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# **BOROUGH OF LONGPORT**

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## **Municipal Public Access Plan**

**FINAL**

Submitted by: Borough of Longport

Date of Original Submittal: 4/5/2018

Revised: 10/30/2019

Revised: 4/20/2020

Revised: 6/10/2020

Revised: 6/30/2020

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01/08/2021

Adoption by Borough:

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02/17/2021

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## Introduction

This document is intended to provide a comprehensive public access plan for the Borough of Longport which lays out a vision for providing access to tidal waters and shorelines within the municipal boundary. This Municipal Public Access Plan (MPAP) was developed in accordance with the Coastal Zone Management Rules. The development and implementation of this MPAP supports the policy of local determination of public access locations and facilities, while safeguarding regulatory flexibility.

The Public Trust Doctrine, first set by the Roman Emperor Justinian around A.D. 500 as part of Roman civil law, establishes the public's right to full use of the seashore. The Public Trust Doctrine states that natural resources, including, but not limited to, tidal waterways and their shores, air and wildlife in the State of New Jersey are held by the State in trust for the benefit of all of the people. Further, the Public Trust Doctrine establishes the right of the public to fully utilize these natural resources for a variety of public uses.

The original purpose of the doctrine was to assure public access to waters for navigation, commerce and fishing. In the past two centuries, State and Federal courts in New Jersey have recognized that public uses guaranteed by the Public Trust Doctrine also include public recreational uses such as swimming, sunbathing, fishing, surfing, sport diving, bird watching, walking and boating along the various tidal shores.

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 New Jersey Department of Environmental Protection (NJDEP) encourages 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 has been developed in collaboration with the NJDEP, Governing Body and, upon approval by the NJDEP, the Longport Planning Board through incorporation as a Recreational Element of the Municipal Master Plan. The NJDEP Approved Plan was presented to the Planning Board on **(Pending Date)**. The Draft was approved for submission to the NJDEP by the Governing Body on 4/1/2018. Upon receiving approval from the NJDEP on **(Pending Date)**, the MPAP was incorporated into the Recreational Element of the Master Plan by resolution on **(Pending Date)**. All public access decisions made within the Borough of Longport after this date will be consistent with this plan.

## Importance of 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 visitors. It also informs and/or identifies public access requirements associated with any proposed development or redevelopment project.

The Borough of Longport is responsible for ensuring that public access to the tidal waters within the municipality is in accordance with this plan as approved by NJDEP and adopted as part of the municipal Master Plan. For each new project that is required to provide public access through a NJDEP issued Coastal Permit, The Borough of Longport will provide NJDEP with a letter confirming its consistency with this MPAP. Upon adoption of this MPAP into the municipal Master Plan, the NJDEP public access requirement shall be satisfied in accordance with this plan.

## **I. Municipal Public Access Vision**

### **A. Overview of Municipality**

The Borough of Longport is an incorporated Municipality located at the Southwest End of Absecon Island within the County of Atlantic. Incorporated in 1898 as an independent community from lands formerly part of Egg Harbor Township, it encompasses over 1.3 square miles of incorporated area of which only 0.4 square miles is developed upland. Within the upland area, there are some 1600 living units of which approximately 1100 are single family detached structures. The remaining units are located within multifamily midrise and townhome structures located at 16<sup>th</sup> Avenue along the Ocean, 27<sup>th</sup> Avenue along the Ocean, and 15<sup>th</sup> Avenue along the Bay. While small in area, the Borough has approximately 1.3 miles of Oceanfront Public Beach and another 1.5 miles of frontage along the Bay (Risley's Channel).

#### **1. Map 1. Public Owned Lands and Tidal Waterways**

### **B. Municipal Public Access Goals and Objectives**

#### **1. Goals & Objectives**

- i. Since its Incorporation in 1898, the Borough of Longport has made access to the water (Both Bay and Ocean) a paramount concern. Barrier islands in the early years served as vacation respites from city life. As demand for resort housing, individual and multiple (hotels) and the formal street layout became established through subdivision dedication, the Borough became a unified layout for Public Access to both the Bay and Ocean. Access to the adjacent waters became the single purpose for it Residents and visitors. Since the original dedicated street layouts, the Borough Government has only two street ends that have been vacated which access the water (28<sup>th</sup> at the Bay and Pelham Avenue at the Bay). These were done in the 70's and early 80's. All other open street ends abutting the waterfront remain under public domain and the Borough anticipates no further need to perform additional vacations.
- ii. The success of the Borough in sustaining its livability as a primary residential community is its access to the water. The Borough maintains and enhances opportunity for public access on a non-discriminatory basis. Most of the residential development consists of second home investments driven to take advantage of Longport's well maintained water accesses. There is no privately-owned vacant land available for further development and, as such, there is no potential of lost access through private development.
- iii. Any of the remaining vacant land in the Borough remains under Municipal Ownership with deed restrictions mandating that they remain for recreational purposes.

