
Sea Bright Borough Municipal Public Access Plan

Submitted by: Sea Bright Borough

Date of Current Submittal: 6/5/2017

Approved by the New Jersey Department of Environmental Protection:

Date of NJDEP approval

Adoption by the City:

Prepared By:

Approval of this plan does not eliminate the need for any Federal, State, County or municipal permits, certifications, authorizations or other approvals that may be required by the Applicant, nor shall the approval of this plan obligate the Department to issue any permits, certifications, authorizations or other approvals required for any project described in this plan.

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Introduction

The intent of this document is to provide a comprehensive public access plan for the Sea Bright Borough which lays out their vision for providing access to tidal waters and shorelines within the municipal boundary. The development and implementation of this MPAP supports the policy of local determination of public access locations and facilities.

Public rights of access to, and use of, the tidal shorelines and waters, including the ocean, bays, and tidal rivers, in New Jersey are founded in the Public Trust Doctrine. First set by the Roman Emperor Justinian around A.D. 500 as part of Roman civil law, the Public Trust Doctrine establishes the public's right to full use of the seashore.

Through various judicial decisions, the right of use upheld by the Public Trust Doctrine has been incorporated into many state constitutions and statutes, allowing the public the right to all lands, water and resources held in the public trust by the state, including those in New Jersey. The NJDEP adopted new rules governing public access on November 5, 2012 that enable municipalities to develop and adopt MPAPs to govern public access within their municipality. This MPAP consists of an inventory of public access locations, and plans to preserve and enhance access based on community needs and State standards.

This plan was then developed in collaboration with the NJDEP, Public Works, Public Education, and the Beach, Public Relations, and Grants Department and was presented to the Planning Board on **date** and was approved for submission to the NJDEP on **date**. Upon receiving approval from the NJDEP on **date**, the MPAP was incorporated into the Land Use Element of the Master Plan by resolution on **date**, see Appendix 2. All public access decisions made within Sea Bright Borough after this date will be consistent with this plan.

Authority for Municipal Public Access Plans

The premise of the authorization of MPAPs is that public access to tidal waters is fundamentally linked to local conditions. The development of a MPAP enables the municipality to better plan, implement, maintain, and improve the provision of public access for its residents and visitor. Also, it informs and/or identifies public access requirements associated with any proposed development or redevelopment project. The MPAP was incorporated into the Sea Bright Borough Element of the municipality's Master Plan, in accordance with the Municipal Land Use Law (N.J.S.A 40:55D).

Sea Bright Borough is responsible for ensuring that public access to the tidal waters within the municipality is in accordance with this plan as adopted as part of the municipal Master Plan.

I. Municipal Public Access Vision

A. Overview of Municipality

Sea Bright is a small coastal community in Monmouth County which makes up the southern half of the Sandy Hook Peninsula. This borough is just four miles in length and spans an average of a quarter mile in width. Though it is small, Sea Bright is conveniently tucked

between the Atlantic Ocean and the Shrewsbury and Navesink Rivers which has made the town a haven for summer sports and activities.

Before Sea Bright formed as a municipality it was known as Nauvoo in the early 1840's. Nauvoo, a small fishing village, became a popular spot for visitors and soon became home to a hotel where sunbathers and fishermen would stay after arriving on steamboats from New York City. Not long after, a railroad and cottages were built and the borough began to transition into the residential town it is today.

Sea Bright hosts a year-round community but also includes several destinations for visitors to the beach town. Located between the Shrewsbury and Navesink Rivers which run to the west of the borough and the Atlantic Ocean which lies to the east, this town has a tremendous ability to provide public access to its waters. Its convenient location along Route 36 allows commuters a convenient means of travel but also allows visitors a quick route into the town to enjoy its amenities.

Sea Bright's beaches are accessible through clearly marked staircases along Ocean Avenue. These stairs, which take one over the iconic seawall, lead to unguarded beaches. If one wishes to swim and enjoy the surf with lifeguards and rescue personnel along with other amenities such as restrooms, the municipal beach is easily accessible. This beach is ideal for a family to enjoy a summer day together with a playground, picnic tables and storage lockers available for rental.

Sea Bright was an early participant with the Division of Fish and Wildlife for development and implementation of the beach management plan for federally protected species. This plan continues in place to guide activities on Sea Bright beaches, especially during nesting season.

Sea Bright, like many New Jersey towns, suffered severe impacts from Superstorm Sandy. The events from Sandy destroyed all public access in Sea Bright, ruined the dunes, and damaged the seawall in three places, leading to negative impacts on their business district. These impacts on Sea Bright were significant but the borough has worked to recover from the damage. With the seawall repaired and public access points restored there is, once again, significant opportunity for residents and visitors to enjoy the coast. These repairs are still underway, however. Sea Bright is fighting to bring back all of the amenities that once graced their beaches from showers and changing stations to lifeguard stations with locker rooms. Though the recovery process is long Sea Bright is enthusiastic about quickly returning its beaches and access points to pre- Sandy quality.

1. Public Access Description

Public Access in Sea Bright Borough is provided by the municipality and consists of access points and facilities including but not limited to lifeguarded beaches, public parking, public parks, outdoor showers, restroom facilities, a boardwalk, surfing areas and fishing areas. Sea Bright Borough protects and ensures public access through ordinances and zoning, beach

fees, community clean-ups, assistance from the Sheriff's Office Inmate Labor Program and conservation easements, access easements, and monthly inspections. Sea Bright Borough public access to the ocean can be reached from Ocean Avenue. Off of this road any visitor or resident can access the beach. Sea Bright Borough public access to the Shrewsbury River can be reached from Ocean Avenue, W. Front Street and most street-ends.

Municipal Beaches

There is the Sea Bright Municipal Beach which serves as the main access point for Sea Bright Borough's beaches and is a lifeguarded location with public parking, restrooms and outdoor showers (See Map - Zone 1 Public Access Location, #9). A secondary access point is the Anchorage, a lifeguarded location with public parking, bike racks, bathrooms and outdoor showers (See Map - Zone 1 Public Access Location, #14). These location do require beach badges during the regular season. The Sea Bright Municipal Beach is indicated by clear signage visible from Ocean Avenue, and the Borough implements paid parking during the summer season.

Beach Badge Access Additional

Beach badges also allow access to the public-use areas in front of the private beach clubs. These public-use areas are not lifeguarded and are considered unsupervised municipal beaches.

Other Locations

There are designated, marked, Public Access Stairways over the sea wall to reach the beach free of charge in seven locations across Sea Bright. These stairways lead to unprotected beach areas and do not feature facilities such as restrooms, showers or public parking. These beaches serve as locations for surfing and fishing in addition to general use.

Additionally, access is available to the tidal rivers at several points on the Navesink and Shrewsbury rivers for boating and fishing. In one location, by the Shrewsbury Bridge, a park is under construction to allow additional access to the river for fishing. This park presently provides benches and green space riverside. (see Table 1).

