residents, and/or businesses: <i>For example, consider immediate and near future affects to local commuters, the elderly, the handicapped, other recreational users, churches, schools; and consider comments received from the public in Section IV below.</i>	
Hartford Crossing Park is located at the corner of two major arterial roadways and therefore is easily accessible for users. With 19 ballfields, the Park is heavily utilized for almost 10 months a year. On opposite corners are a regional high school and a State preserved farm that has a major agri-tourism business operation with a regional reach. Also, across from the park, over 600 age restricted (55+) homes are under construction. The location and proximity to these other institutions will have a positive social and economic benefit to Medford. The negative effect, if it could be determined to be negative, will be to insure the requisite maintenance and safety checks are completed.	
D. Archeological and Historical Resources:	
Are there National Register-listed or eligible sites in the project area?	☐ YES ☒ NO
Would the project affect any listed or eligible sites?	☐ YES ☒ NO
Are the effects of the project adverse to listed or eligible sites?	☐ YES ☒ NO
If yes to any of the above, briefly summarize below and attach the following: survey report, accompanying determinations and concurrences from State Historic Preservation Office, and any agreement for resolution of adverse effects.	
E. Fish & Wildlife	
Are there Threatened or Endangered species or their habitat present?	☐ YES ☒ NO
Are anadromous or resident fish populations present?	☐ YES ☒ NO
Are migratory bird habitat or raptor nest present?	☐ YES ☒ NO
Does the project affect wildlife resources (game/subsistence species)?	☐ YES ☒ NO
Will the project cross Essential Fish Habitat (EFH)?	☐ YES ☒ NO
For questions 2-5, are any permits required?	☐ YES ☒ NO
Describe the impacts and attach supporting documentation:	
F. Wetlands & Floodplains (See attached NJDEP approved General Wetlands Permit)	
Will the project area impact Wetlands? (If yes, complete questions 1-4)	☒ YES ☐ NO
1. Total wetland acres affected:	acres 1.04 + 0.211 acres of transition area
2. Total wetland fill quantities:	cubic yards None
3. Dredge quantities of wetland:	cubic yards None
4. US Army Corps of Engineers authorization required:	☒ NONE Type: ☐ NWP ☐ Individual ☐ Other
Does the project encroach onto the 100-year floodplain?	☐ YES ☒ NO
If yes, would the project increase the backwater elevation of the 100-year floodplain one foot or greater?	☐ YES ☒ NO
Is the project within a regulatory floodway?	☐ YES ☒ NO
If yes, does the project adversely affect the floodway?	☐ YES ☐ NO
Describe the impacts and attach supporting documentation:	
G. Water Bodies	
Does the project affect a navigable water body as defined by Section 9 of the Rivers and Harbor Act?	☐ YES ☒ NO
Does the project affect waters and navigable waters of the U.S. as defined by Section 404 of	☐ YES ☒ NO

the Clean Water Act and/or Section 10 of the Rivers and Harbors Act?	
Proposed river or stream involvement (check all that apply):	☒ Bridge ☐ Culvert ☐ Embankment Fill ☐ Relocation ☐ Diversion
Proposed river or stream involvement is:	☒ Permanent ☐ Temporary
Type of river or stream habitat impacted (check all that apply):	☐ Spawning ☐ Rearing ☐ Pool ☐ Riffle ☐ Undercut Bank
Describe the impacts and attach supporting documentation:	
H. New Jersey Coastal Management Program:	
Is the project within the New Jersey Coastal Management Program boundary?	☐ YES ☒ NO
Describe the impacts and attach supporting documentation:	
I. Water Quality:	
Does the project affect a public or private drinking source?	☐ YES ☒ NO
Does the project affect a designated impaired water body?	☐ YES ☒ NO
How many acres of ground disturbing activities will result from the project?	_____ acres
Is there a municipal separate storm sewer system (MS4) National Pollution Discharge Elimination System permit (NPDES) or will runoff be mixed with discharge from a NPDES permitted industrial facility?	☐ YES ☒ NO
If yes, provide NPDES permit number:	
Describe the impacts and attach supporting documentation:	
J. Hazardous Waste:	
Are hazardous wastes located within the project area?	☐ YES ☒ NO
Describe the impacts:	
Part IV: Public Involvement: <i>Describe how public involvement was solicited and attach copies of public notices, comments received, and the responses to comments.</i>	
This is a project that involves Medford's Environmental Affairs Advisory Committee. Medford also discussed the grant application and award at Council meetings, and issued a media release when the grant award was announced. This publicity helped us recruit volunteers for the project.	
Part V: Environmental Commitments and Mitigation Measures: <i>List commitments and measures that will be taken to avoid, minimize or mitigate all resource impacts identified in Section III, IV, and VI; and list all permit conditions. Environmental commitments are actions that the grantee will be held to during the project implementation.</i>	

Part VI: Motorized Project Questions: Complete this section only if you have motorized recreation as part of your project scope.

A. Air Quality:

Is the project area in a designated non-attainment or maintenance area for air quality? ☐ YES ☒ NO

If yes, is the project listed on the exempt projects list (40 CFR 93.126)? ☐ YES ☐ NO

B. Noise:

Is the project in an existing designated recreational land use area or park? ☒ YES ☐ NO

Is the project located near any residential areas, campgrounds, wildlife refuges, or wilderness areas? ☐ YES ☒ NO

If yes to any of the above, describe proximity to types of areas and describe noise impacts:

Because the trail area is heavily forested, noise impact will be negligible.

