



New Jersey
NATURAL LANDS TRUST

AGENDA

NATURAL LANDS TRUST MEETING

October 3, 2014

Location: Office of Natural Lands Management

501 E. State Street, 5 Station Plaza, 4th Floor

Trenton, NJ

12:00 PM

I. Statement of Open Public Meetings Act

II. General Public Comment

III. Financial Report

-First and Second Quarter 2014 Financial Reports, for decision

IV. Minutes of March 28, 2014 meeting, for decision

V. Unfinished Business

-Petty's Island, Pennsauken Township, Camden County, status update including renewal of educational programming contract with New Jersey Audubon Society

-Delaware Bay Migratory Shorebird Fund Subcommittee Report (no enclosure)

VI. New Business

-Delaware Bay Migratory Shorebird Project 2015 Budget Request by Endangered and Nongame Species Program, for decision (no enclosure, budget to be provided at meeting)

-Paulinskill River Greenway Conservation Easement Management Fund Expenditure, Andover, Hampton, Lafayette and Newton, Sussex County, for decision

-Endangered and Nongame Species Program Memorandum of Understanding, for decision

-Office of Natural Lands Management Memorandum of Understanding, for decision

-Revisions to Guidelines for Conveyance of Land, for decision

-Burlington Island-Burlington City/GA Land Management Assignment Offer, Burlington City, Burlington County, for decision

-Final 2013 Annual Report, <http://njnlt.org/reports.htm>, for discussion (no enclosure)

VII. Adjourn

THE NEW JERSEY NATURAL LANDS TRUST
STATEMENT OF FINANCIAL POSITION
MARCH 31, 2014

(See Accountant's Review Report)

	Fixed Asset Fund	General Fund	Hyponex	Petty's Island	Petty's Island Cultural	Shorebird	Wetlands Acquisition	Wetlands Mitigation	TOTAL
ASSETS									
Current Assets									
Cash and Cash Equivalents	\$ -	\$ 429,906	\$ 8,989	\$ 339,196	\$ 301,082	\$ 5,639	\$ 15,550	\$ 1,815,586	\$ 2,915,948
Tenants Escrow	-	3,032	-	-	-	-	-	-	3,032
Accrued Interest Receivable	-	10,388	501	1,838	1,022	-	-	45,904	59,653
Total Current Assets	-	443,326	9,490	341,034	302,104	5,639	15,550	1,861,490	2,978,633
Fixed Assets									
Land	38,079,629	-	-	-	-	-	-	-	38,079,629
Equipment	2,364	-	-	-	-	-	-	-	2,364
Vehicles	15,544	-	-	-	-	-	-	-	15,544
Accumulated Depreciation	(17,908)	-	-	-	-	-	-	-	(17,908)
Total Fixed Assets	38,079,629	-	-	-	-	-	-	-	38,079,629
Other Assets									
Investments-Long Term (FMV)	-	1,519,316	130,742	433,460	808,597	278,436	-	6,838,448	10,008,999
Due From Related Fund	-	444	-	-	-	-	-	-	444
Total Other Assets	-	1,519,760	130,742	433,460	808,597	278,436	-	6,838,448	10,009,443
TOTAL ASSETS	\$38,079,629	\$ 1,963,086	\$ 140,232	\$ 774,494	\$ 1,110,701	\$ 284,075	\$ 15,550	\$ 8,699,938	\$ 51,067,705
LIABILITIES & NET ASSETS									
Liabilities									
Due To Related Fund	\$ -	\$ -	\$ -	\$ 444	\$ -	\$ -	\$ -	\$ -	\$ 444
Security Deposits Payable	-	2,792	-	-	-	-	-	-	2,792
Total Liabilities	-	2,792	-	444	-	-	-	-	3,236
Net Assets									
Unrestricted	-	2,016,792	-	-	-	-	-	-	2,016,792
Permanently Restricted	38,079,629	-	-	-	-	-	-	-	38,079,629
Temporarily Restricted	-	-	134,174	802,224	1,119,932	298,148	15,550	8,768,668	11,138,696
Unrealized Gain/Loss	-	(56,498)	6,058	(28,174)	(9,231)	(14,073)	-	(68,730)	(170,648)
Total Net Assets	38,079,629	1,960,294	140,232	774,050	1,110,701	284,075	15,550	8,699,938	51,064,469
TOTAL LIABILITIES & NET ASSETS	\$38,079,629	\$ 1,963,086	\$ 140,232	\$ 774,494	\$ 1,110,701	\$ 284,075	\$ 15,550	\$ 8,699,938	\$ 51,067,705

The accompanying notes are an integral part of the financial statements.

THE NEW JERSEY NATURAL LANDS TRUST
STATEMENT OF ACTIVITIES AND NET ASSETS
FOR THE THREE MONTH PERIOD ENDED MARCH 31, 2014

Statement 2

(See Accountant's Review Report)

	Trust Funds							TOTAL	
	Fixed Asset Fund	General Fund	Hyponex	Petty's Island	Petty's Island Cultural	Shorebird	Wetlands Acquisition		Wetlands Mitigation
Revenue (Restricted)									
Contribution Income	\$ -	\$ 22,548	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ 147,548
Expense									
Materials and Supplies	\$ -	\$ 826	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 826
Services	-	1,433	-	-	-	-	-	-	1,433
Maintenance	-	1,700	-	-	-	-	-	-	1,700
Annual Report	-	-	-	-	-	-	-	-	-
Capital	-	-	-	-	-	-	-	-	-
Educational Programming	-	-	-	16,203	-	-	-	-	16,203
Other Authorized Expenditures	-	-	-	-	-	-	-	-	-
Depreciation Expense	-	-	-	-	-	-	-	-	-
Total Expenses	\$ -	\$ 3,959	\$ -	\$ 16,203	\$ -	\$ -	\$ -	\$ -	\$ 20,162
Other Income									
Rent Income	-	7,950	-	-	-	-	-	-	7,950
Interest/Dividend Income	-	5,736	473	3,627	7,423	1,664	-	30,097	49,020
Miscellaneous Income	-	10,150	-	-	-	-	-	-	10,150
Gain or Loss on Sale	-	-	-	-	-	-	-	-	-
Total Other Income	\$ -	\$ 23,836	\$ 473	\$ 3,627	\$ 7,423	\$ 1,664	\$ -	\$ 30,097	\$ 67,120
Excess Revenues Over Expenses	\$ -	\$ 42,425	\$ 473	\$ 112,424	\$ 7,423	\$ 1,664	\$ -	\$ 30,097	\$ 194,506
Net Asset Balance Dec 31, 2013	\$ 38,079,629	\$ 1,918,612	\$ 140,090	\$ 663,903	\$ 1,109,018	\$ 281,142	\$ 15,550	\$ 8,680,024	\$ 50,887,968
Land Acquisition	-	-	-	-	-	-	-	-	-
Unrealized Loss/Gain	-	(743)	(331)	(2,277)	(5,740)	1,269	-	(10,183)	(18,005)
Adjustment for Prior Period	-	-	-	-	-	-	-	-	-
Net Asset Balance Mar 31, 2014	\$ 38,079,629	\$ 1,960,294	\$ 140,232	\$ 774,050	\$ 1,110,701	\$ 284,075	\$ 15,550	\$ 8,699,938	\$ 51,064,469

The accompanying notes are an integral part of the financial statements.

THE NEW JERSEY NATURAL LANDS TRUST
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2014

(See Accountant's Review Report)

	Fixed Asset Fund	General Fund	Hyponex	Petty's Island	Petty's Island Cultural	Shorebird	Wetlands Acquisition	Wetlands Mitigation	TOTAL
ASSETS									
Current Assets									
Cash and Cash Equivalents	\$ -	\$ 582,727	\$ 9,675	\$ 328,478	\$ 301,504	\$ 5,640	\$ 15,551	\$ 2,429,851	\$ 3,673,426
Tenants Escrow	-	3,033	-	-	-	-	-	-	3,033
Accrued Interest Receivable	-	5,940	392	2,147	3,742	-	-	29,784	42,005
Total Current Assets	-	591,700	10,067	330,625	305,246	5,640	15,551	2,459,635	3,718,464
Fixed Assets									
Land	38,079,629	-	-	-	-	-	-	-	38,079,629
Equipment	2,364	-	-	-	-	-	-	-	2,364
Vehicles	15,544	-	-	-	-	-	-	-	15,544
Accumulated Depreciation	(17,908)	-	-	-	-	-	-	-	(17,908)
Total Fixed Assets	38,079,629	-	-	-	-	-	-	-	38,079,629
Other Assets									
Investments-Long Term (FMV)	-	1,418,827	130,652	432,724	808,705	247,912	-	6,444,879	9,483,699
Due From Related Fund	-	444	-	-	-	-	-	-	444
Total Other Assets	-	1,419,271	130,652	432,724	808,705	247,912	-	6,444,879	9,484,143
TOTAL ASSETS	\$38,079,629	\$2,010,971	\$140,719	\$763,349	\$1,113,951	\$253,552	\$15,551	\$8,904,514	\$51,282,236
LIABILITIES & NET ASSETS									
Liabilities									
Due To Related Fund	\$ -	\$ -	\$ -	\$ 444	\$ -	\$ -	\$ -	\$ -	\$ 444
Security Deposits Payable	-	2,792	-	-	-	-	-	-	2,792
Total Liabilities	-	2,792	-	444	-	-	-	-	3,236
Net Assets									
Unrestricted	-	2,072,356	-	-	-	-	-	-	2,072,356
Permanently Restricted	38,079,629	-	135,191	793,783	1,126,095	264,252	15,551	9,013,563	38,079,629
Temporarily Restricted	-	(64,177)	5,528	(30,878)	(12,144)	(10,700)	-	(109,049)	11,348,435
Unrealized Gain/Loss	-	2,008,179	140,719	762,905	1,113,951	253,552	15,551	8,904,514	(221,420)
Total Net Assets	38,079,629	2,008,179	140,719	762,905	1,113,951	253,552	15,551	8,904,514	51,279,000
TOTAL LIABILITIES & NET ASSETS	\$38,079,629	\$2,010,971	\$140,719	\$763,349	\$1,113,951	\$253,552	\$15,551	\$8,904,514	\$51,282,236

The accompanying notes are an integral part of the financial statements.