Before sand replenishment fishermen could fish from the seawall but today there is a beautiful beach west of the seawall which continues to provide space to fishermen. Beyond the opportunities for surf- fishing there are several locations along the river that can be enjoyed. These locations provide access to the water in residential areas. Parking is limited but is available on one side of most streets. Rivers may also be accessed by kayak for which Sea Bright provides a launch space to be used by the public.

Furthermore, the town stewards a small park, known as Swingbridge Park, along the river at the foot of Rumson Road which was destroyed by Superstorm Sandy and is in need of

reconstruction. Once repaired, this park can be used for fishing and to enjoy open space near the water.

The overall goal of this MPAP is to establish the Town of Sea Bright Borough's plan to maintain and enhance all existing public access locations to and along tidal waterways and their shores.

2. Map 1. Sea Bright Borough Tidal Waterways and Lands

Map 1 depicts all tidal waterways within the municipality's boundaries and all lands held by Sea Bright Borough.

Sea Bright, NJ - Tidal Waterways and Lands



B. Municipal Public Access Goals and Objectives

The following goals and objectives in this MPAP have been reviewed and are consistent with Sea Bright Borough's Master Plan:

1. Goals & Objectives

- i. To promote and preserve beach tourism and ocean recreation. This is in agreement with Master Plan goals to promote the conservation of open space and valuable natural resources along with encouraging the "retention of resort oriented commercial uses which take full advantage of the Borough's physical and geographic characteristics."
- ii. To improve amenities and encourage visitors to travel to Sea Bright for a full day trip. This goal is consistent with the borough's goal to promote resort oriented businesses and provide enough space in appropriate locations for recreational use and open space.
- iii. To encourage stewardship of the beach as a first line of defense in protecting Sea Bright and its public access and as valuable habitat for endangered species. The borough's Master Plan encourages the conservation of open space and valuable natural resources and prevents degradation to the environment. Using the beach as a first line of defense also agrees with the Master Plan goal that strives for security from disasters, especially from coastal storms and flooding.

In addition to those goals outlined within the Master Plan, Sea Bright Borough establishes the following State required goals specifically for public access:

- i. All existing public access shall be maintained to the maximum extent practicable.
- ii. Maintain safe and adequate access locations for fishing in those areas where fishing is safe and appropriate.
- iii. Provide clear informative signage for access locations.
- iv. Locations 25 and 26 on Map 2b are on private land which includes public access walkways that were made available through requirements of a permit.

Sea Bright Borough's Municipal Public Access Plan embraces and reflects these goals and will help preserve, protect, and enhance the public's ability to access the Public Trust lands which surround the City. The previous goals are compliant with the New Jersey Coastal Zone Management Rules (see N.J.A.C 7:7-1.1 (c)).

II. Public Access

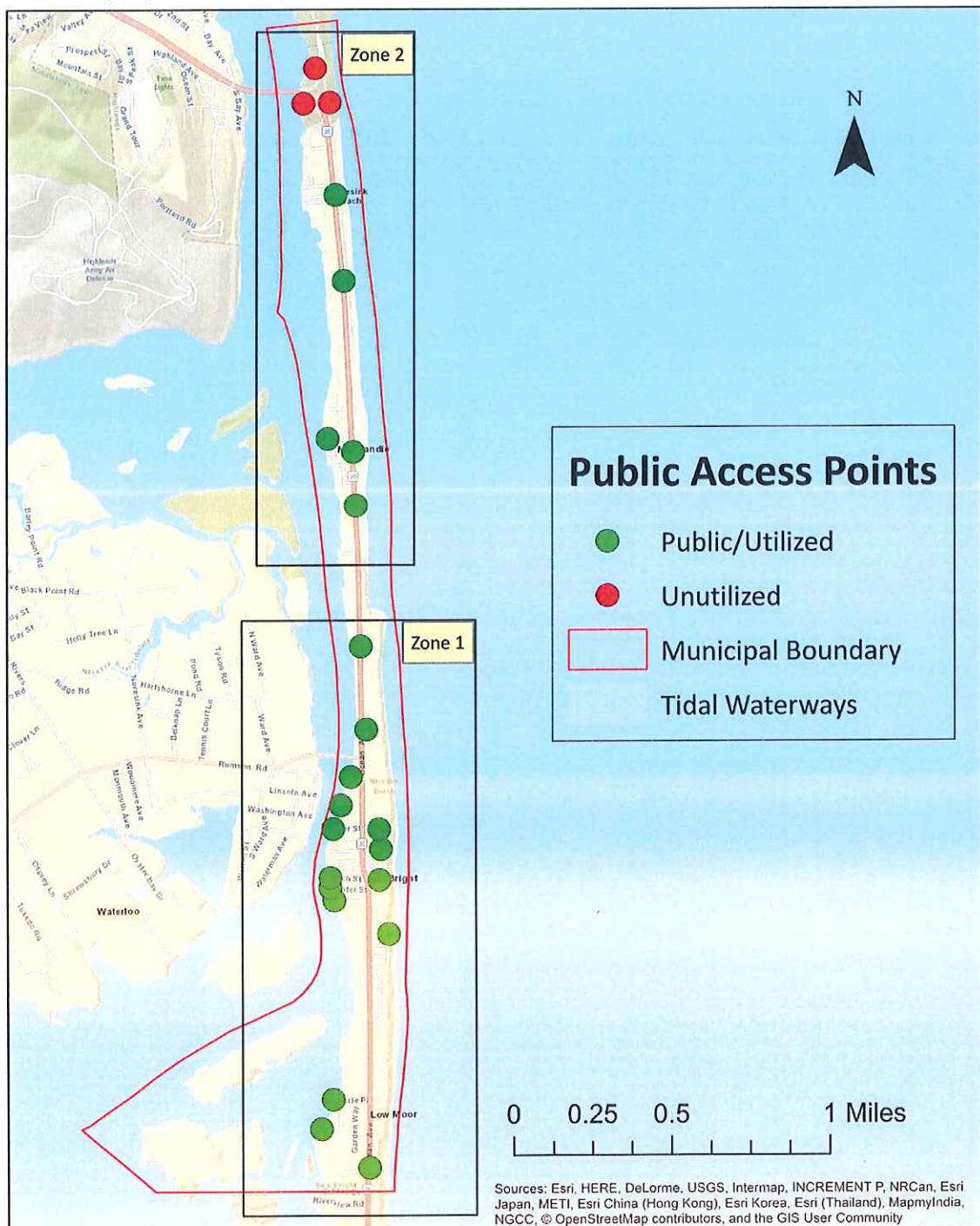
A. Public Access Locations

Map 2a-c Sea Bright Borough Public Access Locations, identifies an inventory of all public access locations within Sea Bright Borough, whether they are currently Utilized, Un-utilized,

or Restricted to the public, along with their attributes of improvements and activities. These points are encompassed by Zone 1 and Zone 2 as indicated on the map. See **Table 1**, located in Appendix 3, for detailed information for each location.

