

**OPEN SPACE/FARMLAND PRESERVATION CONSULTING SERVICES**  
**SCOPE OF SERVICES**  
**2021-2022**

THIS AGREEMENT is made

**BETWEEN:** TOWNSHIP OF FRANKLIN, (hereinafter “Franklin”), a municipal corporation of the State of New Jersey, having an address at 1571 Delsea Drive, Franklinville, NJ 08322

**AND:** SOUTH JERSEY LAND & WATER TRUST, (hereinafter “SJLWT”), a New Jersey nonprofit corporation, having its offices and mailing address at 21 Main Street, Swedesboro, NJ 08085.

**TERMS**

1. Land Preservation:

SJLWT will provide a maximum of 291 hours of work on behalf of Franklin Township over a 12-month period, which is equivalent to about 24.3 hours per month, to assist Franklin with its acquisition and land preservation activities. It is understood that these hours will be provided on a flexible basis, in order that SJLWT can respond to circumstances as needed. Such assistance shall include the following types of activities, subject to the approval, direction, and supervision of SJLWT's Board of Trustees and of the Franklin Township Committee:

a. Landowner Outreach:

If needed, SJLWT will prepare and mail approved letters to resident landowners describing the township's interest in farmland and open space preservation and inviting the landowner to meet with SJLWT to discuss the landowner's needs. More than one letter will be sent to each landowner, as needed.

b. Landowner negotiations:

SJLWT will arrange a sit-down meeting with interested landowners and SJLWT. The meeting will focus on identifying the landowner interests and needs.

c. Structuring of acquisition transactions:

i) SJLWT will review the potential for meeting the landowner's needs through a preliminary assessment of land value. This will include identifying some of the

specific features of the land (e.g. wetlands) and talking to appraisers and to the county Preservation Program Coordinator.

- ii) SJLWT will present information on the preservation potential of the interested lands to the designated township committee(s), for approval on moving forward.
  - iii) SJLWT will work with the township solicitor to prepare a contract and will then meet with the landowner, to discuss, modify as needed, and finalize an agreement to preserve the land, subject to solicitor review and final township approval.
  - iv) SJLWT will help in determining the best funding source for each preservation project.
  - v) SJLWT will serve as a contact person with the county and state preservation programs, regarding funding and land acquisition grant application preparation and coordination, if needed.
  - vi) SJLWT will facilitate the finalizing of each project, including appraisals, survey, title search, and environmental assessment, in conjunction with the designated township committee(s), and appropriate township officials.
- d) Property and project area GIS mapping: SJLWT will provide GIS mapping of each property and project area.
- e) Such other services (provided same are reasonable and consistent with SJLWT's nonprofit mission) as shall be necessary from time to time at the direction of Franklin Township.

2. Confidentiality: It is expressly understood that all matters relating to property acquisitions shall be maintained on a confidential basis by SJLWT unless authorized to be released to the general public by Franklin Township. The foregoing shall not apply to discussions with landowners or their representatives with whom SJLWT is engaged in authorized direct negotiations. This covenant shall survive the termination of this Contract. Franklin Township must comply with all provisions of the New Jersey Open Public Records Act.

### 3. Contact With and Authority From Franklin Township

- a. In order to accomplish the tasks set forth above in an efficient manner, SJLWT shall, to the extent reasonably necessary and appropriate in order to properly carry out services, interact with and seek guidance from the designated township committee(s). For all day-to-day operational and general information matters, SJLWT shall contact the Township Administrator for legal authority.
- b. It is expressly understood and agreed by SJLWT that it can only convey policy and pricing matters which have a Township Committee approval; provided, however, that SJLWT may request at any time an opportunity to meet with the full Township Committee, and that SJLWT shall be entitled to rely upon such information concerning the status of Township Committee approvals and consensus (including, but not limited to,

information concerning authorized pricing and other contract terms) as may be communicated to SJLWT by those representatives of Franklin with whom SJLWT is authorized to deal.

SJLWT shall have no liability hereunder with respect to any negotiations undertaken by it on behalf of Franklin Township in good faith, and with a reasonably founded belief that the terms of agreement discussed in such negotiations have been authorized by Franklin Township.