THE NEW JERSEY NATURAL LANDS TRUST
STATEMENT OF ACTIVITIES AND NET ASSETS
FOR THE SIX MONTH PERIOD ENDED JUNE 30, 2014

Statement 2

(See Accountant's Review Report)

	Trust Funds							TOTAL	
	Fixed Asset Fund	General Fund	Hypoxen	Petty's Island	Petty's Island Cultural	Shorebird	Wetlands Acquisition		Wetlands Mitigation
Revenue (Restricted)									
Contribution Income	\$ -	\$ 91,448	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ 336,000	\$ 552,448
Expense									
Materials and Supplies	\$ -	\$ 1,304	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,304
Services	-	3,062	-	-	-	-	-	-	3,062
Maintenance	-	12,171	-	-	-	-	-	-	12,171
Annual Report	-	-	-	-	-	-	-	-	-
Capital	-	23,364	-	-	-	-	-	-	23,364
Educational Programming	-	-	-	16,203	-	-	-	-	16,203
Other Authorized Expenditures	-	-	-	12,568	-	35,000	-	157,265	204,833
Depreciation Expense	-	-	-	-	-	-	-	-	-
Total Expenses	\$ -	\$ 39,901	\$ -	\$ 28,771	\$ -	\$ 35,000	\$ -	\$ 157,265	\$ 260,937
Other Income									
Rent Income	-	12,250	-	-	-	-	-	-	12,250
Interest/Dividend Income	-	19,287	1,159	5,477	7,846	4,037	1	86,074	123,881
Miscellaneous Income	-	14,162	-	-	-	-	-	-	14,162
Gain or Loss on Sale	-	-	-	-	-	-	-	-	-
Total Other Income	\$ -	\$ 45,699	\$ 1,159	\$ 5,477	\$ 7,846	\$ 4,037	\$ 1	\$ 86,074	\$ 150,293
Excess Revenues Over Expenses	\$ -	\$ 97,246	\$ 1,159	\$ 101,706	\$ 7,846	\$ (30,963)	\$ 1	\$ 264,809	\$ 441,804
Net Asset Balance Dec 31, 2013	\$ 38,079,629	\$ 1,918,612	\$ 140,090	\$ 663,903	\$ 1,109,018	\$ 281,142	\$ 15,550	\$ 8,680,024	\$ 50,887,968
Land Acquisition	-	-	-	-	-	-	-	-	-
Unrealized Loss/Gain	-	(7,679)	(530)	(2,704)	(2,913)	3,373	-	(40,319)	(50,772)
Adjustment for Prior Period	-	-	-	-	-	-	-	-	-
Net Asset Balance June 30, 2014	\$ 38,079,629	\$ 2,008,179	\$ 140,719	\$ 762,905	\$ 1,113,951	\$ 253,552	\$ 15,551	\$ 8,904,514	\$ 51,279,000

The accompanying notes are an integral part of the financial statements.

**MINUTES OF THE
NATURAL LANDS TRUST MEETING
March 28, 2014**

12:00 PM

Office of Natural Lands Management, Trenton, New Jersey

Chairman Catania called the meeting to order at 12:11 PM and roll was taken. A quorum of trustees was present. At least one of the trustees was a state governmental representative.

The Open Public Meetings Act notice was read as follows: Notice of the date, time, location and agenda, to the extent known, was forwarded to three newspapers of general circulation, and provided to the Secretary of State in accordance with the Open Public Meetings Act. It was also noted that such notice was provided on the Trust's website in compliance with the Act requiring State, regional, and local authorities, boards, and commissions to establish a website providing specific information in order to facilitate transparency in government.

In attendance were:

Michael Catania, Chairperson
James Hall, Vice Chairperson
Theresa Lettman, Trustee/Secretary-
Treasurer
Steve Eisenhauer, Trustee
Thomas Gilmore, Trustee
Matt Spayth, Trustee representative for the
State Treasurer
Judeth Yeany, DEP Trustee

Larry Torok, DEP Trustee
Adrienne Kreipke, alternate for Rich
Boornazian, representative for the DEP
Commissioner, joined meeting at 12:15 PM
Ryan Benson, DAG, Trust Counsel
Robert J. Cartica, Executive Director
Martin Rapp, Trust Staff
Cari Wild, Trust Staff

Absent were:

Emile DeVito, Trustee
State House Commission representative (not appointed)

Guests:

None

General Public Comment: None

The **September 27, 2013 minutes** were reviewed. Mr. Hall motioned to approve the minutes. Mr. Torok seconded the motion and the minutes were unanimously approved by a vote of 8 to 0.

Financial Report: Mr. Cartica outlined the Financial Statements for the quarters ending September 30, 2013 and December 31, 2013. Mr. Gilmore motioned to approve the Financial Statements. Ms. Kreipke seconded the motion and the Financial Statements were unanimously approved by a vote of 9 to 0.

Unfinished Business:

Ms. Wild provided the Board with a report on the status of activities at **Petty's Island Preserve in Pennsauken Township, Camden County**. The Petty's Island subcommittee made a presentation to area stakeholders on February 21, 2013 about the results of the feasibility study, and advised that 13 wayside exhibits have been fabricated and will be installed along the trail on the island.

Mr. Catania provided the **Delaware Bay Migratory Shorebird Subcommittee Report**. A documentary "Heroic Efforts & Truckloads of Sand," produced by Greener NJ Productions was recently finished and is now being at various New Jersey locations. The difficult and challenging restoration efforts have had a benefit in focusing attention on the needs of Delaware Bay shorebirds and the need to replenish the fund. The subcommittee is exploring many possibilities including funding through DEP-approved supplemental environmental projects.

New Business:

Mr. Cartica presented the **Spending Authorization for Calendar Year 2014**. This year's authorization includes funding for a new vehicle for the Trust's Land Manager, Martin Rapp as well as a biodiversity inventory at Great Piece Meadows. Ms. Kreipke motioned to approve the Spending Authorization for Calendar Year 2014. Mr. Hall seconded the motion and the 2014 Spending Authorization was unanimously approved by a vote of 9 to 0.

Mr. Gilmore presented the **Nominating Committee Recommendations** for Chairperson, Vice Chairperson, Secretary/Treasurer Officers and motioned their approval. Nominated for Chairperson was Michael Catania, Vice Chairperson was James Hall, and Secretary-Treasurer was Theresa Lettman. The motion was unanimously approved by a vote of 9 to 0.

The Board considered the **Clarks Landing-Aladuan/GA Land Management Assignment Offer in Galloway Township, Atlantic County**. Ms. Yeany recused herself from the matter based on the advice from the NJ Attorney General's Office that by virtue of her employment within the Green Acres Program her vote may present an appearance of conflict notwithstanding that she has no personal or financial stake in Trust management assignments. Mr. Hall motioned to accept the Land Management Assignment Offer and to approve an extension of the Clarks Land Project Area to include an area within Egg Harbor City and Galloway Township bounded by Shiller, Berlin, Clarks Landing and Vienna roads. Ms. Lettman seconded the motion, and the offer was accepted by a vote of 8 to 0 with Ms. Yeany abstaining.

The Board considered the **Warren Grove Bogs-Osprey Landing Land Donation Offer in Stafford Township, Ocean County**. Mr. Hall motioned to accept the Land Donation Offer. Ms. Yeany seconded the motion, and the offer was unanimously accepted by a vote of 9 to 0.

The Board considered the **Draft 2013 Annual Report**. Ms. Wild requested that the Board provide any comments/changes on the draft report within the next thirty days. Ms. Lettman motioned to approve the draft report subject to Board members and staff having flexibility to incorporate changes. Mr. Hall seconded the motion, and the 2013 Annual Report was unanimously approved by a vote of 9 to 0.

The following subsequent **2014 meeting dates** were circulated to determine Board member availability and were approved: June 20, 2014, October 3, 2014 and December 5, 2014.

Ms. Kreipke motioned for the meeting to be adjourned. Mr. Hall seconded the motion and the meeting was adjourned at 1:15 PM by a unanimous vote of 9 to 0.

Respectfully submitted,

Theresa Lettman
Secretary/Treasurer



**NEW JERSEY
AUDUBON**
www.njaudubon.org

**Petty’s Island Preserve
Educational Programming, Volunteer Management and
Land Stewardship**

**PROJECTED PROJECT DELIVERABLES*
November 1, 2014 through October 31, 2015**

With three years of consistent programming and presence at Petty’s Island, NJ Audubon is poised to build on prior successes to engage youth in environmental education, involve community members in volunteer clean-ups to continue making advances on litter removal, and establish a robust bird monitoring program to gather data that will help inform future habitat restoration. Specifics include:

EDUCATION AND OUTREACH			
	Programs	Description	Target / Metric for Success
1	Petty’s Island Advisory Group	Meetings will focus on updates regarding the island and vision for the future specifically related to <u>programming</u>	1 meeting and 1 site visit 16 organizations involved with 20-30 people involved
2	Adult Natural History Field Trips	NJ Audubon will coordinate and conduct natural history field trips (includes birds, botany, butterfly & general nature)	4 programs 60 adults
3	Cultural History Interpretation Walk	NJ Audubon will coordinate and Cooper River Watershed Association will conduct	1 program 24 adults
4	Volunteer Projects	NJ Audubon will work with its partner Delaware Riverkeeper Network to coordinate and conduct trail clean-up and maintenance	2 clean-ups conducted 75 -100 volunteers
5	Youth-based Programs	NJ Audubon will coordinate and take the lead in conducting programs with youth-based agencies and organizations.	4 field trips & 4 pre-trip presentations 120 middle/high school/college students
6	School-based Programming	Continue building a relationship with local schools using Petty’s Island and Eco-Schools as an avenue for engagement	2 school-based programs with teachers/administrators/curriculum supervisors.
TOTAL NUMBER OF VISITS TO THE ISLAND – 12			

VISITORS SERVICES – COMMUNITY OUTREACH – PUBLIC RELATIONS		
	Description	Target / Metric for Success
1	2015 Calendar of Events	9 public programs outlined and described with an identified audience and program registration information
2	Petty’s Island Website	Continue work collaboratively with the Trust on messaging about Petty’s on both the Trust’s and NJ Audubon’s websites.
3	Email Blasts to NJA members and friends	A minimum of one program announcement per program as appropriate to the audience
4	Interpretive Waysides	Work with the Trust to provide additional wayside messages via cell/QR codes, etc.
5	Media	Work with CITGO and the Trust re: media pieces related to programming and efforts at Petty’s Island – as appropriate.
6	Community Outreach	4 meetings/presentations to community groups about current status and vision for the island – this could include Env. Commission/city agencies, foundations, etc. – includes meetings with the Academy of Aquatic Sciences, the Delaware River Basin Collaborative

STEWARDSHIP		
	Description	Target / Metric for Success
1	Wildlife monitoring	Conduct seasonal bird monitoring island to collect data re: species status & distribution.
2	Land stewardship and invasive species plan	Engage NJ Audubon stewardship staff as appropriate and needed to conduct limited stewardship activities as approved by Citgo and the Trust.

*NOTE: The number of field trips and site visits may need to be limited given that proposed demolition work by Citgo will likely be occurring something during this time period. NJA will give its best effort to work around the demolition timeline once that is received.