Map 2a: Sea Bright's Public Access Locations Zone 1 and Zone 2

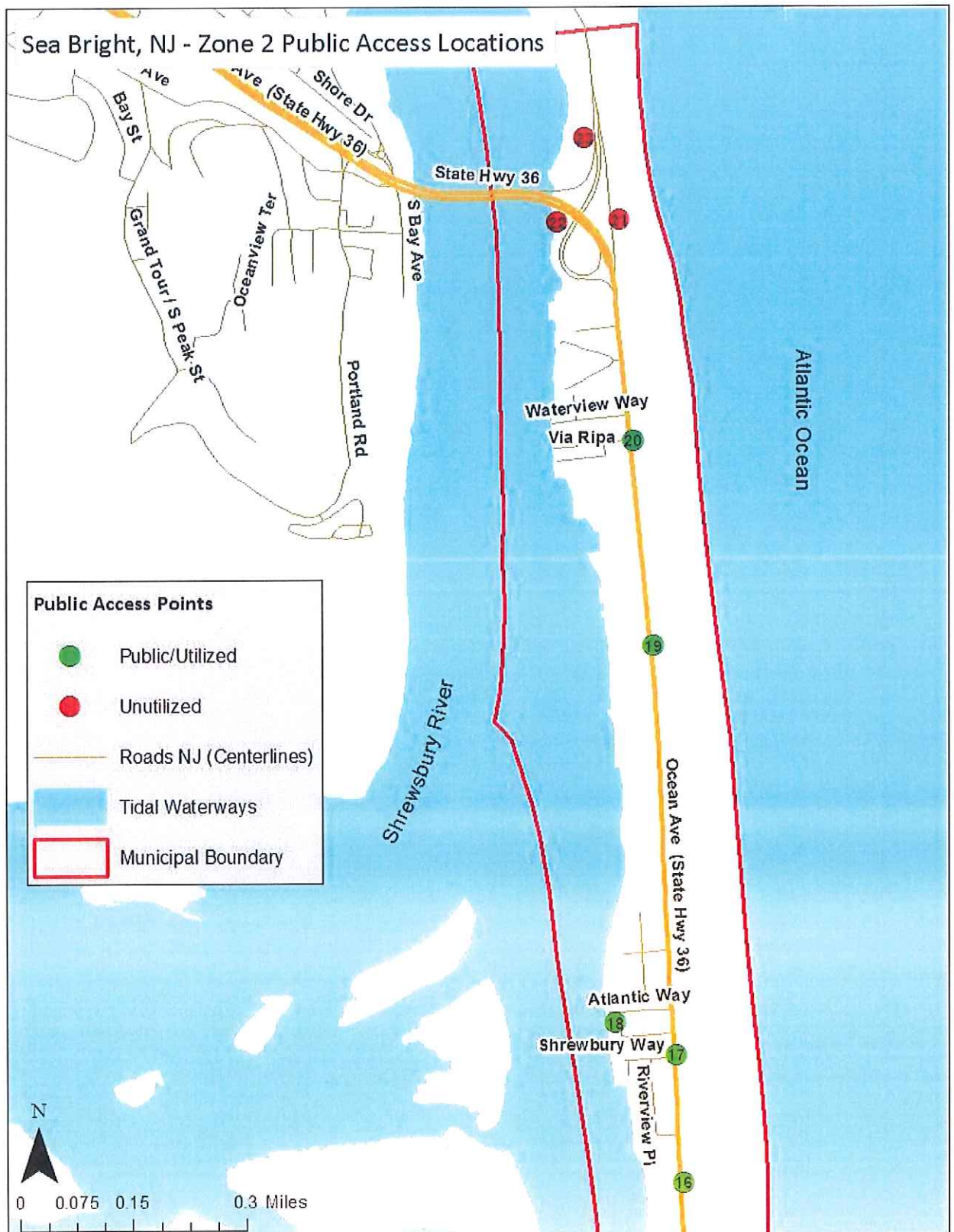
Sea Bright, NJ - Utilization



Map 2b: Sea Bright's Public Access Locations Zone 1



Map 2c: Sea Bright's Public Access Locations Zone 2



B. Improved Public Access Locations

Map 3a: Sea Bright Borough's Public Parking Inventory, Public Restroom Inventory and Handicap Accessibility Inventory

See **Table 1**, located in Appendix 3, for detailed information this location.





Map 3d: Sea Bright Borough's Public Access Signage Inventory

Sea Bright, NJ - Public Access Signage



C. Limitations to Public Access

The following limitations to public access currently exist:

The access season is described as Memorial Day to Labor Day. While in season, there will be a lifeguard on duty seven days from 9 a.m. to 5 p.m. The public will not be allowed to sit on municipal beaches unless a badge has been purchased and is visible during this time.

Along Ocean Avenue there are seven locations where the beach can be reached via a staircase over the seawall. These locations are not handicap-accessible, nor do they provide amenities such as restrooms. Furthermore, these beaches are not guarded.

Parking is a limitation to the public access in Sea Bright. Near the municipal beach there is a large lot available to the public for a minimal fee during the summer season. In the northern section of the town there is a significant reduction in parking availability with no municipal lots and very limited street parking. Out of the 20 utilized public access locations, 14 provide public parking nearby. Despite this availability there are only 3 public restrooms and only 3 locations that provide some form of handicap access.

Ordinance No. 3-2012 prohibits parking at any time on the following streets or parts thereof on the side designated:

Name of Street		Side		Location
Bellevue Place		Both		Entire length
East Surf Street		Both		Entire length
Front Street		West		Entire length
Mountainview Way		Both		Entire length
Sandpiper Lane		Both		Entire length and cul-de-sac
South Street		South		Entire length
Surf Street		North		Entire length
Village Road		Both		North section
Village Road		Both		South section
Village Road		West		East section
Waterview Way		Both		From westerly end of street eastward to intersection of North Way
Wayne Street		East		Entire length
Willow Way		Both		Entire length

III. Community Needs Assessment

Sea Bright Borough has performed a community needs assessment. The methods and results are described in the following section:

Sea Bright has completed its community needs assessment by creating an inventory which requires each access point be checked visually for amenities and safety. The town also hosted a meeting featuring several interest groups to determine their public access needs.

Swimmers and sunbathers can find the municipal beach which provides lifeguards so that the surf may be enjoyed safely. This beach also provides further rescue personnel and restrooms along with storage lockers to be rented. Sunbathers may extend their use all the way to the northern point of Sea Bright. While parking is centrally located by the municipal beach the sea wall may be traversed to reach other access locations. These additional locations are not guarded but may be used for activities other than swimming.