What types and numbers of mechanized vehicles do you anticipate on the trail daily and seasonally?

(Example: 30 OHVs/day from summer to fall)

Only maintenance vehicles will be allowed access to the trails.

Part VII: Applicant Certification:

I certify the information above was completed to the best of my knowledge to be accurate and correct:

Signature: Beth A. Portolucis Date: 8/31/16

Printed Name: BETH A. PORTOLUCIS Title: Dir. of Parks & Open Space

FOR OFFICIAL USE ONLY

State Trails Coordinator Certification:

Project qualifies as a Categorical Exclusion, per 23 CFR 771.117 and Stipulation 1 or 2 of the Programmatic Agreement between FHWA and NJDEP ☐ YES ☐ NO

Certified: _____ Date: _____
State Trails Coordinator

Federal Highway Administration Approval:

Accepted: _____ Date: _____
FHWA Recreational Trails Program Manager



STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF LAND USE REGULATION

Mail Code 501-02A, P.O. Box 420, Trenton, New Jersey 08625-0420
Telephone: (609) 777-0454 or Fax: (609) 777-3656
www.state.nj.us/dep/landuse

PERMIT



M-44-033

22

In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the limitations, terms and conditions listed below and on the attached pages. For the purpose of this document, "permit" means "approval, certification, registration, authorization, waiver, etc." Violation of any term, condition or limitation of this permit is a violation of the implementing rules and may subject the permittee to enforcement action.		Approval Date FEB 19 2015
		Expiration Date FEB 15 2020
Permit Number(s): 0320-15-0001.1 FWW150001	Type of Approval(s): FWGP17 trails/boardwalks	Enabling Statute(s): NJSA 13:9B FWPA NJSA 58:10A WQC
Permittee: Medford Township c/o Katherine Burger 17 N. Main Street Medford, NJ 08055		Site Location: Block(s) & Lot(s): [401, 2] Municipality: Medford Twp County: Burlington
Description of Authorized Activities: Construction of bike trails within mostly wooded wetland portions of Hartford Crossing Park not previously developed for athletic fields. Bike trails are limited to 6' in width and shall be located so as to avoid removal of trees. Approximate disturbance to intermediate resource value wetlands (standard 50 foot buffer width) is 1.04 acres and approximate disturbance to transition area is 0.211 acres. Some of the intended bike trails are already established walking trails, and some new segments shall be cleared and covered with a layer of woodchips. Authorized trail locations are as shown on two approved plan sheets (1 and 2 of 2) entitled, "Site Plan" and "Sections & Details," for "Hartford Crossing Bike Trail, Block 401, Lot 2, Medford Township, Burlington County, New Jersey." Both sheets are dated 10/24/2014, unrevised, and prepared by Dante Guzzi Engineering Associates (Dante Guzzi, P.E.). Project has been determined to be consistent with applicable Freshwater Wetlands Protection Act rules at N.J.A.C. 7:7A-4.3, 5.17 and 13.1. Authorization of a freshwater wetland permit also includes Department approval of a Water Quality Certificate pursuant to Section 401 of the federal Clean Water Act of 1977 (33 U.S.C. 1251 et seq.)		
Prepared by: <i>Bruce Stoneback</i>		Received and/or Recorded by County Clerk:
THIS PERMIT IS NOT EFFECTIVE AND NO CONSTRUCTION APPROVED BY THIS PERMIT, OR OTHER REGULATED ACTIVITY, MAY BE UNDERTAKEN UNTIL THE APPLICANT HAS SATISFIED ALL PRE-CONSTRUCTION CONDITIONS AS SET FORTH HEREIN.		
This permit is not valid unless authorizing signature appears on the last page.		

STANDARD CONDITIONS FOR FRESHWATER WETLAND GP's:

1. This authorization for a General Permit is valid for a term not to exceed 5 years from the date of issuance. Activities persisting beyond the 5 year limit will require approval of an extension or new permit. If the permit upon which this authorization is based is modified by rule to include more stringent standards during the 5 year term, or is not reissued, then applicant must demonstrate compliance with the newer adopted provisions, which may require applying for a new General Permit or an Individual Permit authorization.
2. Permittee shall submit written notification to NJDEP, Bureau of Coastal & Land Use Compliance and Enforcement at P.O. Box 422, East State Street, Trenton, NJ 08625-0422, at least seven (7) days prior to commencement of site activities.