Petty's Island Preserve
Educational Programming and Volunteer Management
BUDGET - New Jersey Audubon

PERSONNEL	COST	Hours	Cost/hour	EXPLANATION
Dale Rosselet, VP Education	\$ 3,120	60	\$ 52.00	Oversight, internal programming meetings, NJA coordination, stakeholder meetings, programming
Kelly Wenzel, Urban Education Specialist	\$ 11,200	350	\$ 32.00	Planning, coordination and conducting programs, setting up meetings, working with partners, working on PR & community outreach
NJA Stewardship/Research staff	\$ 6,400	200	\$ 32.00	Additional staffing for programs, bird monitoring and limited stewardship as described in 2015 deliverables,
PERSONNEL TOTAL	\$ 20,720			
CONTRACTUAL				
Cooper River Watershed Association	\$ 1,500			
Delaware Riverkeeper	\$ 5,000			
CONTRACTUAL TOTAL	\$ 6,500			
DIRECT COSTS				
Travel	\$ 3,000			Staff mileage and bus transportation for student groups
Materials / Supplies	\$ 500			Teaching supplies, first aid kit, field guides, paper, clean-up supplies, food for clean-ups etc.
Printing	\$ 300			Misc. handouts, etc.
DIRECT COSTS TOTAL	\$ 3,800			
INDIRECT COSTS	\$ 3,678			15% salary and direct costs
TOTAL	\$ 34,698			

Water Control Project on Hyper Humus (Paulinskill Wildlife Management Area)

A Flood Hazard Area Individual Permit will be sought for a project to enable water level manipulation on an approximately 50 acre region of Hyper Humus, a former peat mining operation. The 1200 acre Hyperhumus section of Paulinskill River WMA owes its character to land and water manipulation dating from the mid-1800s. The Paulinskill River was channelized and the wetland forest cleared and ditched for mining of peat. The property was sold to the state in 2005. It was subject to a Consent Decree issued by the US Army Corps of Engineers (ACOE) for wetlands violations stemming from the peat mining operations. ACOE mandated mitigation and monitoring that included phragmites control and breaching of the dikes that separate the river from the ponds that have been formed through peat removal. ACOE signed off on the consent decree in 2011 following successful restoration of hydrology into the ponds to keep purple loosestrife and phragmites in check.

The Project Area is approximately 50 acres. It is bound by the Paulinskill River to the west and contains an upland area known as Lincoln Island. This area is approximately 5 acres and includes native bedrock as well as fill. The vegetation on this "island" includes native mature deciduous tree species as well as invasives. This will be the source of borrow material for the dike repairs along the Paulinskill River and to the south where exchange between the water bodies occurs at present during high water levels.

An existing water control structure on the northern end of the project area no longer functions and will be replaced. New water control structures are proposed for the western side of the project area at existing breaches in the dike, and along the southern end of the project area where the existing berm will be anchored and the elevation raised to prevent uncontrolled flow between the impoundments.

Water will continue to move passively into the project area from the river, by storm events, and ground water recharge. The water control structures would serve to hold surface water longer into the growing season. Water control structures proposed will have flash boards that can be raised to hold water in and lowered to reduce level. This will diversify habitat in the region by increasing the depth of water in the existing impoundment and increasing the footprint of saturated soil at the margins of the project. Increased depth of water in the impoundments may serve to reduce habitat for the invasive purple loosestrife, and may also thin cattails. This slightly different water level regime should benefit water birds, wading birds, waterfowl and shorebirds. No active pumping of water will be done to flood the area.

Water level in the impoundment that will be manipulated is not expected to have any off-site impacts. Water levels off site will not be increased or decreased as a result of the manipulation of this one pool.

CONSTRUCTION COST ESTIMATE

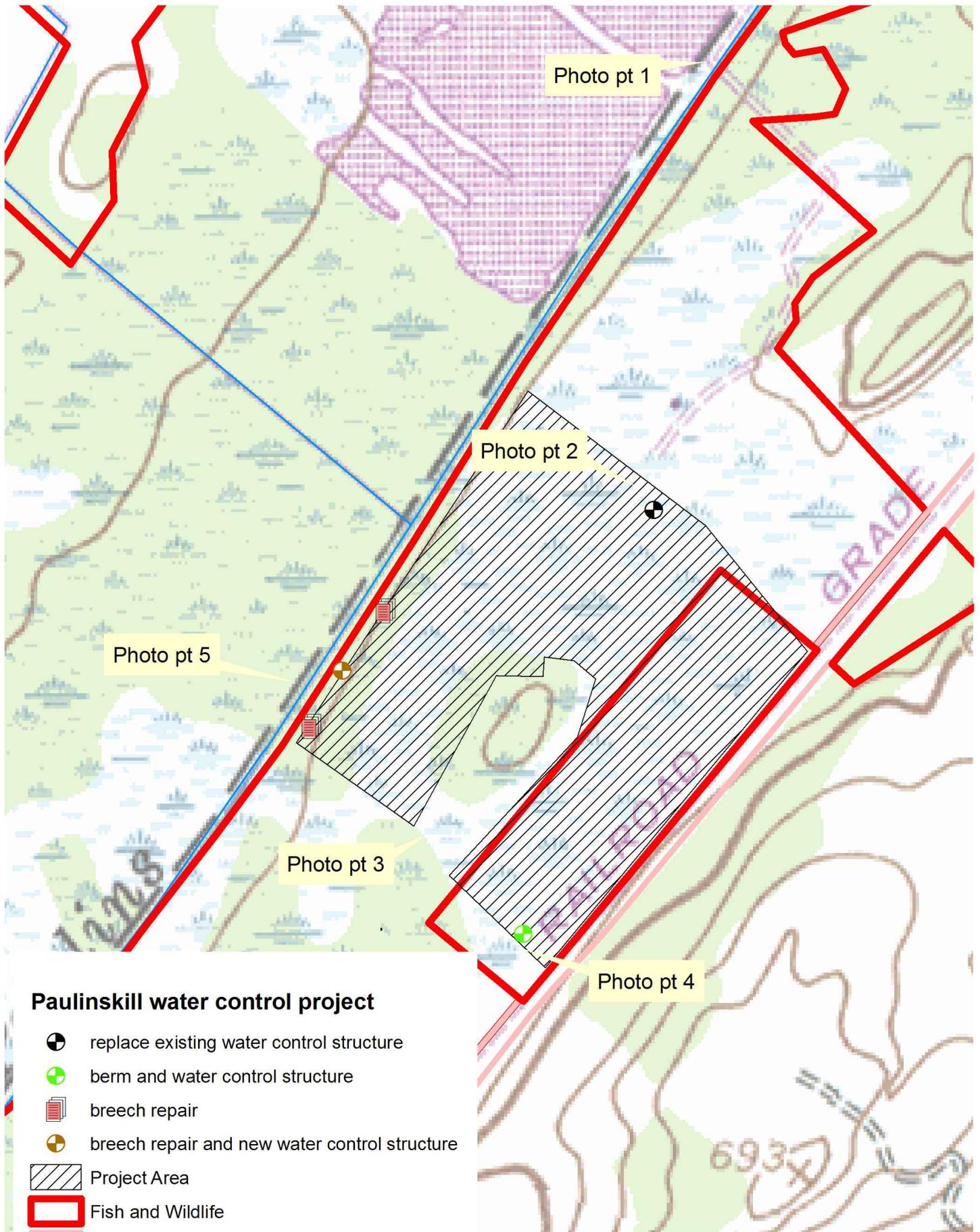
Item	Quantity	Unit	Unit Price	Extension
Mobilization	1	LS	\$4,340.00	\$4,340
Site Preparation	1	LS	\$3,000.00	\$3,000
Excavation	160	CY-p	\$8.00	\$1,280
Embankment	690	CY-p	\$20.00	\$13,800
Structure Purchase & Install	3	EA	\$5,750.00	\$17,250
12"-18" Rip-Rap	60	TONS	\$200.00	\$12,000
Erosion Control	1	LS	\$4,000.00	\$4,000
Water Control	3	EA	\$6,000.00	\$18,000
Seeding	1	LS	\$2,500.00	\$2,500
Construction Cost				\$76,170
10% Contingency				\$7,617
Construction Cost Subtotal				\$83,787

SURVEY, DESIGN, & PROJECT DELIVERY COST ESTIMATE

Preliminary Work & Survey Cost	\$0
Design Cost	\$6,480
Project Delivery Cost	\$23,564
Indirect Cost	\$13,193
Total Staff & Indirect Cost	\$43,238

TOTAL PROJECT COST ESTIMATE \$127,025

Office Eng. Staff (OES): Phillips
 Field Eng. Staff (FES): Phillips
 Biologist: Feaga
 Date: 9/18/2014
 Project Location: New Jersey
 Project Name: Hyper Humus
 Project Number: NJ-63-1