- iv. The Borough has prepared a digital map which indicates the various points of access to the water; varying from improved ocean beach access as a result of the recent United States Army Corps of Engineers (USACOE) Absecon Island Shorefront Protection Project to bayside accesses consisting of bulkheaded street ends, a Municipal Park/Pier adjacent to the Municipal Hall Complex, and stone revetment between 17<sup>th</sup> and 22<sup>nd</sup> Avenues. There are three handicapped locations for access along the Atlantic Ocean for bathing, kayaking, surfing, and fishing; and a single handicapped access to the Municipal Park/Pier for fishing.
- v. Moving forward, the Borough continues to provide Public Access through each street end abutting the waterfront such that, on the average, there is Public Access to either the Bay or Ocean every 250 feet. As stated in paragraph i. above, only two street ends along the Bayfront have been lost with all others being actively maintained by the Borough. The recently completed ACOE Absecon Island Shorefront Protection Project has recognized the Borough's continued desire of Public Access by creating Public Access Ramps at every beachfront street end. These accesses will continue to be maintained by the Borough through a State Aid Agreement with the NJDEP.

In addition to those goals outlined within the Borough of Longport Master Plan, the Borough of Longport affirms the following State required goals specifically for public access:

- All existing Public Access shall be maintained to the maximum extent possible.
- Public access shall be provided in such a way that it shall not create conditions that may be reasonably expected to endanger public health, safety, and welfare; and shall not be in a way to damage the environment.
- Public Access shall be provided in such a way that it shall not create significant homeland security vulnerability.
- Maintain safe and adequate access locations for fishing in those areas where fishing is safe and appropriate.
- Provide clear informative signage for access locations. As the Borough owns the street ends and water access points, it does not require an ordinance to permit signage. As noted in the "Signage" portion of this MPAP below, the Borough has signage at each beach access point setting forth the access and rules governing use of the beach.

The Borough of Longport'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 Municipality. The previous goals are compliant with the New Jersey Coastal Zone Management Rules broad set of coastal protection goals (see N.J.A.C. 7:7-1.1 (c)).

## **2. Municipal Master Plan Consistency**

The goals and objectives provided in this Municipal Public Access Plan have been reviewed and are consistent with Borough of Longport's Master Plan. The Recreational Element of the Borough's Original Master Plan (Comprehensive Development Plan prepared by John J. Holland, A.I.P. dated February, 1976, stated "The Borough's most important recreational facility is its share of the Atlantic Coastal beach and Bay shore, Its past is a record of struggle to preserve this important natural resource". The Plan goes on to

identify the continued loss of usable public beach through erosion will result in the Borough's inability to accommodate the number of people utilizing the Beach; the result being a recommendation for a beachfill. This desire to continue to provide a Public Beach with Public Access has been a mainstay in Borough Planning and Development.

## **II. Public Access**

Public Access in the Borough of Longport is provided and maintained by the Municipality and consists of a variety of access points and facilities discussed below....including beach walkways, bathroom facilities, lifeguarded bathing beaches, designated surfing and kayak beaches, and jetty fishing.

The Borough has recently (2018) completed a Shorefront Protection Project with in concert with the United States Army Corps of Engineers and the NJDEP Coastal Engineering Office. This project, which was part of the **Absecon Island Shorefront Protection Project** provided new dunes and a widened recreational beach to improve both the storm resiliency and recreational elements of the beach area.