STANDARD CONDITIONS:

1. **Responsibilities:**
 - a. The permittee, its contractors and subcontractors shall comply with all conditions of this permit, authorizing and/or supporting documents and approved plans and drawings.
 - b. A copy of this permit, other authorizing documents, records and information including all approved plans and drawings shall be maintained at the authorized site at all times and made available to Department representatives or their designated agents upon request.
2. **Permit modification:** Plans and specifications in the application and conditions imposed by this permit shall remain in full force and effect so long as the proposed development or any portion thereof is in existence, unless modified by the Department. No change in plans or specifications upon which this permit is issued shall be made except with the prior written permission of the Department. The filing of a request to modify an issued permit by the permittee, or a notification of planned changes or anticipated noncompliance does not stay any condition of this permit.
3. **Duty to minimize environmental impacts:** The permittee shall take all reasonable steps to prevent, minimize or correct any adverse impact on the environment resulting from activities conducted pursuant to the permit, or from noncompliance with the permit. The permittee shall immediately inform the Department of any unanticipated adverse effects on the environment not described in the application or in the conditions of this permit. The Department may, upon discovery of such unanticipated adverse effects, and upon the failure of the permittee to submit a report thereon, notify the permittee of its intent to suspend the permit.
4. **Proper site maintenance:** While the regulated activities are being undertaken, neither the permittee, its contractors nor subcontractors shall cause or permit any unreasonable interference with the free flow of a regulated feature by placing or dumping any materials, equipment, debris or structures within or adjacent to the regulated area. Upon completion or abandonment of the work, the permittee, its contractors or subcontractors shall remove and dispose of in a lawful manner all excess materials, debris, equipment,

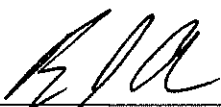
silt fences and other temporary soil erosion and sediment control devices from all regulated areas. Only clean non-toxic fill shall be used where necessary.

5. **Sediment control:** Development which requires soil disturbance, creation of drainage structures, or changes in natural contours shall conduct operations in accordance with the latest revised version of "Standards for Soil Erosion Sediment Control in New Jersey," promulgated by the New Jersey State Soil Conservation Committee, pursuant to the Soil Erosion and Sediment Control Act of 1975, N.J.S.A. 4:24-42 et seq. and N.J.A.C. 2:90-1.3-1.14.
6. **Rights of the State:**
 - a. This permit does not convey any property rights of any sort, or any exclusive privilege.
 - b. Upon notification and presentation of credentials, the permittee shall allow Department representatives or their designated agents, to enter upon the project site and/or where records must be kept under the conditions of this permit, inspect at reasonable times any facilities, equipment, practices or operations regulated or required under the permit, and sample or monitor for the purposes of determining compliance. Failure to allow reasonable access shall be considered a violation of this permit and subject the permittee to enforcement action.
 - c. The issuance of this permit shall in no way expose the State of New Jersey or the Department to liability for the sufficiency or correctness of the design of any construction, structure or structures. Neither the State nor the Department shall, in any way, be liable for the loss of life or property which may occur by virtue of the activity of development resulting from any permit.
7. **Duty to Reapply:** If the permittee wishes to continue an activity covered by the permit after the expiration date of the permit authorization, the permittee must apply for and obtain a new permit authorization.
8. **Transfer of Permit:** This permit may not be transferable to any person unless the transfer is approved by the Department. Please refer to the applicable rules for more information.
9. **Other Approvals:** The permittee must obtain any and all other Federal, State and/or Local approvals. Authorization to undertake a regulated activity under this permit does not indicate that the activity also meets the requirements of any other rule, plan or ordinance.
10. **Noncompliance:**
 - a. Any noncompliance with this permit constitutes a violation, and is grounds for enforcement action, as well as modification, suspension and/or termination of the permit.

- b. The permittee shall immediately report to the Department by telephone at (877) 927-6337 any noncompliance that may endanger health or the environment. In addition, the permittee shall report all noncompliance to Bureau of Coastal and Land Use Compliance and Enforcement, 401 E. State Street, 4th Floor, P.O. Box 420, Mail Code: 401-04C, Trenton, NJ 08625, in writing within five business days of the time the permittee becomes aware of the noncompliance. The written notice shall include: a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and, if the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and steps taken or planned to reduce, eliminate and prevent recurrence of the noncompliance. Such notice shall not, however, serve as a defense to enforcement action if the project is found to be in violation of this chapter.
11. **Appeal of Permit:** In accordance with the applicable regulations, any person who is aggrieved by this decision or any of the conditions of this permit may request a hearing within 30 days after notice of the decision is published in the DEP Bulletin. This request must include a completed copy of the Administrative Hearing Request Checklist. The DEP Bulletin is available through the Department's website at <http://www.nj.gov/dep/bulletin> and the Checklist is available through the Division's website at http://www.nj.gov/dep/landuse/download/lur_024.pdf. In addition to your hearing request, you may file a request with the Office of Dispute Resolution to engage in alternative dispute resolution. Please see the website www.nj.gov/dep/odr for more information about this process.

If you need clarification on any section of this permit or conditions, please contact the Division of Land Use Regulation's Technical Support Call Center at (609) 777-0454.

Approved By:



Ryan J. Anderson, Supervisor
Division of Land Use Regulation

2/19/15

Date

- c: Municipal Clerk
Municipal Construction Official
Dante Guzzi, P.E.

Beth Portocalis

From: DEP Trails <Trails@dep.nj.gov>
Sent: Monday, March 28, 2016 11:09 AM
To: DEP Trails
Subject: FW: 2015 Recreational Trails Program Grant - Information on Start Dates
Attachments: BUDGET ITEMIZATION.xlsx; PROGRAM REQUIREMENTS.pdf; NEPA_NHPA Compliance Certification Form.pdf; RTP NEPA Environmental Evaluation Form.pdf

Importance: High

Trails Partners:

While the Recreational Trails Program normally requires that an applicant enter into a project agreement prior to the start of project work, our policy does allow us to authorize an applicant to proceed with construction at its own risk for good cause shown.