#### 4. Financial Responsibilities

- a. Franklin Township will be responsible for the expense of direct mail, photocopying or printing of materials for landowner outreach and negotiation, for materials prepared for professional consultants (Surveyor, Appraiser, etc.), and for materials and costs undertaken at the specific request of the township's designated committee(s) or its governing body.
- b. Franklin Township will be solely responsible for the payment of all acquisition costs and ancillary expenses associated with the acquisition of land and easements as to which SJLWT has provided assistance, including, but not limited to, costs of environmental site assessment, property inspections, engineering and other tests and site investigations, appraisals, surveys, title searches, title insurance premiums, attorneys' fees, recording and filing fees, and other closing-related costs and expenses.
- c. SJLWT may not incur expenses on behalf of Franklin Township for acquisitions and ancillary expenses associated with the acquisition of land and easements without prior approval of Franklin Township.
- d. SJLWT will be responsible for all salary expense of the Preservation Coordinator. SJLWT will also be responsible for regular office expenses associated with the activities conducted on behalf of Franklin Township, including GIS mapping, photocopying, computer, telephone, paper, postage, and administrative support.

#### 5. Communication with the Public and with Landowners: The parties will inform the public and landowners of the cooperative nature of their efforts in the following ways:

- a. The SJLWT Coordinator will introduce himself or herself as a land trust consultant partnering with Franklin Township on land protection projects.
- b. Letters from the SJLWT Coordinator will be sent on Franklin Township letterhead. The SJLWT Coordinator may ghostwrite letters for Franklin officials or staff on Franklin letterhead, if so requested.
- c. Any press releases about specific preservation projects will be issued by Franklin Township although the SJLWT Coordinator may write the press release. Any press releases issued by SJLWT about its municipal assistance program in Franklin Township specifically will be submitted to the designated township committee(s) for advance approval.

6. Periodic Reports: SJLWT shall prepare and submit to the designated township committee(s) semi-annual written reports concerning SJLWT's activities under this Contract and progress toward implementation of the objectives of the Plan. The SJLWT Coordinator will attend township designated committee meetings, as needed, to report on progress and review projects.

7. Modification: This agreement is considered a working document. It can be modified at any time by mutual consent of both parties hereto, in writing.

8. Term: The term of this agreement shall be from October 15, 2021 through one calendar year to October 14, 2022, unless modified by mutual consent in writing, or unless the parties agree in writing to continue the staff assistance relationship described herein. Conversely, either party may terminate this staff assistance arrangement at any time on sixty (60) days written notice to the other. If no such notice is given, then this Contract shall continue for the balance of the term as aforesaid. In the event of termination, regardless of the cause thereof, the Consultant shall be paid for services performed through the effective date of termination. Payment of costs and expenses incurred to that date as per paragraph 4 a) and c) shall be binding upon Franklin Township and shall survive the termination or expiration of the Contract.

9. Payment and Payment Schedule:

- a. For all services described in Paragraph 1 above, Franklin Township shall pay SJLWT the sum of \$60 per hour for services rendered. It is understood that the time spent by SJLWT shall total no more than 291 hours, averaging about 24.3 hours per month for 12 months. Notwithstanding the foregoing, the total amount billed over the term of this Contract shall not exceed the sum of \$17,500 without prior approval by the Franklin Township Committee.
- b. All travel expenses to and from SJLWT's office for business conducted on behalf of Franklin Township will be reimbursed by Franklin Township at the standard annual IRS rate per mile.
- c. The consideration for SJLWT's services and reimbursable expenses shall be paid within thirty (30) days from Franklin Township's receipt of a complete and fully executed voucher. See Attachment A for a schedule of payments.

IN WITNESS WHEREOF, the parties have executed this Contract as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

TOWNSHIP OF FRANKLIN

\_\_\_\_\_  
Barbara Freijomil, Township Clerk

By: \_\_\_\_\_  
John Bruno, Mayor

SOUTH JERSEY LAND & WATER TRUST

By: \_\_\_\_\_  
Christine Nolan, Director

## Attachment A

### Schedule of Payments

<b>Invoices</b>	<b>Amount</b>
January 15, 2022 – For the first 3 months from the October 15 start date of contract	Hours spent during first 3 months of contract year and any reimbursement of approved expenses.  Travel expenses for first 3 months.
Repeat quarterly	Repeat quarterly