### **A. Public Access Locations**

**Map 2 Borough of Longport Public Access Locations**, identifies an inventory of all public access locations within the Borough along with their attributes of improvements and activities, see Public Access Table that accompanies Map 2, located in the Appendix, for detailed information for each location. There are no locations designated or signed as restricted to Public Access. (See Map 2 in Appendix 2)

### **B. Improved Public Access Locations**

The Public Access Locations as shown on Map 2 are all improved to the various levels of use as indicated on Public Access Table. All Public Beach Accesses are improved with street end stairways or ramps to the sand areas. Within the sand areas, there are improved walkways across the dunes created as part of the Army Corps of Engineers Project and are maintained by the Municipal Public Works Personnel. Bayfront street ends are all contain a bulk head separating the street from the water with clear and unobstructed visual access to the water. The Bayfront access to the Park and Pier located at the rear of Municipal Hall (24<sup>th</sup> Avenue) consists of concrete sidewalks to gazebos, a waterfront boardwalk, fishing pier supported by onsite public parking. The area is lit at night and accessible 24/7. The Atlantic Avenue Point area is supported by 24/7 parking and access to the Atlantic Avenue Jetty and Point Revetment.

The Borough also provides fishing access, not only at the Bayfront street ends, but also at the Atlantic Avenue Point Jetty, the Longport Point Revetment, the Atlantic Avenue revetment between 17<sup>th</sup> and 22<sup>nd</sup> Avenue along Risley's Channel, and the Municipal Fishing Pier behind Municipal Hall off 24<sup>th</sup> Avenue. These areas accommodate nighttime fishing with adjacent parking areas at the Atlantic Avenue Point, Atlantic Avenue, and behind Municipal Hall. Ocean Beach fishing is permitted outside of normal bathing hours during the summer. After September 15, ocean beach fishing is permitted without restriction.

## **C. Limitations to Public Access**

The Borough does not make it a practice to restrict public access to the waterfront areas. However, there are established controls for use of certain beach areas in order to improve safety and eliminate conflict between the various recreational uses. Chapter 61 of the Longport Code (**CODE**) (Appendix B) requires that swimming be performed at designated bathing beaches where lifeguards and lifesaving equipment is available.

The establishment of designated bathing beaches is done yearly by Resolution based on recommendations by the Chief of Lifeguards. In 2018, the Borough designated the Beaches at 13<sup>th</sup>, 16<sup>th</sup>, 19<sup>th</sup>, 21<sup>st</sup>, 25<sup>th</sup>, 26<sup>th</sup>, Pelham, 30<sup>th</sup>, 31<sup>st</sup>, 33<sup>rd</sup> and 35<sup>th</sup> as the designated Bathing Beaches. All guarded beaches were 'open' from 10AM to 6PM between June 08 and September 10. The Borough also provides pre and post season protection starting on May 26 and ending on September 15 on 16<sup>th</sup>, 26<sup>th</sup>, 30<sup>th</sup>, and 33<sup>rd</sup> Avenues.

The Borough also encourages Surfing and Surf Riding and establishes by resolution specific beaches for this recreational purpose. In 2018, the Surfing and Surf Riding beaches were 12<sup>th</sup>, 22<sup>nd</sup>, 28<sup>th</sup>, and 32<sup>nd</sup> Avenues.

The Borough also encourages the launching and receiving of kayaks and establishes specific beaches by resolution. In 2018, the beaches between 14<sup>th</sup> and 15<sup>th</sup>, 22<sup>nd</sup> and 23<sup>rd</sup>, 27<sup>th</sup> and 29<sup>th</sup>, and 32<sup>nd</sup> and 33<sup>rd</sup> Avenues were designated for the recreational purpose of launching and retrieving kayaks.

### **1. Temporary Restrictions**

The primary temporary restriction applies to the Ocean Beach area where surf fishing is prohibited within bathing hours during established bathing hours (10AM to 6PM). Chapter 61 of the CODE establishes restriction on certain activities that can take place on the beach area (no fires, littering, sleeping between sunset and sunrise, dogs, vehicles, etc.). A copy of Chapter 61 is enclosed in the Appendix. There is no restriction as to access to the Bathing Beach at any time; however the beaches are 'technically' closed from 10 PM to 7 AM for safety and enforcement reasons.

Parking is permitted year round on all streets; but between May 15 and September 15, parking is not permitted within all Beach Blocks between Atlantic Avenue and the Ocean Bulkheads (See Map in Appendix C) This restriction is safety driven due to the lack of ability to turn around in the short beach blocks and the narrow alleys serving certain beach blocks.