If you have already submitted the documentation requested in the email below and would like to begin working on the project as soon as possible, please reply to this email and request an "at-risk" letter. **The project start date will be the date of the letter and you will have two years from that date to complete the project.** Please be advised that any planning or feasibility studies are eligible for reimbursement up to 18 months prior to this start date.

The requested information needed for the project agreement (NEPA form and a project budget) must be received and reviewed before an applicant will receive approval for an at-risk letter to begin project work.

If you have any questions, please feel free to reach out to me at any time.

Thank you!

Brandee Chapman

State Trails Coordinator, Recreational Trails Program
New Jersey Department of Environmental Protection
P.O. Box 420, Mail Code 501-01
Trenton, New Jersey 08625-0420
Phone: (609) 984-0500
Fax: (609) 984-0608
Web: www.trails.nj.gov

For overnight packages please use street address:
501 East State St., 1st Floor

Please consider the environment before printing this email.

From: DEP Trails
Sent: Tuesday, February 16, 2016 10:27 AM
To: DEP Trails <Trails@dep.nj.gov>
Subject: 2015 Recreational Trails Program Grant
Importance: High

Dear Trails Partner:

Congratulations on your successful 2015 Recreational Trails Program grant application! This email will detail the next steps you need to complete.

1. Program Requirements

Please review the attached Program Requirements in entirety. A few key items to note: work periods are for **two years**, with no extensions; there is an **indirect cost cap of 15%** of the total project cost; and signage or brochures **must** give recognition that the project was "funded by the Federal Highway Administration's Recreational Trails Program through the Department of Environmental Protection". Also, please note that final payments will be held until the final inspection report is completed, verifying that all project deliverables have been met.

2. NEPA/NHPA Compliance

If the project site is on or near a site that is listed on the National or State Registers of Historic Places, your project is subject to review by the State Historic Preservation Office under Section 106 of the National Historic Preservation Act (NHPA), as well as the National Environmental Policy Act (NEPA). If you have not already done so, please see the Historic Preservation Office's website at <http://www.state.nj.us/dep/hpo/> to start the process, and forward their comments to this office once the process is completed.

In accordance with NEPA/NHPA requirements, if your project activities fall entirely under the pre-approved categorical exclusions, and does **not** involve any of the activities listed under stipulation 3 contained in the **NEPA/NHPA Compliance Certification form**, please sign and return that form. However, if your project could not be considered a categorical exclusion because it includes any of the activities listed in Stipulation 3, you must complete the **RTP NEPA Environmental Evaluation Form**, also attached. **One of these two forms must be completed and returned to this office.**

3. Project Budget

Please complete the attached budget itemization form, detailing the eligible program costs for which you will be requesting reimbursement. Be very specific and do not use "miscellaneous" for any expenses. Please also detail the source(s) for the required 20% match. **The total project cost should equal the grant amount and required 20% match only.**

Please send to this office copies of any required permits, Section 106 comments from the State Historic Preservation Office, easements or leases for non-public property, and any resolutions that pertain to the project.

If you have questions, please feel free to contact me at any time.

Thank you!

Brandee Chapman

State Trails Coordinator, Recreational Trails Program
New Jersey Department of Environmental Protection
P.O. Box 420, Mail Code 501-01
Trenton, New Jersey 08625-0420
Phone: (609) 984-0500
Fax: (609) 984-0608
Web: www.trails.nj.gov

For overnight packages please use street address:
501 East State St., 1st Floor

Please consider the environment before printing this email.

PROGRAM REQUIREMENTS

The Grantee shall comply with the requirements set forth below, as well as any rules and regulations promulgated pursuant to the program's enabling legislation, if any, Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) P.L. 109-59, 23 USC 104,206. Listed below are specific requirements, including special conditions, of the program and the project covered by this agreement.

Permissible Uses and Projects:

1. Permissible uses include:
 - a) Maintenance and restoration of existing recreational trails;
 - b) Development and rehabilitation of trailside and trailhead facilities and trail linkages for recreational trails;
 - c) Purchase and lease of recreational trail construction and maintenance equipment;
 - d) Construction of new recreational trails in existing parks or in new rights-of-way; and
 - e) For motorized use only, acquisition of easement and fee simple title to property for recreational trails. Land acquisition will only be considered if trails to be constructed will total five miles or more.
 - i. All requests for funding to acquire land for motorized use must comply with requirements of the Federal Highway Administration regarding appraisals, environmental impacts, public involvement and settlement. These requirements are included in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Implementing regulations are found in 49 CFR Part 24; <http://www.fhwa.dot.gov/realestate/ua/index.htm>
 - ii. A permanent easement held by a governmental agency, allowing recreational use, must be placed on all lands acquired with Recreational Trails Program funding.
 - iii. All acquisitions of any kind of interest in property must be from a willing landowner or seller. Condemnation is prohibited under the federal legislation.
 - iv. Eligible acquisition costs include those for appraisals, surveys and land value.
 - v. A plan of the site must be prepared before development funds are expended. The plan must include information on the number, use, and location of trails, location and type of trailside and trailhead facilities, sensitive resource protection measures, management of the site and enforcement of uses and activities.
2. Trailside or trailhead facilities may include parking, signage, shelters and water, sanitary and disabled access facilities.