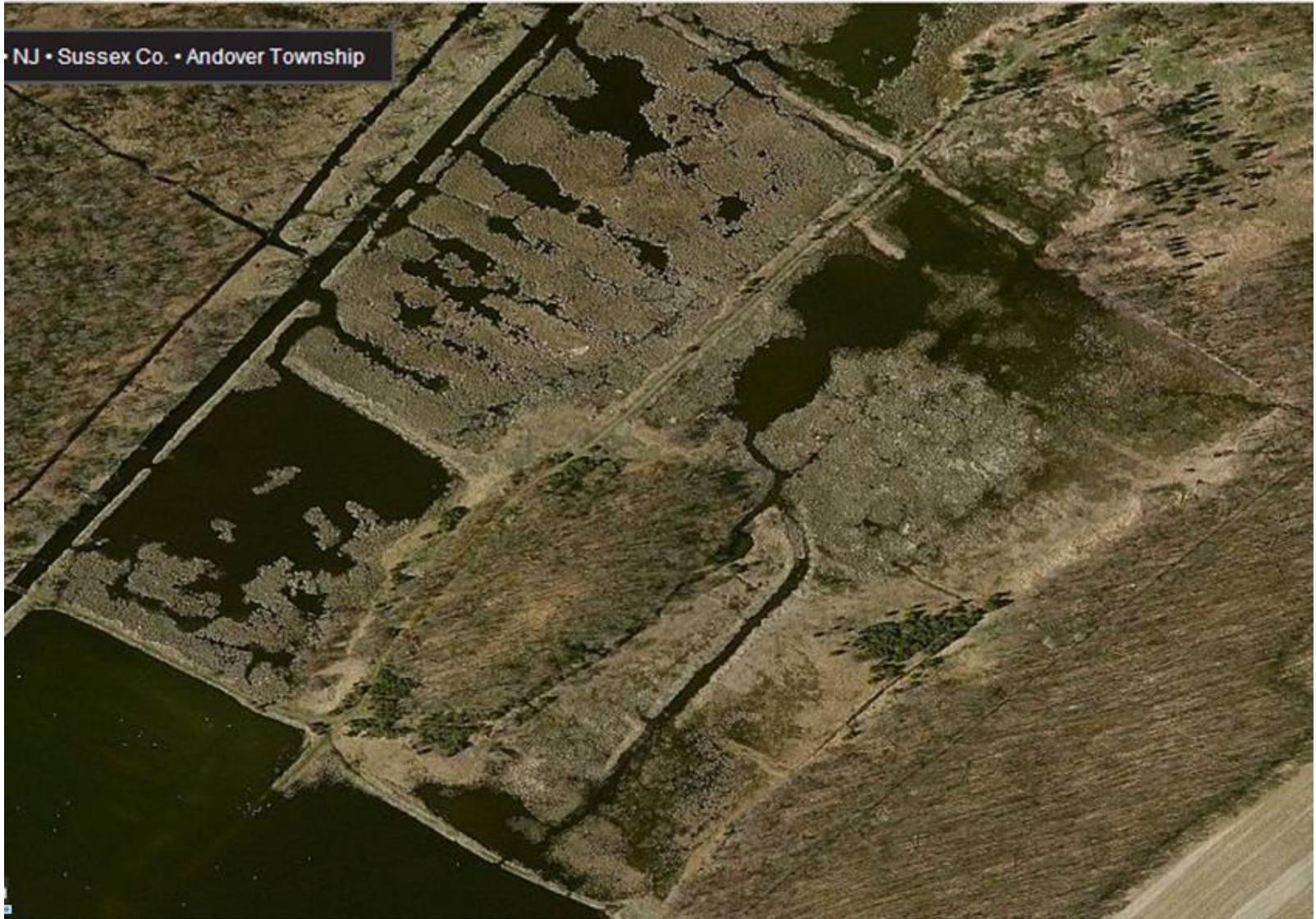
Paulinskill water control project

-  replace existing water control structure
-  berm and water control structure
-  breach repair
-  breach repair and new water control structure
-  Project Area
-  Fish and Wildlife
-  Parks & Forestry

Paulinskill Hyperhumus

 1:6,305

NJ • Sussex Co. • Andover Township



Aerial view of site



Photo point 1: Looking south along Paulinskill River



Photo point 2: Looking east at site of water control structure replacement



Photo point 2: Looking west from site of water control structure



Photo point 2: Looking north



Photo point 3: Looking north to Lincoln Is.



Photo point 3: Looking south into impoundment



Photo point 3: Looking to west into impoundment (note depth)



Photo point 4: Looking east along berm



Photo point 4: Looking west along berm



Photo point 4: Looking north toward Lincoln Is.



Photo point 4: Looking north at point of new water control structure



Photo point 5: Looking north along the Paulinskill River



Photo point 5: Looking east toward Lincoln Is.



Photo point 5: Existing breach to be repaired



Photo point 5: Looking east at site of breach repair and water control structure



Photo point 5: Looking west at site of breach repair into Paulinskill River

DRAFT MEMORANDUM OF AGREEMENT

Between

THE STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF FISH & WILDLIFE

And

THE NEW JERSEY NATURAL LANDS TRUST

This MEMORANDUM OF AGREEMENT (hereinafter MOA), between the State of New Jersey, Department of Environment Protection, Division of Fish & Wildlife (hereinafter the Division) and the New Jersey Natural Lands Trust (hereinafter the Trust) is entered into to establish a framework for the transfer and management of certain funds received by the Division from Tennessee Gas Pipeline Company, LLC, a Kinder Morgan Company, related to the Northeast Upgrade Project, which funds are to be transferred to the Trust pursuant to the terms set forth herein.

RECITALS

WHEREAS, the New Jersey Department of Environmental Protection (hereinafter Department) was created from the New Jersey Department of Conservation and Economic Development in 1970 pursuant to N.J.S.A. 13:1D-1 et seq., and was assigned all of the functions, powers and duties of the Department of Conservation and Economic Development including the responsibilities, duties, and authority of the Division; and

WHEREAS, the Division was established to, among other responsibilities, manage, oversee, and study the State's endangered species and nongame conservation efforts according to The Endangered and Nongame Species Conservation Act, N.J.S.A. 23:2A-1, et seq. Specifically, under N.J.S.A. 23:2A-4, the Division is charged with conducting investigations to determine management measures necessary for the continued ability of wildlife to sustain themselves successfully and, on the basis of such investigations, developing management techniques and plans designed to insure sustainable wildlife populations; and

WHEREAS, the Division is authorized to enter into agreements and receive funds from public and private sources for the purpose of endangered and nongame species programs and management; and

WHEREAS, the Trust was created pursuant to N.J.S.A. 13:1B-15.119, et seq., as a body corporate and politic in but not of the Department's Division of Parks and Forestry, and the statutory purposes of the Trust include the preservation of land in its natural state for enjoyment by the public and the protection of elements of natural diversity; and

WHEREAS, pursuant to N.J.S.A. 13:1B-15.122, the Trust has the statutory authority to make, enter into and perform all contracts and agreements necessary or incidental to the performance of its duties, the maintenance of its properties and the execution of its statutory powers; and

WHEREAS, the Trust has the further statutory authority to cooperate with and assist, insofar as practicable, any agency of the State or any of its political subdivisions, and any private agency or person in furtherance of the purpose of the Trust and to apply all moneys, assets, property or other things of value it may receive as an incident to its operation to the general purposes of the Trust; and

WHEREAS, the Department owns certain lands in Sussex, Passaic and Bergen Counties and a pipeline is being constructed through those lands by Tennessee Gas Pipeline Company, LLC (hereinafter Tennessee Gas) pursuant to various permits, licenses, and approvals as outlined in a Construction Work Plan, Northeast Upgrade Project, dated December 2011 and revised August 2012, December 2012, and February 2013 (hereinafter the Construction Work Plan); and

WHEREAS, the Construction Work Plan outlines the funds that are to be paid by Tennessee Gas to the Division to conduct research, population and habitat monitoring, and habitat management, acquisition and/or the development of conservation restrictions as well as the purchase of lands to be held in their natural state and the elements of natural diversity protected; and

WHEREAS, the Division has created a Management Plan entitled *Reptile and Amphibian Management Plan for the New Jersey Highlands Region with a focus on Timber Rattlesnakes (Crotalus horridus)*, such Management Plan having been created in response to the Construction Work Plan, which describes certain activities to be undertaken by the Division; and

WHEREAS, pursuant to N.J.A.C. 7:25-4.18, the Endangered and Nongame Species Advisory Committee (hereinafter ENSAC) advises and assists the Commissioner of the Department in matters related to the intent of The Endangered and Nongame Species Conservation Act which is codified at N.J.S.A. 23:2A-1 to 13; and

WHEREAS, the Division has consulted with ENSAC regarding the Management Plan and ENSAC has approved the Management Plan at its _____, 2014 meeting; and

WHEREAS, the Division needs flexibility in how and where the funds are held, expended, and managed, so the Division has requested the Trust to enter into this MOA concerning the management of the funds the Division receives from Tennessee Gas; and

WHEREAS, the Trust's statutory authority to receive moneys and invest same in a Trust account will eliminate the need to create a duplicate process within State government; and

WHEREAS, the Trust has agreed to deposit and manage the funds the Division receives from Tennessee Gas in a fund to be called the Tennessee Gas Pipeline Fund (hereinafter TGP Fund) in accordance with the Trust's statutory authority.

NOW THEREFORE, in consideration of the mutual covenants herein contained the parties agree as follows:

I. RESPONSIBILITIES OF THE DIVISION

- A. The above Recital clauses are hereby incorporated herein as operative parts of this MOA.
- B. The Division hereby transfers responsibility for the management of moneys received from Tennessee Gas under the Construction Work Plan to the Trust for deposit into the Trust's TGP Fund.
- C. The Division shall develop an Annual Work Plan which shall detail the activities to be completed during the calendar year, and the costs associated therewith, based upon the Management Plan. The Annual Work Plan shall be presented to ENSAC by the Division each year for ENSAC's approval of the said Annual Work Plan. The Annual Work Plan shall be presented to the ENSAC by no later than January 31st.
- D. By no later than March 1st, the Division shall provide to the Trust the following documentation:

1. The Annual Work Plan detailing the activities and associated payments to be made during the current calendar year;
2. The minutes and/or resolution from the ENSAC approving such Annual Work Plan; and
3. A certification signed by the Division Director, or the Division Director's designee, on a form provided by the Trust.

E. Within ___ calendar days after the Effective Date of this MOA, the Division shall pay to the Trust an upfront payment of \$325,000.00 (equal to twenty percent of the anticipated payments by Tennessee Gas) for the services of the Trust in managing the Division's TGP Fund. These funds may come from the Division's Tennessee Gas Pipeline funds or from other sources as determined by the Division in the Division's sole discretion.

II. RESPONSIBILITIES OF THE TRUST

A. The Trust shall establish two accounts: the TGP Fund to hold the Division's funds from Tennessee Gas, and a separate account called the TGP Acquisition Fund to be used in accordance with this MOA and the Trust's Guidelines for Land Acquisition.

B. The Trust shall deposit such funds, whether received from Tennessee Gas or from the Division, into the TGP Fund, or the TGP Acquisition Fund as provided herein, within ten (10) business days of receipt. Except as otherwise provided herein, the Trust's TGP Fund and TGP Acquisition Fund shall not be co-mingled with any other account held by the Trust.

C. By no later than March 31st of the year, upon receipt of the documentation from the Division pursuant to paragraph __, above, the Board of Trustees of the Trust shall meet to approve the payment. The Executive Director of the Trust shall issue payments as indicated by the Annual Work Plan (or any amendments thereto provided they are approved by the ENSAC and evidenced by minutes and/or resolution) and supported by a signed certification by the Division Director or the Division Director's designee.

D. The upfront payment of \$325,000 will be deposited into the TGP Acquisition Fund. In the event that the TGP Fund exceeds \$1,625,000, the Trust is entitled to transfer up to 20 percent of such excess funds, over and above the \$1,625,000, into the Trust's TGP Acquisition Fund or the Trust's General Fund. These payments for Trust services shall be used by the Trust for either services consistent with the management of the TGP Fund, including but not limited to accounting services, or for the acquisition of areas important to the recovery of reptiles and amphibians adversely impacted by the TGP project as identified by the Division of Fish and Wildlife – Endangered and Nongame Species Program, including direct costs associated with the acquisition of land. "Direct costs" shall mean all costs necessary or useful and convenient associated with the acquisition of lands including, but not limited to, appraisal services, surveys, title work, legal costs, costs associated with environmental due diligence, closing costs and the establishment of a reserve fund for the operation and maintenance of acquired lands. The Trust shall not transfer any lands acquired with TGP Acquisition Fund monies to any other entity other than a conservation agency approved in advance in writing by the Division Director.

E. The Trust shall provide quarterly financial statements to the Division from the financial institution(s) where funds are invested and from a certified public accountant as to the balance of the TGP Fund and TGP Acquisition Fund.

F. Prior to the termination or expiration of the MOA, if any funds are left in the TGP Fund account, the Trust shall provide to the Division a final accounting of the TGP Fund prepared by a certified public accountant, disburse the remaining funds in the manner and as directed by the Division, and close the TGP Fund account.