Surf fishing is available on the beaches in Sea Bright. There are also several locations where those wishing to fish may access the river. These locations are at street ends, however, and do not provide further facilities for fishermen. This group would benefit from further facilities including, but not limited to, a fish cleaning station for their use. With the park by the Shrewsbury Bridge (see Location #24 on Zone 1 Public Access Locations map) under renovation there are plans to include benches and a fish cleaning station so that fishermen have a more usable space. Fishermen have also noted that they would like additional parking for their use in other locations in Sea Bright.

There is a kayak launch on W. Front Street for anyone wishing to paddle. This launch is under plans for repair and will be improved. The town desires an additional kayak launch point in the northern part of Sea Bright. There are no municipal facilities for other boaters. The town desires a boat launch so that boats may be brought in and launched onto the river.

Handicap accessible locations can be found at the municipal beach. These beaches provide handicap accessible restrooms and showers along with ramps to ease access to the beach. Since there are only 3 locations that provide handicap access, expanding opportunities for handicap accessibility is a need of the community. This can be alleviated by providing more ramps along Ocean Avenue.

Beaches are easily accessible in several locations for those wishing to participate in board sports. Surfers do want a surfing- only beach established since the beach traditionally used for surfing is now being treated as a municipal beach with lifeguards on weekends.

Any visitor to Sea Bright will find daily beach badges available, restrooms and amenities for their comfort along with a great host of restaurants to provide food and drink. Adding another comfort station South of existing public restrooms would improve access to amenities.

Those visitors to Sea Bright who may not wish to park in the municipal lot located by the business district may find issue with parking availability in the Borough. The Public would benefit from additional street parking or lot parking in the northern section of Sea Bright. Map 3a provides a parking map of Sea Bright.

Out of the 22 utilized public access locations, 9 provide signage indicating that access to the waterfront is available. The municipality can add signage to the remaining 13 points to improve access to the waterfront.

IV. Implementation Plan

Sea Bright Borough has created an Implementation Plan composed of Priorities, Preservation of Public Access Locations, Signage, Proposed Access Improvements and Facilities, and Municipal Tools for Implementation as described in the following section:

A. Priorities

Sea Bright Borough developed the following priorities:

1. Maintain Existing Public Access

Sea Bright's main priority for public access is the preservation of all public access points. The Borough of Sea Bright is responsible for maintenance of the public access points funded through annual budget appropriations in beach utility as well as the Dune Maintenance Trust Fund. Given Sea Bright's location the borough faces challenges in light of flooding and storms. In order to protect its public access from these dangers the town has worked on improvements to its dunes. With the establishment of the Sea Bright Beach Dune Committee there have been several dune grass plantings and shim installations. This Committee has also created educational materials for the public so that the dunes will not be disrupted and will be able to protect the Borough of Sea Bright.

Another priority for Sea Bright's public access is to encourage visitors to experience Sea Bright and promote the Borough as a shore destination. This priority is being met through the rebuilding of beach facilities such as restrooms and showers. Improved access to the beach and rivers will improve tourists' desires to visit Sea Bright as well. Improving the kayak launch, providing amenities to fishermen and other projects will certainly meet the standards of this priority. Finally, in order to increase beach traffic without increasing traffic from cars and transportation, the Borough worked with Seastreak to link Sea Bright beach transportation with existing New York City ferry service, and has engaged in discussions to partner on providing shuttles to/from Sea Bright beaches from parking facilities located outside the Sea Bright city limits. The Borough has implemented a new streetscape to improve pedestrian safety and handicap accessibility.

a. Cost and Funding

Public access settlement funding may be utilized to create much needed additional parking and restroom facilities in north Sea Bright. Additional parking may also be acquired (on east side Ocean Avenue through Planning/Zoning Board approvals).

2. Preserving Public Access

Sea Bright has undergone steps to preserve public access to the waterfront. Tools and funding sources are outlined below.

a. Tools

First, beach access is preserved through township ordinances. Regulations for the beaches are provided in Chapter 66 of Sea Bright Borough's code. Specific to the preservation of beaches are the following ordinances-

"Beaches are to be preserved by whatever means are available to the municipality and as those that are set forth in the Chapter 130, Land Use." §66-10

"Development is prohibited on beaches except for development that has no prudent or feasible alternative in any area other than a beach, and that will not cause significant adverse long-term impacts on the natural functioning of the beach and dune system, either individually or in combination with other existing or proposed structures, land disturbances or activities. This article is to be read in concert with Chapter 130, Land Use, § 130-48E, as amended 11-1984, and the use regulations in B-3 zoning as set forth in § 130-49C(5)." §66-11

Furthermore, resolution 52-2014 provides protection for the dune walkovers which provide public access to Sea Bright's beaches. See in Appendix 3.

b. Cost and Funding

This project is being developed by Sea Bright Dune Advisory Program.

3. Proposed Locations and Facilities

Sea Bright's current public access provides 22 access points for visitors. The Borough is always looking to improve access for visitors and residents alike. The following addresses some of the proposed improvements:

a. River Access

Sea Bright recently gained stewardship to a park located along the Shrewsbury River on Ocean Avenue. This park will be undergoing changes including the installation of grass, benches and additional features. This park will add further maintenance responsibilities to the township which will be achieved by the Department of Public Works. These additional responsibilities provide fishermen with a more established location and allow the public a green space along the river.

Sea Bright stewards another small riverfront park, located south of the Rumson bridge, known as Swingbridge Park. This park was destroyed by Superstorm Sandy and will be rebuilt.

On Front Street there is a kayak launch for use by paddlers. This launch has been damaged through storms and regular wear and tear. This kayak launch will be repaired privately and will provide a public service; allowing paddlers a safe access point to the rivers that run along Sea Bright Borough.

In the north part of Sea Bright at Atlantic Way and Bellevue Place, there exists public access that can be improved to include a kayak launch allowing paddlers a safe access point to the river.

b. Beach Access

Moving toward the ocean side of Sea Bright there are additional improvements that will be made. First, the municipal beach will rebuild bathrooms, showers and changing rooms. This project will improve the beach significantly for all beachgoers and visitors. Maintenance for these facilities will be provided by the Department of Public Works.

Beach signage will also be updated. Signage indicating public beach access along Ocean Avenue is clear and marks each access point with a large blue sign noting "Public Access." These signs are accompanied by several informational signs. The Borough is updating this signage in order to consolidate information. This project is spear-headed by the Department of Public Works and will provide clear and concise signage to all beachgoers.

Sea Bright's seawall may be traversed by pedestrians. The wall, however, is not flat. This issue may be resolved with a promenade along the wall. This is one project which would allow any visitor or resident a comfortable walkway along the beach which leads from one beach entrance to another.

Sea Bright also proposed a public boat launch should adequate marina property become available. This would increase visitors to Sea Bright as it would become easy to access the rivers that run along Sea Bright. Boaters do not have a means of access in Sea Bright and the municipality is eager to provide that access.