3. According to the Federal Highway Administration, a recreational trail is defined as a thoroughfare or track across land or snow, used for recreational purposes such as: pedestrian activities, including wheelchair use; skating or skateboarding; equestrian activities, including carriage driving; non-motorized snow trail activities, including skiing; bicycling or use of other human-powered vehicles; aquatic or water activities; and motorized vehicular activities, including all-terrain vehicle riding, motorcycling, snowmobiling, use of off-road light trucks, or use of other off-road motorized vehicles. The terms "thoroughfare" or "track" exclude roads generally accessible by low clearance passenger vehicles, but include high-clearance primitive roads. Any one of these uses or combination of uses is eligible for funding.
4. Planning studies, environmental assessments, engineering studies, and costs of permit applications are eligible expenses if they are part of a proposal that is primarily for trail construction or restoration, or development of trailside/trailhead facilities. No more than 15% of the total funded project cost can be for planning and trail feasibility study expenses.
5. Equipment may be purchased with grant funds, and if approved, must be adequately safeguarded and used solely for authorized purposes. Records must be maintained that include a description of the equipment, a serial number or other identification number, name of title holder, the acquisition date and cost of the property, location, use, and condition of the equipment.

Uses and Projects Not Eligible for Funding:

1. The Recreational Trails Program legislation prohibits using RTP funds for condemnation of any interest in real property. Also, it is not permissible to use the value of condemned land toward the match requirement.
2. Trail feasibility studies alone are not permitted on a project.
3. Funding will not be provided for law enforcement personnel or activities.
4. Projects will not be approved on railroad rights-of-way on which the railroad tracks are in place, if trail users will traverse on or between the railroad tracks, except for providing a railroad crossing in coordination with the railroad owners, operator, and Department of Transportation. However, projects may be located within a railroad right-of-way if trail users will not travel on or between the tracks and if adequate safety measures are implemented in coordination with the railroad owner, operator, and Department of Transportation.
5. Conversion of non-motorized trails to motorized use, or to facilitate motorized use will not be considered for funding.
6. Projects that include improvements to roads, road shoulders, or sidewalks are not eligible for funding.
7. The purchase of caps, t-shirts, sweat-shirts, jackets, patches, pins, pens, stickers, license plates, flashlights, and other such items for the purpose of promotion is not eligible for funding. Such items cannot be used for meeting the required 20% match.

Financial Requirements:

1. Applicants are reimbursed for expenses incurred. Partial reimbursements can be made with submission of proof of expenditure. The minimum partial reimbursement amount is \$500 for non-state agency grant recipients. Several receipts can be combined to meet the \$500 minimum. If planning and design studies are to be funded as part of the grant, reimbursement for studies will not be made until the entire project is completed.
2. "Indirect" costs including professional services, site design, engineering, supervision, legal fees, advertising, permit fees, preliminary planning or engineering, historic research, professional advice, estimates, reports, services or studies and other incidental costs related to the project construction are eligible for funding up to the established cap of 15% of the total construction costs. If any indirect costs are to be funded as part of the grant (meaning they are included in the initial request and there are sufficient funds available) reimbursement of such, if eligible, will not be made until the entire project is completed.
3. Funding cannot be used to reimburse expenses for projects started before final approval is received from DEP and the Federal Highway Administration. However, planning and environmental assessment costs (up to 15% of the total project cost) incurred less than 18 months prior to project approval may be counted toward the non-Federal (matching) share.
4. Grantees will use their own procurement procedures that reflect applicable state and local laws and regulations; the Buy America program will apply to steel and iron used in a construction project. Records on procurement will include, but not necessarily be limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
5. All grantees must maintain records that adequately identify the source and application of funds provided for projects. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and sub-grant award documents, etc. All required records must be retained for three years after grantees receive final payments and all other pending matters are closed.
6. Any grantee funded by the federal government is subject to the single-audit provisions of the Single Audit Act of 1984, P.L. 98-502. Pursuant to State Circular Letter 04-04-OMB, www.nj.gov/infobank/circular/cir0404b.htm the State of New Jersey has adopted by reference the standards and provisions of the Audit Act and the federal OMB Circulars. If the grantee expends a total of \$500,000 or more in federal or state financial assistance in the grantee's fiscal year, the grantee must have a single audit performed. Grantees that expend less than \$500,000, but expend \$100,000 or more in state and/or federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with the Audit Act, Amendments, OMB Circular A-133 Revised and State policy.
7. General requirements for matching funds:
 - a) Applicants must provide a minimum 20% match of the total project cost. A grant would be a maximum of 80% of the total project cost. For example, if the maximum grant award of \$24,000 is being requested, the 20% match would equal \$6,000 for a total

project cost of \$30,000. The match can be in the form of cash or the fair market value of labor or materials.