G. The Division shall require that any private contractor hired with funds under this MOA indemnify and hold harmless the Division and the Trust from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from (i) any injury to, or the death of any person or any property damage; or (ii) the violation of any term or condition of a contract between the Trust and such private contractor. The Division shall further require any private contractor hired with funds under this MOA to maintain adequate insurance coverage to underpin such indemnification, and to further provide insurance coverage in the amounts and types required under New Jersey law, including but not limited to workers compensation insurance.

H. This MOA shall be construed as if it were drafted by both parties.

III. GENERAL TERMS

A. Based upon the enumerated purposes of the Trust and the Division provided by their respective enabling statutes, any action approved by a resolution of ENSAC shall be deemed to be in furtherance of the Trust and the Division. Projects that are approved by a resolution of ENSAC are hereby deemed to be in furtherance of the Trust on the basis that ENSAC is required by law to act in accordance with the Endangered and Nongame Species Conservation Act and as such preserve natural diversity.

B. This MOA does not create any substantive standards under which plans, proposals, or any other mitigation work will be reviewed by the Trust.

C. This MOA shall be for a term of five (5) years with two optional five (5) year extensions. The term shall begin on the Effective Date of this MOA. Renewals may be requested by one party notifying the other in writing at least sixty (60) days prior to the end of a term of its intent for this MOA to be extended. Renewals shall only be valid upon the written approval of both parties. Either party may terminate this MOA upon notifying the other party, in writing, with sixty (60) days' notice. Upon termination, a final accounting shall be provided by the Trust pursuant to paragraph II.F, above.

D. All notices, reports, requests, or authorizations required to be given hereunder shall be delivered to the parties at the following addresses, unless a party has been notified of a change of address:

For the Division:

Department of Environmental Protection
Division of Fish & Wildlife
Mail Code 501-XX
PO Box 420
501 East State Street
Trenton, NJ 08625-0420

For the Trust:

The New Jersey Natural Lands Trust
Mail Code 501-XX
PO Box 420
501 East State Street
Trenton, NJ 08625-0420

E. All of the terms, conditions, and covenants to be observed and performed by the parties shall be applicable to and binding upon successors and assigns, as the case may be.

F. The parties hereto agree that this MOA may be amended, supplemented, changed, modified, or altered upon mutual agreement of the parties hereto in writing.

G. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this MOA shall be interpreted as if such invalid agreements or covenants were not contained herein. Should one or more covenants or conditions be waived by either party, such waiver shall not be deemed to waive or render unnecessary the consent or approval of the waiving party to or of any subsequent similar act by the other party.

H. The parties hereto agree that this MOA represents the entire agreement between the parties; all negotiations, oral agreements and understandings are merged herein.

I. The Effective Date of this MOA shall be the date of the last signatory below. This MOA may be executed in counterparts.

J. All records related to this MOA, including all audits, shall be retained by the parties for a minimum period of seven (7) years.

IN WITNESS WHEREOF, the Parties have caused this MOA to be signed, attested to and sealed as of the date set forth herein.

For: STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
NATURAL AND HISTORIC RESOURCES

By: _____
Rich Boornazian, Assistant Commissioner

Date: _____

For: NEW JERSEY NATURAL LANDS TRUST

By: _____
Michael Catania, Chairperson

Date: _____

DRAFT MEMORANDUM OF AGREEMENT

Between

THE STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF PARKS & FORESTRY

And

THE NEW JERSEY NATURAL LANDS TRUST

This MEMORANDUM OF AGREEMENT, (hereinafter MOA), between the State of New Jersey, Department of Environment Protection (hereinafter Department), Division of Parks and Forestry (hereinafter Division) and the New Jersey Natural Lands Trust (hereinafter Trust) is entered into to establish a framework for the transfer and management of mitigation funds received by the Division from Tennessee Gas Pipeline Company, LLC, a Kinder Morgan Company, which funds are to be transferred to the Trust pursuant to the terms set forth herein. This MOA does not create any substantive standards under which plans, proposals, or any other mitigation work will be reviewed.

WHEREAS, the Department was established from the New Jersey Department of Conservation and Economic Development in 1970 pursuant to N.J.S.A. 13:1D-1, et seq., and was assigned all of the functions, powers and duties of the Department of Conservation and Economic Development including the responsibilities, duties, and authority of the Division; and

WHEREAS, the Legislature enacted the Endangered Plant Species List Act, N.J.S.A. 13:1B-15.151 et seq., after finding “that plant species have medicinal, genetic, ecological, educational and aesthetic value to the citizens of New Jersey; that the perpetuation of many plant species native to New Jersey or the United States is in jeopardy; and that a definitive, officially recognized State list of endangered plant species is needed to eliminate the confusion resulting from various existing unofficial lists which are inconsistent and is a necessary precondition to more effectively and efficiently incorporate the preservation of our State’s natural diversity into governmental planning functions;” and

WHEREAS, the Division implements the requirements of the Endangered Plant Species List Act on behalf of the Commissioner of the Department of Environmental Protection; and

WHEREAS, pursuant to N.J.S.A. 13:1B-15.156, “the [C]ommissioner may cooperate with, and accept moneys from ... any other State or private source to carry out [the Endangered Plant Species List Act] ... [and] may establish a separate fund from these contributions for the support of endangered plant species;” and

WHEREAS, the Trust was created pursuant to N.J.S.A. 13:1B-15.119, et seq., as a body corporate and politic in but not of the Division, and the statutory purposes of the Trust include the preservation of land in its natural state for enjoyment by the public and the protection of elements of natural diversity; and

WHEREAS, pursuant to N.J.S.A. 13:1B-15.122, the Trust has the statutory authority to make, enter into and perform all contracts and agreements necessary or incidental to the performance of its duties, the maintenance of its properties and the execution of its statutory powers; and

WHEREAS, the Trust has the statutory authority to cooperate with and assist, insofar as practicable, any agency of the State or any of its political subdivisions, and any private agency or person in furtherance of the purpose of the Trust and to apply all moneys, assets, property or other things of value it may receive as an incident to its operation to the general purposes of the Trust; and

WHEREAS, the Department owns certain lands in Sussex, Passaic and Bergen Counties through which a pipeline is being constructed by Tennessee Gas Pipeline Company, LLC (hereinafter Tennessee Gas) pursuant to various permits, licenses, and approvals as outlined in a Construction Work Plan, Northeast Upgrade Project, dated December 2011 and revised August 2012, December 2012, and February 2013 (hereinafter Construction Work Plan); and

WHEREAS, the Construction Work Plan outlines the funds that are to be paid by Tennessee Gas to the Division to implement activities outlined in the Annual Work Plan; and

WHEREAS, the Division needs flexibility in how and where the funds are held, expended, and managed, so the Division has requested the Trust to enter into this MOA concerning the management of the funds the Division receives from Tennessee Gas; and

WHEREAS, the Trust's statutory authority to receive moneys and invest same in a Trust account will eliminate the need to create a duplicate process within state government; and

WHEREAS, the Trust has agreed to deposit and manage the funds the Division receives from Tennessee Gas in a fund to be called the Tennessee Gas Pipeline Plant Fund (hereinafter TGP Plant Fund) in accordance with the Trust's statutory authority.

NOW, THEREFORE, in consideration of these mutual covenants herein contained the parties agree as follows:

The above Recital clauses are hereby incorporated herein as operative parts of this MOA.

I. RESPONSIBILITIES OF THE DIVISION

- A.** The Division hereby transfers responsibility for the management of moneys received by Tennessee Gas to the Trust for deposit into the Trust's TGP Plant Fund.
- B.** The Division shall develop an Annual Work Plan which shall detail the activities to be completed during the calendar year, and the costs associated therewith. The Annual Work Plan shall be presented to the Trust by no later than January 31st.
- C.** By no later than March 1st, the Division shall provide to the Trust the following documentation:
 - 1. The Annual Work Plan detailing the activities and associated payments to be made during the current calendar year; and
 - 2. A certification signed by the Division director, or the Division director's designee, on a form provided by the Trust.
- D.** Within sixty (60) calendar days of the Effective Date of this MOA, the Division shall pay to the Trust an upfront payment of \$160,000.00 (20 percent of anticipated payments by Tennessee Gas) for the services of the Trust in managing the Division's TGP Plant Fund.

II. RESONSIBILITIES OF THE TRUST

- A.** The Trust shall establish two accounts: the TGP Fund to hold the Division's funds from Tennessee Gas, and a separate account called the TGP Acquisition fund to be used in accordance with this MOA and the Trust's Guidelines for Land Acquisition.
- B.** The Trust shall deposit such funds, whether received from Tennessee Gas or from the Division, into the TGP Plant Fund, or the TGP Acquisition Fund as provided herein, within ten (10) business days of receipt. Except as otherwise provided herein, the Trust's TGP Plant Fund and TGP Acquisition Fund shall not be co-mingled with any other account held by the Trust.

- C. By no later than March 31st of the year, upon receipt of the documentation from the Division pursuant to paragraph _ above, the Board of Trustees of the Trust shall meet to approve the Annual Work Plan. The Executive Director of the Trust shall issue payments as indicated by the annual Work Plan provided they are supported by a signed certification by the Division Director or the Division Director's designee.
- E. The upfront payment of \$160,000.00 will be deposited into the TGP Acquisition Fund. In the event that the TGP Plant Fund exceeds \$800,000.00, the Trust is entitled to transfer up to 20 percent of such excess funds into the Trust's TGP Acquisition Fund or Trust's General Fund. These payments for Trust services shall be used by the Trust for either services consistent with the management of the TGP Plant Fund as well as other Trust funds, or for the acquisition of land, including direct costs associated with acquisition of land. "Direct costs" shall mean all costs necessary or useful and convenient associated with the acquisition of lands, including but not limited to appraisal services, surveys, title work, legal costs, costs associated with environmental due diligence, closing costs, and the establishment of a reserve fund for the operation and maintenance of acquired lands. The Trust shall not transfer any lands acquired with the TGP Plant Fund to any other entity other than a conservation organization.
- F. The Trust shall provide quarterly financial statements to the Division from the financial institution(s) where funds are invested and from a certified public accountant as to the balance of the TGP Plant Fund and TGP Acquisition Fund.
- G. Prior to the termination or expiration of the MOA, if any funds are left in the TGP Plant Fund account, the Trust shall provide to the division a final accounting of the TGP Plant Fund prepared by a certified public accountant, disburse the remaining funds in the manner and as directed by the Division, and close the TGP Plant Fund account.