With parking as a limitation for public access in Sea Bright there have been several proposals to improve the issue. First, Sea Bright has considered purchasing the land surrounding its public access stairwells to provide a small number of parking spaces at each access location. Second, the Borough has permitted private property owners to offer paid parking on lots that meet minimum requirements. This program will begin in summer, 2017.

a. Tools

Sea Bright adopted an ordinance in early 2017 which allows Seasonal Parking

Facilities on vacant lots located in the B1 and BR Zoning Districts, from Memorial Day through Labor Day, subject to reasonable conditions established by the zoning officer.

b. Cost and Funding

Cost and funding of a project usually is not determined until funding is made available to pursue a project.

B. Signage

A map of public access locations providing signage can be located in section II, B. Out of the 22 utilized public access locations, 9 provide signage indicating that access to the waterfront is available. The municipality can add signage to the remaining 13 points to improve access to the waterfront. The Department of Public Works is undergoing a project to provide signage at locations that lack this amenity.

**C. Army Corps of Engineers Requirements for Shore Protection Projects
(if applicable)**

Borough of Sea Bright has met the ACOE Requirements per agreement: see Appendix 4

V. Relationship to the Other Regional and State Plans

The Borough of Sea Bright MPAP has been reviewed for consistency with the following Regional and State Plans:

- Monmouth County All Hazard Mitigation Plan
- Sea Bright Borough Beach Management Plan for the Protection of Federally and State-Listed Species
- Borough of Sea Bright Master Plan
- Strategic Recovery Planning Report - Post Sandy - DCA

VI. Resolution of Incorporation

Borough of Sea Bright has approved a resolution for the incorporation of the MPAP. See Appendix 1 for the resolution.

APPENDIX 1

Model Resolution for Incorporating MPAP into Master Plan
(upon adoption the final resolution will replace this model)

Resolution # _____

Title: A RESOLUTION APPROVING THE MUNICIPAL PUBLIC ACCESS PLAN

WHEREAS, the *{municipality name}* Municipal Public Access Plan (MPAP) was submitted to the Township Council and reviewed at the regular meeting of *{date}*, and

WHEREAS, the governing body has approved the plan as submitted, and

WHEREAS, the governing body recognizes the need to make the MPAP an authorized component of municipal decision-making by incorporating it into the municipal master plan,

NOW, THEREFORE, BE IT RESOLVED by the *{municipality governing body}* of *{municipality name}*, the "*{municipality name}* Municipal Public Access Plan," a copy of which is attached, is hereby approved.

FURTHER RESOLVED, the MPAP shall be incorporated into the municipal master plan within *{element}*.

FURTHER RESOLVED a copy of the plan shall be sent to the New Jersey Department of Environmental Protection for review and approval in accordance with N.J.A.C.7.7 and 7.7E.

I hereby certify the foregoing to be a resolution adopted by the *{governing body}* at a meeting held on *{date}*.

Municipal Clerk

Appendix 2

Public Access Table

Table 1 Sea Bright Borough Public Access Location Amenities

ID	Review Type	Signage	Parking	Street	Cross St	Badge	Swim	Fish	Surf	Playground	Park	Pier	Boat Launch	Marina	Food	Rest Rm.	HC	Shore	Access	Comments
1	Public	Y	N	Ocean Ave	-	Y	N	Y	Y	N	N	N	N	N	N	N	N	Ocean	Beach/Fishing	
2	Public	N	Street, Free	Island View Way	Ocean Ave	N	N	Y	N/A	N	N	N	N	N	N	N	N	River	Fishing, Visual	
3	Public	N	Street, free	Imbrie Pl	Ocean Ave	N	N	Y	N/A	N	N	N	N	Y	N	N	N	River	Fishing, Visual	
4	Unutilized	N	N	Marius Ln	Ocean Ave	Y	N	Y	Y	N	N	N	N	N	N	N	N	Ocean	Beach, Fishing	
5	Public	N	Street, Free	Osborne Pl	Ocean Ave	N	N	Y	N/A	N	N	N	N	N	N	N	N	River	Fishing, Visual	
6	Public	N	Street, Free	Center St	Ocean Ave	N	N	Y	N/A	N	N	N	N	N	N	N	N	River	Fishing, Visual	
7	Public	Y	Lot, Free	Wayne St	Ocean Ave	Y	Y	Y	Y	N	N	N	N	N	N	Y	Y	Ocean	Beach, Fishing	
8	Public	N	Street, Free	Beach St	Ocean Ave	N	N	Y	N/A	N	N	N	N	N	N	N	N	River	Fishing, Visual	
9	Public	Y	Lot, Pay	E Church St	Ocean Ave	Y	Y	Y	Y	Y	N	N	N	N	N	Y	Y	Ocean	Beach, Fishing	Sea Bright Municipal Beach
10	Public	Y	Lot, Pay	River St	Ocean Ave	Y	Y	Y	Y	N	N	N	N	N	N	N	N	Ocean	Beach, Fishing	
11	Public	N	Street, Free	River St	Ocean Ave	N	N	Y	N/A	N	N	N	N	N	N	N	N	River	Fishing, Visual	
12	Public	N	Street, Free	Peninsula Ave	Ocean Ave	N	N	Y	N/A	N	N	N	N	N	N	N	N	River	Fishing, Visual	
13	Public	N	Street, Free	Ocean Ave	B/N Rumson Rd & Peninsula Ave	N	N	Y	N/A	N	N	N	N	N	Y	N	N	River	Fishing, Visual	Rooney Park
14	Public	Y	Lot, Pay	Ocean Ave	-	Y	Y	Y	Y	N	N	N	N	N	N	Y	Y	Ocean	Beach, Fishing	Guarded on weekends only
15	Public	Y	Lot, Pay	Ocean Ave	-	Y	Y	Y	Y	N	N	N	N	N	N	N	Y	River	Beach, Fishing	Sand's Beach Club Parking Lot
16	Public	Y	N	Ocean Ave	B/N Grand Point Way & Riverview Pl	Y	N	Y	Y	N	N	N	N	N	N	N	N	Ocean	Beach, Fishing	Middle Pump Station
17	Public	N	N	Shrewsbury Way	Ocean Ave	Y	N	Y	Y	N	N	N	N	N	N	N	N	Ocean	Beach, Fishing	
18	Public	N	N	Bellevue Pl	Atlantic	N	N	Y	N	N	N	N	N	N	N	N	N	River	Fishing, Visual	

19	Public	Y	N	Ocean Ave	Ave	Y	N	Y	Y	N	N	N	N	N	N	N	Ocean	Beach, Fishing
20	Public	Y	N	Ocean Ave	Ripa Way	Y	N	Y	Y	N	N	N	N	N	N	N	Ocean	Beach, Fishing
21	Unutilized	-	-	Ocean Ave	-	-	-	-	-	-	-	-	-	-	-	-	Ocean	-
22	Unutilized	-	-	Ocean Ave	-	-	-	-	-	-	-	-	-	-	-	-	Bay/River	-
23	Unutilized	-	-	Ocean Ave	-	-	-	-	-	-	-	-	-	-	-	-	River	-
24	Public	N	N	Ocean Ave	-	N	N	Y	N/A	N	N	N	N	N	N	N	River	Fishing, Visual
25	Public	Y	Street, Free	Tradewinds Lane	-	N	Y	Y	Y	N	N	N	N	N	N	N	Ocean	Beach, Fishing
26	Public	Y	N	Ocean Ave	-	N	Y	Y	Y	N	N	N	N	N	N	N	Ocean	Beach Fishing

Explanation of table:

SIGNS: Does the location provide signage identifying the location as a point of public access? YES or NO

PARKING: Is there parking for the location/facility? YES or NO

STREET: On what street is the public access located?