- b) Labor can be contributed by volunteers, staff salaries, or the value of contracted labor, including the value of labor contracted to develop site plans and apply for permits.
- c) For in-kind services of labor or materials, the applicant will be required to provide documentation on the value of those services, such as copies of bills, receipts or invoices, for the project funded, and how that value was derived.
- d) Volunteer services will be valued at wage rates consistent with those ordinarily paid for similar work in the grantees' organizations, or for similar work in the same labor market. A reasonable amount for fringe benefits may be included in the valuation. To the extent feasible, volunteer services will be supported by the same methods that the grantee uses to support the allocation of regular personnel costs.
- e) Donated supplies will be valued at the market value of the supplies at the time of donation.
- f) The value of land within a previously established park (land trust, preserve, etc.) may not be used as credit for the match. Also, a public agency may not use the value of land transferred from the administration of one agency to another agency to meet the minimum match.

8. Match using other federal funds:

- a) Federal agency project sponsor. Notwithstanding any other provision of law, a federal agency that sponsors a project may contribute additional federal funds toward the cost of a project, except that:
 - i. The share attributable to the trails grant may not exceed 80 percent of the cost of a project; and
 - ii. The share attributable to the trail project and the federal agency may not exceed 95% of the cost of a project.
- b) Any funds or the fair market value of any materials or services may be provided by a federal project sponsor and shall be credited to the federal agency's share.
- c) Use of funds from federal programs to provide non-federal share. Notwithstanding any other provision of law, the non-federal share of the cost of the project may include amounts made available by the federal government under any federal program that are:
 - i. Expended in accordance with the requirements of the federal program relating to activities funded and populations served; and
 - ii. Expended on a project eligible for assistance under the Recreational Trails Program.

General Program Requirements:

1. Approved projects must begin within one year of the approval date. A project may be considered to begin with pre-construction work such as obtaining permits and performing planning and engineering studies, as well as construction work. If a project is not completed within one year of notification of funding grantees will be expected to complete project status reports which will be forwarded to grantees at the appropriate time. **Projects must be completed within two years of the work period effective date as defined in Section I of the General Terms and Conditions of this agreement.**
2. Grantees may be permitted to make changes in the approved project to meet unanticipated circumstances. **Changes to the project must receive prior approval from DEP.**
3. If for any reason the recipient of funding must terminate the project, the recipient must notify DEP in writing, explaining the reason for termination. If partial funding has been given for a project before termination, the grant recipient will be required to reimburse DEP for the amount of funding received.
4. An application to construct a new trail on land that is not in an existing park or privately owned land already available for public use requires a resolution from the governing body stating that it supports such a proposal and that the governing body will abide by the requirements of the program.
5. **The facility must be open to the general public; it cannot be made exclusive to club members, municipal residents, or any limited group.** It may be appropriate for club members to receive a discount since a portion of their membership may be counted toward use of the area, but the price differential should not be set so high as to restrict general public access.
6. Grantees may charge fees for use of project areas as long as the fee is used to meet the operating costs of the project. Development of for-profit facilities may not receive funding. **If the Grantee chooses to require a fee for their facility, the fee must be reasonable and not set so high as to restrict general public access.** Please note that according to the New Jersey Landowner Liability Act, N.J.S.A. 2A:42A-2, a landowner's liability is **not** limited "for injury suffered in any case where permission to engage in sport or recreational activity on the premises was granted for a consideration other than the consideration, if any, paid to said landowner by the State."
7. Trailhead and interpretive signs, printed brochures, guides or booklets funded through this grant program must give recognition that the project was funded by the Federal Highway Administration's Recreational Trails Program, through the New Jersey Department of Environmental Protection.
8. The Grantee must obtain all required permits prior to construction. **Copies of approved permits must be sent to the Green Acres Program before construction begins.**

9. A project may be denied if it is found to negatively impact an endangered and threatened species habitat. Therefore, applicants should determine and state in their application whether protected status species have been documented within the project area, and what measures will be taken to avoid adverse impact.
10. A project may be denied if the applicant has not completed previously awarded grants by the specified project completion date or by an extended date approved by the Green Acres Program.
11. Before submitting an application, applicants must determine if the project site is on, in or next to a site on the National or State Registers of Historic Places. Information on listed sites is available from county Cultural and Heritage Commissions, county historical societies, and the New Jersey Historic Preservation Office (HPO). If the project is selected for funding and is on, in or next to a registered site, the project will be subject to review by the New Jersey Historic Preservation Office. **Any construction cannot begin until receiving authorization from the HPO. Copies of the authorization must be supplied to the Green Acres Program.**
12. If the applicant is not the owner of the land, then the applicant shall provide DEP with written assurances from the owner that the owner of the property will cooperate with the applicant and DEP and participate as necessary in the activities to be conducted.
13. Under the Recreational Trails Program legislation, use of Youth Corps participants is encouraged. These programs provide low cost labor for various types of work projects, while providing youth with job skills. In New Jersey, contact:

New Jersey Youth Corps
1 John Fitch Plaza
P.O. Box 055
Trenton, New Jersey 08625-0055
609-633-6438

14. All grantees must comply with state and federal laws prohibiting discrimination based on race, color, national origin, handicap, or age. Failure to comply with these laws may result in the termination of the grant as the DEP deems appropriate.
15. In general, standards for construction of bicycle paths included in the American Association of State Highway and Transportation Officials' (AASHTO) Guide for the Development of Bicycle Facilities, 1999 are recommended for construction of new facilities (see below). However, these may not necessarily apply to mountain bike or multiuse trails. Maximum path width in wetlands or wetland buffers must comply with rules of the New Jersey Land Use Regulation Program, which may require a narrower maximum width.
16. Every submission with a reimbursement request must include the expenditure report contained within **Attachment C** of this agreement, proof of payment provided from a financial institution, and complete vendor invoices with expenses clearly defined and identifiable within the Approved Project Budget (**Attachment B** of this agreement). All invoices must be paid in full to be considered for reimbursement; advanced payments will not be made.