### **2. Permanent Restrictions**

There are no permanent restrictions to access to the public waterfront.

### **III. Community Needs Assessment**

The NJDEP has not created a 'standard' in its Rules by which a Municipality can establish a defined need for Public Access. The Rules outline what should be evaluated to determine what needs exist. The Borough can only relate to its history and experience in the creation and maintaining of Public Access to complete this evaluation. As stated earlier, the Municipality is 98% developed with little expansion save for further subdivision of existing already developed property. None of this development would affect the existing street pattern that constitutes the majority of the Public access. The existing street pattern provides access to either the Ocean or Bay at an average of every 200 feet. There is physically no further access locations that can be provided without condemnation of private property. The street layout has constituted Longport's primarily Public Access to the Bay and Ocean, which access has served the Residents and visitors more than adequately for over 100 years. No one has ever made a public complaint about not having access to the ocean. Every existing street end at the Ocean has a crossover with access to the water. Every street end along the Bay has a bulkhead with unobstructed access to, and view of, Risley's Channel.

The singular desire of the Borough is not the creation of additional access since access is more than adequate based on published rules pertaining to new development, it is the desire to move forward with the maintenance of the existing accesses. The Borough has an excellent Public Works Crew with equipment to maintain all of the access points, remove trash and debris, and groom the beach on a daily basis. The Community Needs of the Borough is to continue to provide the excellent existing Public Access that has well served the Residents and Visitors of Longport without complaint or concern.

As indicated, the Borough beach front is approximately 1.3 miles long and the Bayfront is approximately 1.5 miles long.

There are seventeen (17) bay front street ends providing access to the bay, but mostly for viewing purposes. These street ends will be perpetually designated as public access points through Deed of Dedication and Perpetual Public Access Easement approved by the Governing Body of the Borough on April 15, 2020 (attached as Appendix E). The bay front is significantly different than the ocean front in that the entire length of the bay front area is bulkhead protected with the tidal waters flowing up to and along the bulkhead at all times. Access points to the bay front are at each street end, but one can only view the bay from most of these points since (i) there are no beaches, even at low tide the area is completely under water and (ii) the water current makes these access points dangerous. Therefore, access into the water is not permitted at most bay front locations. The Borough does have an approximately thirteen hundred (1300') foot rock revetment along the bay that is perpetually designated as a fishing access area. The revetment runs along approximately 5 blocks of bay front and is available for sunset watching and fishing but not bathing due to the currents running along the revetment. In addition, there are 2 rock jetties on the bay that are available for fishing. The Borough has recently determined that 2 bay front street ends at the "point" area have developed sufficient sand deposits to warrant the installation of steps to allow for kayak launching. These 2 areas will be monitored on a yearly basis to determine the continued ability to safely launch kayaks as the sand in the area comes and goes with the tides and storms. Parking is permitted in the areas of bay front access along Atlantic Avenue in the south end (or "point" area) and along the street end access points north of the bridge coming into Longport from the mainland. Last year the Borough increased the areas available for parking along Atlantic Avenue and is currently engage in discussions with the NJDEP to add additional public parking at the point adjacent to one of the bay front rock jetties. Based on the

existing natural conditions and the existing access points for viewing, fishing and kayak launching, the Borough has determined that no additional bay front access areas are necessary at this time.

The entire approximately 1.3 miles of beach front in the Borough is accessible to the public. There are twenty-nine (29) beach access points. All of which are municipally controlled street ends which will be perpetually designated as access points through Deed of Dedication and Perpetual Public Access Easement approved by the Governing Body of the Borough on April 15, 2020 (attached as Appendix E). There are 29.5 blocks of ocean front "beaches" that these 29 access points provide access to over the 1.3 mile long beach. The beaches are set aside as follows – 4 surfing beaches, 4 kayak launching beaches, 12 guarded swimming beaches and 9 open beaches available for fishing during the bathing season which runs from approximately the first week of June through the second week of September. Outside of the bathing season, access is permitted year round to the beaches, including for fishing. Public restrooms are located near the 2 busiest beaches at Borough Hall (23<sup>rd</sup> and Atlantic, one block off of the beach) and at life guard headquarters (33<sup>rd</sup> and the beach). Parking is generally permitted year round on all streets but in the summer (Memorial Day to Labor Day) parking is restricted in the beach block only. This restriction is safety driven due to the lack of ability to turn in the short beach blocks and the narrow alleys serving certain beach blocks. As discussed above, the Borough recently added parking for summer visitors along Atlantic Avenue in the "point" area and is in discussions with the NJDEP to enlarge the parking area at the point. The Borough has also added several handicap parking spaces near the handicap accessible dune crossovers. The Borough has evaluated the access available and ancillary issues related thereto and has determined that no additional ocean front access is needed at this time.