CROSS_STREET: What is the cross street where this location is located?

BADGE: Are there times when a badge is required to use this location? YES or NO

SWIMMING: Is swimming permitted at this location? YES or NO (Limitations on swimming, such as hours, lifeguards, etc., are discussed in Section II.B and C)

FISHING and SURFING: Is fishing/surfing permitted at this location? YES or NO (Limitations/restrictions are discussed in the Section II.B and C)

PLAYGRD, PARK, PIER, BOATLUNCH, MARINA, RESTRMS: Does this location include these amenities? YES or NO

H_C: Is this location handicap accessible? (Not necessarily ADA Compliant) YES or NO (The level of accessibility is be discussed in Section II.B and C)

SHORELINE: What shoreline does this location inhabit? Ocean, Bay, or River

ACCESS_TYPE: Describe the type of access: Physical or Visual

APPENDIX 3
RESOLUTION NO. 52-2014
ESTABLISHING PUBLIC DUNE CROSSOVERS

Councilmember Leckstein introduced and offered for adoption the following Resolution: seconded by Councilmember LoBiondo

WHEREAS, when establishing a protective dune system there needs to be crossovers to provide access over the dunes to the water, and

WHEREAS, to maintain a coherent and protective dune system there needs to be limits to the number of crossovers so the integrity of the dune system is maintained, and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Sea Bright, County of Monmouth that it does hereby adopt the recommendation of the Dune Committee in establishing public crossovers at the following locations:

	BLOCK	LOT	LOCATION
1.	Block 4	Lot 1	1500 Ocean Avenue (Sunrise)
2.	Block 4	Lot 4	1490 Ocean Avenue (Island View)
3.	Block 4	Lot 7.11	9½ Tradewinds Lane (Tradewinds)
4.	Block 5	Lot 63.01	End of Sandpiper Lane (Sea Bright Village)
5.	Block 7	Lot 6	1187 Ocean Avenue, east side - across from Osborne Place
6.	Block 7.3	Lot 5.01	1201 Ocean Avenue (Runaway Beach)
7.	Block 23	Lot 11	east side – across from 934 Ocean Avenue (Anchorage Beach)
8.	Block 23	Lot 16	east side – across from 766 Ocean Avenue (Seabridge)
9.	Block 23	Lot 27	east side – across from 700 Ocean Avenue (Grand Point Way)
10.	Block 23	Lot 36	east side – across from 640 Ocean Avenue
11.	Block 23	Lot 61	east side – across from 568 Ocean Avenue & Shrewsbury Avenue
12.	Block 23	Lot 95	east side – across from 420 Ocean Avenue
13.	Block 23	Lot 103	east side – across from 370 Ocean Avenue
14.	Block 23	Lot 106	east side – across from 314 Ocean Avenue (Oceanfront Rest.)
15.	Block 23	Lot 113	east side – across from 280 Ocean Avenue
16.	Block 23	Lot 115	east side – across from 250 Ocean Avenue (Riveredge)
17.	Block 23	Lot 123	east side – across from 224 Ocean Avenue (Via Ripa)
18.	Block 23	Lot 129.01	east side – across from 174 Ocean Avenue (Lands End)
19.	Block 23	Lot 134	east side – across from 150 Ocean Avenue (Gaitor's)

BE IT FURTHER RESOLVED that these locations will be reviewed annually and when appropriate make additions and deletions; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the following:

1. Dune Committee, Chair

Roll Call: Bills, Keeler, Kelly, Leckstein, LoBiondo, Murphy
YES YES absent YES YES absent

March 4, 2014

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STATE AID AGREEMENT

BETWEEN

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

THE BOROUGH OF SEA BRIGHT

PROJECT NO. 6072-R2-12

SANDY HOOK TO BARNEGAT INLET,

SECTION I - SEA BRIGHT TO OCEAN TOWNSHIP, NJ

BOROUGH OF SEA BRIGHT SECTION 2nd PARTIAL RENOURISHMENT

BEACH EROSION CONTROL PROJECT

THIS AGREEMENT made and executed this 10th day of November, Two Thousand and Twelve BY AND BETWEEN THE BOROUGH OF SEA BRIGHT, a Municipal Corporation in the County of Ocean, New Jersey, hereinafter called the "Municipality", and the STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION, hereinafter called the "Department", OFFICE OF ENGINEERING AND CONSTRUCTION, hereinafter called the "Office".

WHEREAS, The Water Resources Development Act of 1986, Public Law 99-662, as amended by the Water Resources Development Act of 1999, Public Law 106-53, authorized the federal government, ("Government"), through the Army Corps of Engineers to participate in the construction and the periodic sand renourishment of a fifty-year beach erosion control project, Sandy Hook to Barnegat Inlet, Section I - Sea Bright to Ocean Township, New Jersey; and

WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended, and Section 103 of the Water Resources Development Act of 1986, Public law 99-662, provide that the Secretary of the Army shall not commence construction of any water resources project, or separable element thereof, until each state sponsor has entered into a written agreement to furnish its required cooperation for the project; and

WHEREAS, the Office and the Army Corps of Engineers have entered into a Local Cooperation Agreement, ("LCA"), attached hereto as Appendix A, for the initial construction and the periodic renourishment of the federally authorized fifty year beach erosion control project from Sandy Hook to Barnegat Inlet, Section I - Sea Bright to Ocean Township, New Jersey; and

WHEREAS, the Office and the Municipality desire to enter into this State Aid Agreement for the construction of components of the Sandy Hook to Barnegat Inlet, Section I - Sea Bright to Ocean Township, New Jersey Beach Erosion Control Project, construction of a beach and storm damage reduction project in the Borough of Sea Bright, Monmouth County, New Jersey, including periodic renourishment, at intervals specified in the LCA, along the ocean shorefront; if required, and performance of all other obligations set forth in the LCA; and

WHEREAS, the initial beachfill in the Municipality was completed in November 1995, the first partial renourishment of the Municipality was completed in December 2002; and