17. **National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA)**

Pursuant to NEPA and NHPA all projects must abide by the requirements therein unless the project qualifies as one of the categorical exclusions (CE) listed under **Stipulations 1 or 2** below and does not cause any impacts as listed in **Stipulation 3** detailed below:

a) **Stipulation 1 – Categorical Exclusions to both NEPA and NHPA requirements**

It is understood that by the nature of the activities listed below, there are no noise, air quality, sole source aquifer, historic properties, wetlands, and endangered species or right-of-way issues. The following nine activities may be designated as CEs pursuant to the NEPA without further approval or documentation, provided they do not cause any impacts listed in Stipulation 3 herein.

It is also understood that by the nature of these activities, the following nine activities will have very little or no effect on cultural resources, and therefore do not require coordination of SHPO consultation pursuant to Section 106 of the NHPA, provided they do not cause any impacts listed in Stipulation 3 herein.

Based on the above, FHWA is pre-approving all Recreational Trails projects meeting the pre-defined set of nine conditions below pursuant to the NEPA and the NHPA:

- i. Trail planning and design work
- ii. Purchase of trail maintenance equipment, materials, and supplies (i.e., mowers, tractors, shovels, hammers, etc.);
- iii. renovation/restoration of trail and access;
- iv. re-grading of trail and/or parking;
- v. striping/restriping;
- vi. debris removal;
- vii. educational materials;
- viii. connector trails within boundaries of existing property;
- ix. In-kind repair of signs, kiosks, markers, bridges, fences, guardrails, retaining walls and berms.

b) **Stipulation 2 – Categorical Exclusions to NEPA requirements**

It is understood that by the nature of these activities, there are no noise, air quality, sole source aquifer, wetlands, and endangered species or right-of-way issues. The following eight activities may also be designated as CEs under this agreement pursuant to the NEPA without further approval or documentation, provided they do not cause any impacts listed in Stipulation 3 herein.

It is understood, however, that if any of the following eight activities listed below occurs in/on/or next to a historic property, coordination with the SHPO for Section 106 consultation of the NHPA must occur prior to authorization. The FHWA, therefore, is pre-approving all Recreational Trails Program projects meeting the pre-defined set of eight conditions below pursuant to NEPA requirements only:

- i. bridge rehabilitation/replacement;
- ii. signage, kiosks, and markers replacement/installation;
- iii. upgrading the trail and or parking lot from dirt to stone/woodchips, or stone/woodchips to asphalt/concrete;
- iv. fencing, guardrails, retaining walls, berms replacement/installation;
- v. drainage;
- vi. landscaping;
- vii. Compliance under the Americans with Disabilities Act (ADA) including the following:
 - a. ramps;
 - b. railing;
 - c. re-surfacing (to asphalt or boardwalk);
 - d. parking and trail access;
 - e. signage;
 - f. port-a-potties;
- viii. permanent installation of ancillary facilities including the following:
 - a. port-a-potties;
 - b. bike racks;
 - c. lighting;
 - d. benches;
 - e. trash receptacles;
 - f. course design features (e.g. jumps, water hazards, par course equipment, picnic benches).

c) Stipulation 3 - Exemptions to Categorical Exclusions

A proposed project **must** be individually approved by the Federal Highway Administration pursuant to NEPA and NHPA when a project requires/involves any of the following eight items:

- i. acquisition of property;
- ii. new trail on new alignment;
- iii. adverse-effect finding from SHPO;
- iv. environmental permits;
- v. new bridge construction;
- vi. endangered species;
- vii. hazardous materials;
- viii. air quality conformity impacts.

If the proposed project qualifies as a categorical exemption, applicant must certify to this fact with the NEPA/NHPA Certification form as supplied by the Grantor. If the project scope falls outside of the preapproved categorical exclusions or the project scope is consistent with any of the exemptions listed under Stipulation 3 above, the Grantee must complete a Categorical Exclusion request form for individual project approval by FHWA, which could take up to 90 days.

National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) Compliance Certification Form

The Grantee shall not begin any implementation work until the required environmental review process, if applicable, is completed in compliance with the National Environmental Policy Act (NEPA), 42 United States Code 4321, et seq., its implementing regulations 40 CFR Part 1500-1508, and other applicable federal agency NEPA requirements. Further, the Grantee shall not begin any implementation work under this Agreement until compliance with the Endangered Species Act, 16 USC 1531, et seq., and the National Historic Preservation Act, 16 USC 470 et seq., if applicable, is completed. Pursuant to NEPA and NHPA all projects must abide by the requirements therein unless the project qualifies as one of the categorical exclusions (CE) listed under **Stipulations 1 or 2** below and does not cause any impacts as listed in **Stipulation 3** detailed below:

a) Stipulation 1 – Categorical Exclusions to both NEPA and NHPA requirements

It is understood that by the nature of the activities listed below, there are no noise, air quality, sole source aquifer, historic properties, wetlands, and endangered species or right-of-way issues. The following nine activities may be designated as CEs pursuant to the NEPA without further approval or documentation, provided they do not cause any impacts listed in Stipulation 3 herein.