III. GENERAL TERMS

- A. This MOA shall be construed as if it were drafted by both parties.
- B. Based on the enumerated purposes of the Trust and the Division provided by their respective enabling statutes, any action approved by a written Certification by the Division Director, or the Division Director's designee, shall be deemed to be in furtherance of the purposes of the Trust on the basis that they are required by law to be in accordance with the Endangered Plant Species List Act and as such preserve natural diversity.
- C. This MOA does not create any substantive standards under which plans, proposals, or any other mitigation work will be reviewed by the Trust.
- D. This MOA shall be for a term of five (5) years with two optional five (5) year extensions. The term shall begin on the Effective Date of this MOA. Renewals may be requested by one party notifying the other in writing at least sixty (60) days prior to the end of a term of its intent for this MOA to be extended. Renewals shall only be valid upon the written approval of both parties. Either party may terminate this MOA upon notifying the other party, in writing, with sixty (60) days' notice. Upon termination, a final accounting must be provided by the Trust pursuant to paragraph _, above.
- E. All notices, reports, requests, or authorizations required to be given hereunder shall be delivered to the parties at the following addresses, unless a party has been notified of a change of address:

For the Division:

Department of Environmental Protection
Division of Parks & Forestry

Mail Code 501-04
PO Box 420
501 East State Street
Trenton, NJ 08625-0420

For the Trust:

The New Jersey Natural Lands Trust
Mail Code 501-04
PO Box 420
501 East State Street
Trenton, NJ 08625-0420

- F.** All of the terms, conditions, and covenants to be observed and performed by the parties shall be applicable to and binding upon successors and assigns, as the case may be.
- G.** The parties hereto agree that this MOA may be amended, supplemented, changed, modified, or altered upon mutual agreement of the parties hereto in writing.
- H.** All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this MOA shall be interpreted as if such invalid agreements or covenants were not contained herein. Should one or more covenants or conditions be waived by either party, such waiver shall not be deemed to waive or render unnecessary the consent or approval of the waiving party to or of any subsequent similar act by the other party.
- I.** The parties hereto agree that this MOA represents the entire agreement between the parties; all negotiations, oral agreements and understandings are merged herein.
- J.** The Effective Date of this MOA shall be the date of the last signatory below. This MOA may be executed in counterparts.
- K.** All records related to this MOA, including all audits, shall be retained by the parties for a minimum period of seven (7) years.

IN WITNESS WHEREOF, the Parties have caused this MOA to be signed, attested to and sealed as of the date set forth herein.

For: STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION,
NATURAL AND HISTORIC RESOURCES

By: _____
Rich Boornazian, Assistant Commissioner

Date: _____

For: NEW JERSEY NATURAL LANDS TRUST

By: _____
Michael Catania, Chairperson

Date: _____

~~September 20, 2002~~ October 3, 2014

**New Jersey Natural Lands Trust
Guidelines for Conveyance of Land**

1. Definitions

The following words and terms shall have the following meanings, unless the context clearly indicates otherwise:

“Applicant” means a person who submits an application to the Trust requesting a conveyance of land.

"Biodiversity" means the totality of genes, species, and ecosystems within a geographical region variety of indigenous species or natural communities occurring in a geographic region. Three significant scales of geographic regions are the State of New Jersey, the world, and the physiographic province.

"Board" means the Board of Trustees of the New Jersey Natural Lands Trust.

“Convey” or “conveyance” means to sell, donate, exchange, transfer, or lease.

“Cumulative impacts” means the successive addition of direct or secondary impacts from individual projects over time.

"Improved stewardship" means preservation and/or restoration of natural values of land to enhance biodiversity and natural diversity.

“Land” or “lands” means real property, including improvements thereof or thereon, rights-of-way, water, riparian and other rights, easements, and privileges, and all other rights or interests of any kind or description in, relating to, or connected with real property.

“Lands of interest to the Trust” means Trust-owned and managed lands, State Natural Areas, State Natural Heritage Priority Sites, State parks, State forests, State Wildlife Management Areas and other lands deemed significant by the Trust.

"Local government unit" means a municipality, county, or other local political subdivision of this State, or any agency thereof whose primary purpose is to acquire, administer, protect, develop, and maintain lands for recreation and conservation purposes.

"Natural diversity" means all species and distinct populations of plants and animals within their native habitat.

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"Nonprofit" means a corporation or trust whose purposes include the acquisition and preservation of land or water areas or of a particular land or water area in a natural, scenic or open condition, no part of the net earnings of which inures to the benefit of any private shareholder or individual, and which has received Federal income tax exemption status under section 501(c) of the 1954 Internal Revenue Code, as amended.

"Person" means an individual, corporation, club, partnership, association, political subdivision of this State and any state, Federal or interstate agency or an agent or employee thereof.

"Practicable alternative" means other choices available and capable of being carried out after taking into consideration existing technology, and logistics in light of overall project purposes, and may require an area not owned by the applicant which could reasonably have been or could be obtained, utilized, expanded, or managed in order to fulfill the basic purpose of the applicant's proposed project.

"Preservation" means any measures, including no action at all, which are required in order to protect a natural resource feature or to avoid injury, destruction or decay of a natural resource feature or to otherwise maintain or protect those features ~~indicated in the management objective~~.

"Project"- means development project in its entirety (e.g., sewer line, residential development, road project) of which the conveyance of Trust lands is a proposed component.

"Replacement lands" means lands proposed to be received by the Trust as compensation for a conveyance.

"Restoration" means the reversal of a disturbance and/or the reestablishment of the original ecological function(s) and/or value(s) of the land. ~~{taken from NJAC 7:7A-15.1 mitigation definitions}~~

"Secondary impacts" means the effects of additional development likely to be constructed as a result of the approval of a particular conveyance and/or project. Secondary impacts can also include traffic increases, increased recreational demand and any other offsite impacts generated by the proposed activities that affect lands of interest to the Trust.

"Trust" means the New Jersey Natural Lands Trust, created and established in but not of the Division of Parks and Forestry of the Department of Environmental Protection (~~Department~~) pursuant to N.J.S.A. 13:1B-15.119, including its staff.

2. **The Trust shall not convey land to any person except in accordance with the following process or in accordance with Section 6:**

A. A complete application shall be submitted to the Trust requesting a conveyance of land in accordance with Sections 5(A) through 5(E);

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- B. Public notice and comment shall be provided on the complete application in accordance with Sections 5(F) through 5(L); ~~and~~
- C. The Board, after considering the complete application and public comment at a minimum of one open public meeting, may approve or disapprove the conveyance of land or may request additional information under Section 5(M). The Board may only approve a conveyance of land if it finds that the criteria, requirements and process set forth in this subchapter have been satisfied. ~~The Board's approval is conditioned upon compliance with the criteria, requirements and process set forth in this subchapter;~~ and
- D. The Trust's conveyance is subject to any and all restrictions in the deed that conveyed title in such lands to the Trust.

3. **It is the Trust's policy to strongly discourage the conveyance of Trust land for any reason. The use of Trust land for purposes other than preservation in a natural state for enjoyment by the public and to protect natural diversity should be a last resort, and should only be considered when the proposed conveyance is necessary for a project that would satisfy a compelling public need by mitigating a hazard to the public health, safety or welfare or where such a conveyance would yield a significant public benefit by improving the delivery of essential services to the public.** ~~In the event that the applicant demonstrates such a compelling public need or significant public benefit, the proposed conveyance and replacement lands shall meet the following minimum approval criteria and requirements:~~

- A. The conveyance of land and replacement lands shall enhance preservation, restoration, improved stewardship and/or natural diversity/biodiversity on lands of interest to the Trust, as defined above, taking into consideration the factors listed in Section 4, below;
- B. The conveyance of land and replacement lands shall not significantly affect the public's enjoyment of the remaining portion of the affected Trust Preserve or other lands of interest to the Trust;
- C. ~~The conveyance of land and replacement lands shall support the State Development and Redevelopment Plan Goals that include but are not limited to conserving the State's natural resources and systems, and preserving and enhancing areas with scenic, open space and recreational value. The conveyance of land and replacement lands also shall be consistent with State Plan's Policy Map and the Statewide Policies that include but are not limited to those directed to scenic resources, open lands and natural systems, planning regions established by statute, coastal resources, special resource areas and design;~~

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D. There shall be no practicable, feasible and available alternative to the conveyance of land, as demonstrated by the analysis required under Section 5(B)(6); and

E. The applicant shall compensate the Trust for the conveyance of Trust land with replacement land that: is at least five acres in size or five times the acreage of the land proposed to be conveyed, whichever is greater; has a geographical, hydrological and/or ecological nexus to land proposed to be conveyed; ~~and~~ is of greater ecological value, usefulness for natural diversity/biodiversity; and is of equal or greater market value than the land proposed to be conveyed.

4. **In determining whether preservation, restoration, improved stewardship and/or natural diversity/biodiversity will be enhanced as a result of the proposed conveyance and replacement lands, the Trust shall consider the following, as may be applicable:**

A. Whether the quantity and quality of the replacement land satisfy the criteria set forth in the *Guidelines for Land Acquisition*;

B. Whether lands of interest to the Trust will be positively or adversely affected by the proposed conveyance, replacement lands and/or project;

C. Whether secondary impacts to lands of interest to the Trust may result from or be prevented by the proposed project;

D. Whether cumulative impacts to lands of interest to the Trust may result from or be prevented by the proposed project;

E. Whether ~~or not~~ adequate resources are available to the Trust to ensure responsible, long-term stewardship of the replacement land; and

F. Any other factor(s) that the Trust determines will have a positive or an adverse effect on the natural diversity/biodiversity of lands of interest to the Trust if the Trust approves the proposed conveyance.

5. **An applicant requesting a conveyance of land shall comply with the following process:**

A. An applicant shall submit a complete application to the Trust, together with an application fee, in such amount as shall from time to time be established by the Trust, to defray the actual costs of processing such application. No application filed pursuant to this subchapter shall be considered complete unless all required fees have been paid. The Trust shall maintain a schedule of such fees and make such schedule available to all persons upon request. Such schedule shall, in addition to application fees, establish such other fees for Trust services or

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documents determined by the Trust to be necessary or appropriate to equitably apportion the costs of such services or documents to the users thereof.