WHEREAS, the proposed second partial renourishment of the Borough of Sea Bright and the third partial renourishment of the Borough of Monmouth Beach will be performed under one contract, with the two municipalities each paying for 50% of the overall mobilization costs; and

WHEREAS, the Office has the full authority to perform all of its responsibilities for the project under New Jersey State Law PL 92, c. 148; PL 95, c. 164 and N.J.S.A. 12:6A-1, et seq.; and

WHEREAS, the Municipality has the full authority to perform all of its responsibilities for the project under N.J.S.A. §§ 40:56-1, et seq., 40:69A-1, et seq., and 40A:12-1, et seq. and the applicable municipal code, and the Mayor of the Municipality is duly authorized to enter this Agreement; and

WHEREAS, the cost sharing of the initial construction and periodic renourishment over the fifty-year life of the project is 65% federal and 35% non-federal as set forth in the LCA; and

WHEREAS, 75% of the non-federal share will be paid by the Office and the remaining 25% will be paid by the Municipality, as per the Project Cost Analysis attached hereto as Appendix B; and

WHEREAS, the municipality has approximately 545 parking spaces which are a mixture of permit and non-permit spaces on the public streets within ¼ mile inland of the project area and approximately 550 parking spaces available at the three (3) public parking lots; and

WHEREAS, there are eleven (11) sets of public access stairs leading to the beachfront over the seawall at the following locations: one (1) across from Sunrise Way, two (2) at Tradewinds Lane, one (1) behind the Borough Hall parking lot, two (2) locations at the municipal public parking lot, one (1) at Anchorage Beach parking lot, one (1) south of Riverview Way, one (1) across from Shrewsbury, one (1) across from Fairbanks Motel, and one (1) across from Via Ripa; and

WHEREAS, the Municipality provides portable restrooms at the Anchorage Beach public parking lot, a restroom structure at the municipal parking lot, and restroom at the municipal building; and

WHEREAS, the expenditure of public funds is conditioned upon compliance with the State of New Jersey Department of Environmental Protection's Coastal Zone Management rules and all other applicable laws, rules and regulations;

NOW THEREFORE, both parties hereto do mutually agree as follows:

(1) Municipality has provided perpetual easements for the properties listed in Appendix C and, in accordance with the terms of Appendix D, necessary for public access to and use of the entire beachfront and tidal lands. These easements shall also provide construction access necessary for initial construction and maintenance, including providing access to the Office, the Department, and the Army Corps of Engineers, their representatives, agents, contractors and assigns. Municipality shall provide through this easement, the access necessary to ensure the protection of threatened and endangered wildlife and vegetation, to the Office, the Department, and the Army Corps of Engineers, their agents, employees, and contractors. The certification that perpetual easements in accordance with Appendix D have been obtained and recorded shall be provided to the Office prior to the Department issuing a Right-of-Entry to the Army Corps of Engineers, which is required by the Army Corps of Engineers prior to contract award.

(2) Nothing in this agreement shall be read as obligating the Municipality to exercise Eminent Domain, or otherwise enter into or defend against litigation of any nature, in furtherance of the Municipality's responsibility to obtain the perpetual easements required by this agreement. It is likewise understood that should the Municipality be unable or unwilling to obtain a perpetual easement for any specific property, then in such an event, the Office, the Department and the Army Corps of Engineers, their representatives, agents, contractors and assigns, shall be relieved of any obligations under this agreement with respect to that specific property for which the perpetual easement was not obtained. If, however, the Office, the Department or the Army Corps of Engineers, wish to pursue the perpetual easement by litigation, they are free to do so. To the extent any monies contributed by the Municipality under this agreement were intended for renourishment of a specific property for which a perpetual easement was ultimately not obtained, therefore removing that specific property as a location where renourishment will actually take place, a refund of those funds will be made to the Municipality. If the Municipality cannot obtain a specific property easement, the Government, Department, and Office reserve the right to review the scope of the project, or portions thereof, and may make a determination not to award all, or certain portions thereof of the project, if the engineering integrity of the project could be compromised.

(3) In satisfying its obligations in this Agreement, the Municipality shall comply with all of the Department's Coastal Zone Management rules (N.J.A.C. 7:7E-1 et seq.) including but not limited to: Dunes (7:7E-3.16); Overwash Areas (7:7E-3.17); Coastal High Hazard Areas (7:7E-3.18); Erosion Hazard Areas (7:7E-3.19); Beaches (7:7E-3.22); Endangered or Threatened Wildlife or Plant Species Habitat (7:7E-3.38); and Coastal Engineering (7:7E-7.11).

(4) All public access resulting from the operation of this Agreement shall be provided in a nondiscriminatory manner in accordance with law.

(5) If the Municipality does not fully comply with the above requirements the Municipality will be in breach of its obligations under this Agreement unless the Office, in its sole discretion, determines to extend the time for compliance. If the Office elects not to extend the time for compliance, the Municipality will be deemed in breach, and the Office may exercise any remedy available to it under this Agreement or at law or equity, including a remedy to require specific performance by the Municipality of its obligations under this Agreement.

(6) The Municipality as a public entity recognizes its continuing obligation to ensure compliance with the Public Trust Doctrine in accordance with the laws of the State of New Jersey.

(7) Bulldozing, excavation or mechanical alteration of any dune is strictly prohibited, except as permitted by the Department's Standards for Beach and Dune Activities (N.J.A.C 7:7E-3A).

(8) The Municipality, pursuant to the Endangered Species Act (16 U.S.C. 1531, et seq.), its implementing regulations (50 CFR Part 17), and U.S. Fish and Wildlife Service documents entitled, "Biological Opinion On The Effects Of Completion of Section I and II of the Atlantic Coast of New Jersey Beach Erosion Control Project Sea Bright to Manasquan, Monmouth County, New Jersey on the Piping Plover (*Charadrius melodus*) and Seabeach Amaranth (*Amaranthus pumilus*)" shall continue to implement the expired federally approved management plan entitled "Borough of Sea Bright Management Plan for the Protection of Federally and State-listed Species" for the entire municipality. Once Sea Bright is in receipt of the revised plan from the State, the municipality has 60 days to comment back to the State on the plan and an additional 60 days to finalize the plan.

(9) The Municipality shall allow the Army Corps of Engineers, the Office, the Department and their representatives, agents, contractors and assigns the right to access and conduct project operations along the beachfront during and after periods of construction, surveillance, monitoring, engineering and environmental data collection and for protection of threatened and endangered wildlife and vegetation. Project operations shall include any activities necessary for effecting or verifying any provisions of this Agreement.

(10) The Office will pay 75% of the non-federal portion of the funding for the construction of this project and the Municipality will pay 25%, as per the Project Cost Analysis at Appendix B. The Municipality's share is to be paid to the Office in accordance with (11), (12), and (13) below. The cost of the Ecosystem Monitoring and Engineering Monitoring necessary for the project is not part of the cost to be shared under this Agreement. Ecosystem Monitoring and Engineering Monitoring costs will be shared between the Army Corps of Engineers and the Office, as required in the ICA.