It is also understood that by the nature of these activities, the following nine activities will have very little or no effect on cultural resources, and therefore do not require coordination of SHPO consultation pursuant to Section 106 of the NHPA, provided they do not cause any impacts listed in Stipulation 3 herein.

Based on the above, FHWA is pre-approving all Recreational Trails projects meeting the pre-defined set of nine conditions below pursuant to the NEPA and the NHPA:

- i. Trail planning and design work
- ii. Purchase of trail maintenance equipment, materials, and supplies (i.e., mowers, tractors, shovels, hammers, etc.);
- iii. renovation/restoration of trail and access;
- iv. re-grading of trail and/or parking;
- v. striping/restriping;
- vi. debris removal;
- vii. educational materials;
- viii. connector trails within boundaries of existing property;
- ix. "In-kind" repair of signs, kiosks, markers, bridges, fences, guardrails, retaining walls and berms.

b) Stipulation 2 – Categorical Exclusions to NEPA requirements

It is understood that by the nature of these activities, there are no noise, air quality, sole source aquifer, wetlands, and endangered species or right-of-way issues. The following eight activities may also be designated as CEs under this agreement pursuant to the NEPA without further approval or documentation, provided they do not cause any impacts listed in Stipulation 3 herein.

It is understood, however, that if any of the following eight activities listed below occurs in/on/or next to a historic property, coordination with the SHPO for Section 106 consultation of the NHPA must occur prior to authorization.

The FHWA, therefore, is pre-approving all Recreational Trails Program projects meeting the pre-defined set of eight conditions below pursuant to NEPA requirements only:

- i. bridge rehabilitation/replacement;
- ii. signage, kiosks, and markers replacement/installation;

- iii. upgrading the trail and or parking lot from dirt to stone/woodchips, or stone/woodchips to asphalt/concrete;
- iv. fencing, guardrails, retaining walls, berms replacement/installation;
- v. drainage;
- vi. landscaping;
- vii. Compliance under the Americans with Disabilities Act (ADA) including the following:
 - a. ramps;
 - b. railing;
 - c. re-surfacing (to asphalt or boardwalk);
 - d. parking and trail access;
 - e. signage;
 - f. port-a-potties;
- viii. permanent installation of ancillary facilities including the following:
 - a. port-a-potties;
 - b. bike racks;
 - c. lighting;
 - d. benches;
 - e. trash receptacles;
 - f. course design features (jumps, water hazards, par course equipment, picnic benches).

c) **Stipulation 3 - Exemptions to Categorical Exclusions**

A proposed project **must** be individually approved by the Federal Highway Administration pursuant to NEPA and NHPA when a project requires/involves any of the following eight items:

- i. acquisition of property;
- ii. new trail on new alignment;
- iii. adverse-effect finding from SHPO;
- iv. environmental permits;
- v. new bridge construction;
- vi. endangered species;
- vii. hazardous materials;
- viii. air quality conformity impacts.

If the project will involve any of the items listed in Stipulation 3 above, the project cannot commence until approved by FHWA. Please complete and submit an Environmental Evaluation form – do not sign below.

CERTIFICATION:

The Grantee hereby certifies that the proposed project can be designated as a categorical exclusion described in Stipulation 1 or Stipulation 2 above, and **does NOT involve any of the items listed in Stipulation 3.**

Signature: _____

Print Name: _____

Title: _____ Date: _____



State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF THE COMMISSIONER

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

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BOB MARTIN
Commissioner

February 3, 2016

The Honorable Jeff Beenstock
Mayor, Township of Medford
17 North Main Street
Medford, NJ 08055

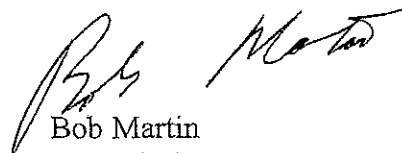
Dear Mayor Beenstock,

Congratulations! I am pleased to inform you that the Department of Environmental Protection and the Federal Highway Administration have approved the Township of Medford's Recreational Trails Program grant application. The matching grant award of \$24,000.00 will be used to provide funding for the Hartford Crossing Bike Trails project. This approval will be final once the project agreement is fully executed.

The development, improvement, and maintenance of recreational trails help to promote the public's enjoyment and appreciation of the outdoors. Recreational trails also provide for the health, inspiration and education of the people of New Jersey. This project represents a significant step toward achieving these goals. Please be advised that proceeding with the project in absence of an executed contract is at your own risk. Program staff will be sending the project agreement shortly.

Recreational Trails Program staff will contact you directly and provide further information, including a project agreement, to guide you through this project. We look forward to working with Medford Township toward the successful completion of this important project.

Sincerely,


Bob Martin
Commissioner

Cc: Beth Portocalis, Director of Open Space and Parks