Complete applications shall be submitted to:

New Jersey Natural Lands Trust
~~22 South Clinton Avenue~~ 501 East State Street
Mail Code 501-04, P.O. Box 40420
Trenton, New Jersey 08625-040420

- B. The application shall include, but not be limited to, the following information on the land proposed to be conveyed and/or the replacement lands:
1. A description of the applicant's project, the conveyance and the replacement lands;
 2. An explanation of why the applicant is seeking the conveyance of Trust land;
 3. A description of how the conveyance and replacement lands will enhance preservation, restoration, improved stewardship and/or natural diversity/biodiversity on lands of interest to the Trust taking into consideration the factors listed in Section 4 above;
 4. A description of how the conveyance and replacement lands will affect the public's enjoyment of the remaining portion of the affected Trust Preserve or other lands of interest to the Trust;
 5. ~~A description of how the conveyance and replacement lands shall support the State Development and Redevelopment Plan Goals that include but are not limited to conserving the State's natural resources and systems, and preserving and enhancing areas with scenic, open space and recreational value and shall be consistent with State Development and Redevelopment Plan's Policy Map and the Statewide Policies that include but are not limited to those directed to scenic resources, open lands and natural systems, planning regions established by statute, coastal resources, special resource areas and design~~ A detailed explanation and analysis as to how and why the proposed conveyance is necessary and would satisfy a compelling public need by mitigating a hazard to the public health, safety or welfare or would yield a significant public benefit by improving the delivery of essential services to the public;
 6. An alternatives analysis that identifies, describes and explains why alternative plans, including a no-build alternative and all practicable alternatives using both public and private lands will not satisfy the applicant's need to obtain the conveyance. The analysis shall describe the economic and environmental impact of each alternative and why each was rejected;

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7. Information on whether the Trust will continue to hold a legal interest, e.g., fee or conservation easement, on the lands to be conveyed subsequent to the conveyance;
8. To the extent known, information on whether the property was conveyed to the Trust as part of mitigation or compensation for another project undertaken by the prior owner;
9. To the extent known, information on whether the property was conveyed to the Trust with a deed restriction, covenant or other condition prohibiting any acts or uses that are detrimental to the preservation of land in its natural state and to the protection of elements of natural diversity;
10. Information regarding the replacement land being proposed including, but not limited to, the following information:
 - a) An appraisal of the land to be conveyed and an appraisal of the replacement land in accordance with 11 below;
 - b) A title report for the proposed replacement land to determine existing restrictions, encumbrances, easements, liens, or other factors that may affect the value of the land;
 - c) A copy of an environment assessment report based on an outline provided by the Trust which describes the existing environmental features of the land to be conveyed and of the replacement land; and identifies and compares alternative replacement lands;
 - d) A preliminary assessment (“PA”) report for the proposed replacement land. The PA report shall include the information required under the Technical Requirements for Site Remediation, N.J.A.C. 7:26E
 - e) A land survey plan for the land to be conveyed and for the replacement land. Each survey plan shall be prepared in accordance with the ~~rules of the State Board of Professional engineers and Land Surveyors at N.J.A.C. 13:40-5, showing, acreage, tax map references (blocks and lots) current as of the date of the plan, all easements or record, fences, improvements, encroachments, water courses, wetlands, and pertinent natural features, and shall be submitted on paper (two copies) and, for the survey plan for the proposed replacement land, also in a format compatible with the Mapping and Digital Data Standards at N.J.A.C. 7:1, Appendix A Scope of Survey Services used by the Department’s Green Acres Program (Green Acres), which is available upon request from the Trust or which can be found at the Green Acres webpage at <http://www.state.nj.us/dep/greenacres/survey/scope.html>;~~

f) Metes and bounds descriptions, stating acreage, corresponding to the survey plans required under e above, submitted on the surveyor's letter head, and signed and sealed by the surveyor;

g) A municipal or county map and a site map, drawn to scale, showing the land to be conveyed and showing the replacement land. For the replacement land, the site map shall include the tax map block and lot current as of the date of request, the owner of record, the approximate dimensions and area (in acres), existing improvements and easements, road rights-of-way, wetlands (as shown on maps prepared by the Department of Environmental Protection (Department) under the Wetlands Act of 1970, N.J.S.A. 13:9A-1 et seq. and the Freshwater Wetlands Protection Act, N.J.S.A. 13:9B-1 et seq. and available from the Department at www.nj.gov/dep/gis), floodplains (as shown on the New Jersey State Flood Hazard Area maps prepared under the Flood Hazard Area Control Act, N.J.S.A. 58:16A-50 et seq. and available from the Department at www.nj.gov/dep/gis), and tidelands (as determined from New Jersey Tidelands claim maps, conveyance overlays, and atlas sheets and available from the Department at www.nj.gov/dep/gis); and

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h) A reference map or maps, if necessary, on 8 ½ by 11 inch paper, showing the general location of the land to be conveyed and the replacement land

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11. Appraisals of the land to be conveyed and of the replacement land shall be provided as follows:

a) For ~~each~~ parcel ~~of land~~ with an estimated land value of less than \$250,000, the applicant shall obtain at least one professionally and independently prepared appraisal, ~~or, at its option, it may obtain two~~. For ~~each~~ parcel ~~of land~~ with an estimated land value of \$250,000 or more, the applicant shall obtain two professionally and independently prepared appraisals.

b) All appraisals shall be prepared by a State-~~e~~Certified General appraiser who ~~is listed on the Department of Environmental Protection, Office of Green Acres list of approved appraisers~~Green Acres has approved based on such appraiser's sample work product;

c) All appraisals shall be based on the highest and best use or the use intended subsequent to the conveyance of land, whichever is higher, and shall be submitted as prepared in the format supplied to the applicant by the Trust~~Self Contained Appraisal Reports as established in the Uniform Standards of Professional Appraisal Practice (Standards Rule 2-2), available from the Appraisal Foundation at 1029 Vermont Avenue, N.W., suite 900, Washington, D.C. 20005-3517 or on the web at <http://commerce.appraisalfoundation.org/html/USPAP2005/toc.htm>~~;

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- d) ~~Prior to starting the appraisal(s),~~ The appraiser(s) shall request a joint meeting with the Trust, ~~if necessary as determined by the Trust,~~ to discuss the scope of work and to visit the property ~~prior to starting the appraisal(ies);~~
- e) The applicant shall obtain a report by an engineer, architect, or other specialist to supplement the appraisal of the project site if the Trust determines that the unique nature of the property necessitates a cost approach to valuation; and
- f) The applicant shall submit to the Trust, in writing, any information it has that could affect the appraised value of the property.

12. Information regarding whether other approvals/permits are required for the applicant's project, as described under Section 5(B)(1), by Federal, interstate, State and local agencies; copies of all applications made for such approvals/permits; information regarding whether any such approvals/permits or denials have been received; and information regarding whether applicant's proposed project is consistent with the rules, plans, or policies of other Federal, interstate, State and local agencies;

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13. Verification that a copy of the application for the conveyance of land has been submitted to the clerk of the municipality, the clerk of the county, and the environmental commission in which the property proposed to be conveyed is located; all property owners within 200 feet of the property proposed to be conveyed; ~~non-profit conservation groups that support conservation and preservation of open space (a list is available at the Trust offices);~~ any group having expressed an interest in the property proposed to be conveyed; the individual(s) or group who donated the property to the Trust; and any governmental agency or agencies involved in the original conveyance of the property to the Trust. Verification may be done by means of a certified mail notice with return receipt requested; and

14. Any other information that the Trust determines in its discretion is necessary to evaluate whether the conveyance will satisfy the statutory goals of the Trust to preserve land in its natural state and protect elements of natural diversity/biodiversity and meet the criteria set forth in Sections 3 and 4 above.

C. Within 60 days of its receipt of an application, the Trust will either:

- 1. Notify the applicant that the application is complete; or
- 2. Notify the applicant that the application is incomplete and the applicant shall submit the information requested by the Trust.

- D. Copies of information submitted by the applicant in response to a notification that an application is incomplete shall be submitted to the same persons to whom copies of the application were initially distributed, as listed in Section 5(B)(13) above. Verification that this information was submitted may be shown to the Trust by means of a certified mail notice with return receipt requested.
- E. If an application is not complete within 90 calendar days after the receipt of the Trust's request for additional information, the Trust may cancel and return the application unless the applicant can demonstrate good cause for the delay in completing the application.
 - 1. All fees submitted with an application that is cancelled shall be nonrefundable, but will be applied toward resubmission of the application, provided that such resubmission is within one year of the date of cancellation.
 - 2. A resubmission of a previously cancelled application more than one year after the date of cancellation shall be accompanied by a new application and fee pursuant to Section 5(A), above.
- F. Once an application is declared complete and the applicant is notified by the Trust of the date of the open public meeting of the Trust at which the application shall be considered, the applicant shall:
 - 1. Provide newspaper notice of its application to the Trust at least 60 calendar days before the open public meeting of the Trust at which the application shall be considered in the official newspaper of the municipality in which the land to be conveyed is located and in a newspaper of general circulation; and
 - 2. Supply 15 copies of the complete application to the Trust.
- G. The newspaper notice required by Section F above shall include the following information:
 - 1. The name of the applicant;
 - 2. A description of the conveyance, replacement lands and project;
 - 3. The location of the conveyance, replacement lands and project (according to the tax map block and lot);
 - 4. The municipality and county in which the land to be conveyed is located;
 - 5. A statement that the application can be reviewed at either the municipal clerk's office or, by appointment, at the Trust's offices, at the address in Section 5(G)(6) below; and

6. A statement that the Trust will accept public comments on the application for 30 calendar days from the date of the published notice, and that public comment shall be sent to:

New Jersey Natural Lands Trust
~~22 South Clinton Avenue~~ 501 East State Street
~~Mail Code 501-04, P.O. Box 40420~~
Trenton, New Jersey 08625-040420

- H. Proof of the publication of the public notice required in Section 5(G), above, shall be submitted to the Trust at least 30 calendar days prior to the open public meeting at which the application shall be considered.
- I. The Trust shall provide copies of the complete application packet and a summary of public comment to each Board member prior to the open public meeting at which the application shall be considered.
- J. The applicant shall provide newspaper notice that its application is to be considered by the Trust at least 30 calendar days (as a legal notice) and again at 15 calendar days (as a paid advertisement) before the open public meeting at which the application shall be considered in the official newspaper of the municipality in which the land to be conveyed is located and in a newspaper of general circulation. The newspaper notice shall conform to the requirements of Section 5(G) 1 through 5 and shall indicate that there is an opportunity for public comment at the open public meeting. Written proof of the newspaper notices shall be submitted to the Trust no later than 48 hours before the meeting.
- K. The applicant shall send notice by certified mail with return receipt requested that its application is to be considered by the Trust 15 calendar days before the open public meeting at which the application shall be considered in the to those entities listed in Section 5(B)(13), above.
- L. The applicant shall be responsible for the costs of a Trust-appointed court stenographer for that portion of the public meeting during which the Board will consider the application for conveyance of land, and any other costs incurred by the Trust which are related to the hearing of the application. The applicant shall provide the Trust with a copy of the transcript of these proceedings.
- M. The Trust may require that the applicant provide any other information that the Trust determines in its discretion is necessary to respond to comments raised at the public meeting related to whether the conveyance will satisfy the statutory goals of the Trust to preserve land in its natural state and protect elements of natural diversity/biodiversity and meet the criteria set forth in Sections 3 and 4 above. The applicant shall provide any such information within a reasonable time frame as required by the Trust. If the requested information is not provided within the requested time frame, the Trust may cancel and return the application in accordance with Section 5(E) above.

N. The Trust will take final action on the application at an open public meeting in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-6.