(11) The total cost of the entire project over 50 years is estimated at \$202,000,000.00 based upon the October 1991 price level and anticipated inflation, per the LCA. This cost includes the initial sand placement on the beach, and any additional work, if necessary and periodic sand renourishment at intervals specified in the LCA, along the ocean shorefront from Sea Bright to Ocean Township, if required. The estimated 35% non-federal share for the project is 70,700,000.00.

(12) The estimated overall construction cost for the 2nd partial renourishment in Sea Bright and the 3rd partial renourishment in Monmouth Beach is \$19,000,000.00. The estimated cost for the Borough of Sea Bright portion of the project is \$9,600,000.00. This cost includes mobilization and demobilization, the sand placement on the beach, Corps administrative overhead, and any additional work as necessary. The estimated 35% non-federal local sponsor share for the Borough of Sea Bright section is \$3,360,000.00. The estimated total 25% cost to the Borough of Sea Bright is \$840,000.00. Please refer to Appendix B for the estimated costs. The Office will invoice the Municipality for the Municipality's 25% share of the cost of each phase of the project.

(13) The Municipality's 25% share of the projected cost of the initial construction portion of the project is due to the Office prior to the Army Corps of Engineers award of the contract. The Office will not authorize the Army Corps of Engineers to commence the construction of the project until the Municipality pays to the Office the Municipality's 25% share of the contract amount.

(14) All project costs are estimates subject to adjustment by the Federal Government, increases or decreases in equipment and material costs, and inflation, and are not to be construed as the total financial responsibilities of the Federal Government, the State as the Non-Federal Sponsor and the Municipality. The cost of the project may increase due to the erosion of the beachfront, increased quantity of sand required, and cost for construction. The cost of the project may increase due to requested betterments, i.e. additional work to the project paid for at 100% cost by the non-federal sponsor at a 75%/25% cost share or 100% by the Municipality for non-shore protection work. The final cost will be based on actual cost as documented by records maintained by the Office and Army Corps of Engineers. The Office will invoice the Municipality for the Municipality's 25% share of any increase in project cost, prior to the closeout of the construction contract for a particular phase of the project. Payment shall be made by the Municipality within 30 days of its receipt of the invoice, unless a longer time period is agreed to by the Office.

(15) If the Municipality fails to provide its share of the funding in the time and manner required or otherwise breaches any obligation under this Agreement, then the Office reserves all legal recourse including but not limited to seeking injunctive relief to force compliance or commencing an action in a court of appropriate jurisdiction to obtain an accounting and to recover the State's share of any funds provided to the Municipality under this Agreement, plus interest, legal costs and other expenses. If the Municipality fails to provide its share of the funding in the time and manner required or otherwise breaches any obligation under this Agreement, the Office reserves the right to cease its performance under this Agreement. Further, if the Municipality fails to provide its share, or any portion thereof, of the funding in the time and manner required, the Office reserves the right to withhold from the Municipality payment of funds for present or future work on any phase of the Project necessary for the Office to recover that share of the funding that the Municipality has failed to provide. Prior to instituting any action under this provision, the Office shall serve the Municipality with a written notice of the violation of the Agreement and the Municipality shall have 60 days to cure any breach or nonpayment. In addition, if the Municipality fails to perform in accordance with this Agreement, its eligibility for future shore protection funds may be impacted.

(16) If the Office fails to receive annual appropriations or the federal share provided for under the LCA in amounts sufficient to meet the Office's project costs for the then current or upcoming fiscal year, the Office shall so notify the Municipality in writing, and 60 days thereafter either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. Such suspension shall remain in effect until such time as the Office receives sufficient appropriations or until either party elects to terminate this Agreement. Any such termination shall not relieve the parties of liability for any obligation previously incurred.

(17) All notices under this agreement shall be sent in writing to:

For the Office:

Dave Rosenblatt, Administrator
Office of Engineering & Construction
1510 Hooper Avenue, Suite 140
Toms River, New Jersey 08753

For the Municipality:

Dina Long, Mayor
Sea Bright Borough
1167 Ocean Avenue
Sea Bright, New Jersey 07760-2206

The Municipality herein represents that it has complied with all conditions and obligations imposed by any prior State Aid Agreement with the Department or the Office or has entered into a compliance schedule, which is made a part of this Agreement and is attached hereto.

(18) The waiver of a breach of any of the terms or conditions of this Agreement by the Office shall not constitute a waiver of any subsequent breach. Any consent by the Office to a delay in the Municipality's performance of any obligation shall apply only to the particular transaction to which the consent to delay relates, and it shall not be applicable to any other obligation or transaction under this Agreement.

(19) In the event that any one or more of the provisions of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this Agreement invalid or unenforceable and the remaining provisions hereof shall remain in full force and effect.

(20) Nothing contained herein shall be construed so as to create rights in any third party.

(21) This agreement will take effect upon execution by all parties and will remain in effect, except as otherwise provided in the Agreement, and can be amended by agreement of the parties.

(22) This Agreement may be executed in counterparts.

(23) If any provision of this Declaration or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Declaration and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

(24) This Agreement shall be interpreted in accordance with the laws of the State of New Jersey.

(25) Once the project is complete, the Municipality is responsible for all future maintenance and costs associated with upkeep and repair of the project between federal renourishment cycles. In order to perform certain beach and dune maintenance activities, the Municipality must have a valid beach and dune maintenance permit issued from the Department's Division of Land Use Regulation.

(26) All parties understand and agree that the intent of this project is to provide shoreline stabilization and storm damage reduction along the Atlantic Ocean. This project has been designed by the U.S. Army Corps of Engineers. Due to natural forces and/or changing conditions, there is no guarantee that the beachfill will maintain its engineering integrity and effectiveness post construction.

IN WITNESS WHEREOF, the Municipality and the Office have hereunto set their respective names on the day and year first above written.

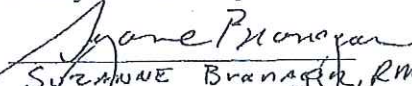
BOROUGH OF SEA BRIGHT

ATTESTED:

BY 

The Honorable Dina Long
Mayor

Borough of Sea Bright



Suzanne Brannagh, RMC
Deputy Borough Clerk
Borough of Sea Bright

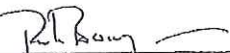
STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF ENGINEERING & CONSTRUCTION

ATTESTED:

BY 

Dave Rosenblatt
Administrator
Office of Engineering & Construction

APPROVED:

BY 

Rich Boornazian
Assistant Commissioner
Natural & Historic Resources

The aforementioned agreement has been reviewed and approved as to form.

Jeffrey S. Chiesa
Attorney General of New Jersey

BY 

Deputy Attorney General