6. The Trust-initiated land conveyance:

A. The Trust may initiate a land conveyance where it determines in its sole discretion that the conveyance of land shall facilitate management of lands of interest to the Trust and enhance preservation, restoration, improved stewardship and/or natural diversity/biodiversity of lands of interest to the Trust taking into consideration the factors listed in Section 4 above and provided:

1. That the transferee is a Local government unit, nonprofit or State or Federal agency that has as its primary purpose to acquire, administer, protect, develop and maintain lands for recreation and conservation purposes; that conservation restrictions shall continue to apply to the land being conveyed or such other assurances to ensure that the land being conveyed is retained in a natural condition appropriate for the conservation of soil, vegetation or wildlife and subject to such terms and conditions as may be deemed appropriate by the Trust; and that the document by which the land is transferred specifies this; or
2. That the land to be conveyed had been identified by the Board at a public meeting as a potential subsequent land conveyance at the time of the Trust's acquisition.

B. The Trust-initiated conveyance is subject to any and all restrictions in the deed that conveyed title in such lands to the Trust.

C. The Trust-initiated conveyance must be approved by the Board at a public meeting and comply with all conditions imposed by the deed that conveyed title in such lands to the Trust.

7. ~~7.~~ Severability

A. If any provision of these Guidelines or the application of these Guidelines to any person or circumstances is held invalid, the remainder of the Guidelines and the application of such Guidelines to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

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**The New Jersey Natural Lands Trust
LAND OFFERING FORM**

Site Name: Burlington Island-Burlington City/GA
ID#: 032-01

Donor(s): Green Acres, NJDEP
Address: PO Box 412
City, State, Zip: Trenton, NJ 08625
Phone: 609-984-0500
Agent/Contact: Terry Caruso

Municipality: Burlington City
County: Burlington
Quad Name:
Frontage:
Block: 230
Lot: 1
Acreage/dimensions: 242 acres
Zoning:
Assessed value: \$6,125,625.00
Annual taxes:

Improvements: None
Offer restrictions: None
Offer contingencies: None
ROWs or easements: Green Acres restrictions

Type of Acquisition: Agreement

Property taxes paid through end of year transfer: Yes
Property taxes paid by: Exempt

Farmland assessed: No

Estimated annual management costs:
Land management fund donation: N/A

Owner will prepare deed: Green Acres will prepare deed
Intended date of closing:
Owner will provide property survey & monuments: Green Acres will provide survey

Description of Offering

Burlington Island, or Matinicunk Island, the “Island of Pines,” as the Lenni Lenape called it, was allegedly the site of the first permanent European settlement on the Delaware River. In 1624 the West India Company of Holland sent a group of French-speaking Walloons to settle on the island but resettled them in Manhattan a couple of years later in an effort to consolidate the Dutch Colony.

Possession of the island changed hands several times until the English gained final control in 1675. In 1682, with the help of Burlington City resident Robert Stacy, the West Jersey Assembly passed an act granting the island to Burlington City to be rented for farming. The legislation directed that the rent collected would aid the education of children in Burlington City. In 1852 the state legislature chartered a board titled, “Managers and Treasurers of the Fund for the Education of the Youth in the City of Burlington.” The 8-member Board of Island Managers still operates today.

Shortly after the state chartered the Board, Burlington citizens permitted the managers to put the lower half of the island up for sale. The Burlington Island Land Association purchased the island property for \$20,100. For many years, the association tried to develop the island but in the late 1880s, it gave up and sold the land. In 1900 owner Mark Bassler developed it as a family picnic resort. He erected a pier, tables and a large open pavilion. He also had sand deposited upriver from the pier to form a beach. At the north end of his property, the city erected a fence. At this location, the resort managers built a large bath house and an ice cream stand. Reportedly 4,000 people visited the island in a single day during the 1902 season. By 1907 the park owners had established amusement rides on the island.

In 1917 Bassler sold the island amusement park. The new owners created “Island Beach Park,” an elaborate amusement park complete with a large wooden roller coaster called the Greyhound and a miniature railroad. This new park attracted thousands. At times, the river pier would have six and seven steamers waiting to unload passengers. In 1928 a fire all but destroyed the amusement park. One amusement that was salvaged--the Dentzel Carousel—is still being enjoyed today in Seaside Heights.

After the fire, the owners sold the former amusement park to the Hainesport Mining and Transportation Company, part of the Van Sciver Corporation, for sand mining. In April 1929 Warner Sand Company bought out Van Sciver, including its ownership of the island, and began mining operations in 1955. After the sand mining was completed in 1969, a large lagoon remained. Warner returned title to the property back to the City of Burlington instead of the Board of Island Managers. In 1971 the city had the mouth of the lagoon closed off from the river.

Over the past few decades, many developers have courted the island’s owners with proposals such as a golf course, a biblical theme park, and a history village. None of these proposals has panned out. Based on Burlington City’s acceptance of Green Acres funding over the years, the southern portion of the island has been on Burlington City’s Recreational and Open Space Inventory (ROSI) since 1980 and hence subject to Green Acres restrictions.

At present, there is no bridge connecting Burlington Island to the mainland. The only access to the closest mainland, over 300 feet away, is by boat.

Ecological Description

Burlington Island is a 432-acre island in the Delaware located between Bristol Borough, Pennsylvania and Burlington City, New Jersey. The offer includes the 242-acre southern portion of Burlington Island. Of the 242 acres, 129 acres is uplands and 113 acres is mudflats. More than half of the southern portion of the island is the lagoon that was created through sand mining. The remaining area is densely vegetated and contains two dredge spoil sites that are 30 to 40 feet high.

The northern portion of Burlington Island is 189 acres, of which 142 acres is uplands and 47 acres is mudflats.

The shoreline of the entire island provides foraging habitat for osprey, great blue heron, and, in places, peregrine falcon. The portion of the Delaware River surrounding Burlington Island is habitat for the federally and state endangered shortnose sturgeon.

Management Issues and Concerns

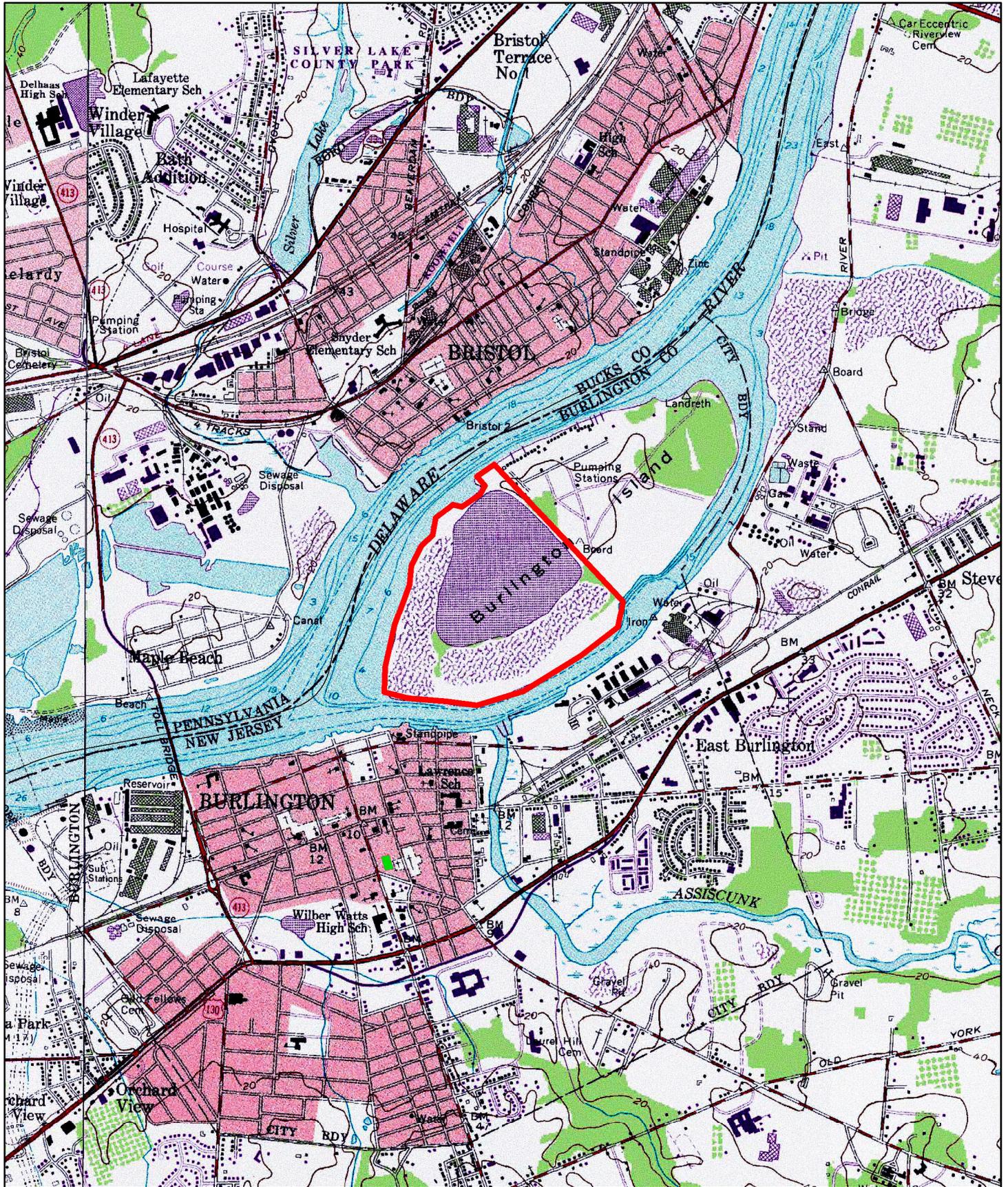
Staff has not yet inspected these properties. Since Green Acres will acquire the property, it will be evaluated and inspected by them for contamination and other potential hazards. Trust staff is aware of newspaper reports and YouTube videos regarding trespassing incidents on the island which will require further investigation in order to determine the full extent of our management concerns.

Acquisition Criteria

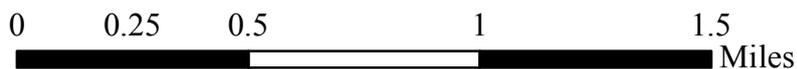
These properties meet the Board's acquisition criteria for Rare Natural Features since undeveloped Delaware River island habitat is limited.

Staff Recommendations

Provided that Staff is comfortable with the level of potential trespass as well as local law enforcement support based on further investigation, we recommend approval of this Green Acres Land Management Assignment as its Burlington Island Preserve. Staff also recommends approval of the northern portion of Burlington Island as the Burlington Island Project Area to facilitate the preservation of the entire island in the event the northern portion is offered for sale or donation in the future. As required by the Trust's Guidelines for Land Acquisition, lands within the Project Area that would present management concerns, such as structures, improvements or contamination or that would require the expenditure of Trust funds, would be brought to the Board for specific approval before acquisition.



**New Jersey Natural Lands Trust
 Burlington Island Preserve
 242 Acres, Burlington City, Burlington County**





New Jersey Natural Lands Trust
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