## **IV. Implementation Plan**

The Borough of Longport 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**

The Borough of Longport has developed the following priorities:

#### **1. Maintain Existing Public Access**

Public Access is physically maintained by the Municipal Public Works Department through its budget. Maintenance is provided through repair and replacement of beach access stairways, matting, and cleaning of both the accesses and beach areas and trash removal. In addition, the Borough will continue to provide a seasonal lifeguard force to provide public safety for the bathing beaches during the Summer Months.

##### **a. Tools**

No modification is necessary

##### **b. Cost and Funding**

Provided annually through Municipal Budget, which consists of property taxation, income from beach badge sales, and any available higher agency grants and loans. Beach badges are sold annually and permit access to all beach areas during daylight hours from Memorial Day until Labor Day. No beach

badge is required for full beach access in the off season the badges are offered pre-season at a discount to any member of the public. Senior and veteran discounts are available. During the season badges can be purchased by any member of the public at fixed locations or through beach tag checkers walking the beach.

## **2. Preserving Public Access**

The Borough, through incorporation of the approved MPAP into its Master Plan, is documenting for the Department what the Borough has provided for the last 119 years. To preserve access in perpetuity, the Borough is enacting an ordinance which will prohibit the Borough governing body from vacating any street end that provides access to the beach or bay unless 120 days prior to the introduction of such ordinance written notice of the intent to vacate such street end has been delivered to the New Jersey Department of Environmental Protection, Attention Commissioner with a copy to the Attorney General and the Governor. Such notice shall detail the action proposed, the location of the to be vacated street end and the reason such vacation is necessary. The proposed Ordinance is attached as Appendix E.

### **a. Tools**

The Public Works Department will continue to maintain existing public access.

### **b. Cost and Funding**

Not Applicable

## **3. Proposed Locations and Facilities**

The Borough would like to expand the Atlantic Avenue Point Parking to provide more space for those who fish at the Point. There has also been a public request to improve the area so that kayaks could be launched directly into the Bay area without having to launch into the Ocean and travel around the Point. The Borough is working with the NJDEP to move forward with improving the area consistent with the required Regulations. The area is unsafe due to previously deposited rubble and regularly subjected to erosion.

### **a. Tools**

The project would provide additional parking and creation of a waterfront park

### **b. Cost and Funding**

Cost would be approximately \$200,000 for parking and another \$400,000 for shorefront protection, stabilization, and landscaping. Funding would be sought under Green Acres; however, the Borough has been advised that permitting could not be issued due to an ancient perceived dune on the site.

## **4. Other**

Not Applicable

## **B. Signage**

Borough of Longport has provided the following signage:

Signage in accordance with enforcement of the various Chapters of the Borough Code is provided. Additional signage restricting use of the new dunes areas has also been added. All beach access signage currently provides hours that the beach is open and guarded to the Public. It also refers to Chapter 61 (Appendix B) as to use restrictions regarding criminal activity, smoking, etc.

The Borough currently has signage at each ocean front street end advising the public of the hours the beach is open and the activity limitations (i.e. swimming at guarded beaches only, no smoking, no fires, etc.). The Borough will add signage at the bay front street ends where access to the water ward side of the bulkhead is permitted advising of such. All other bay front street ends will be signed for visual access only. The bay front signage will also advise that fishing is permitted. Finally, signage will be added to the revetment advising the public that fishing is permitted. Appendix G contains a picture of an example of the current beach access signage.

**C. Army Corps of Engineers Requirements for Shore Protection Projects**

Borough of Longport has met the United States Army Corps of Engineers (USACE) Requirements as follows:

See Appendix C for State Aid Agreement and approved USACE Access Plan. The USACE Project could not have occurred had the plan not been in compliance.

**D. Additional Steps**

Borough of Longport has taken additional steps to implement the MPAP as follows:

Once approved by the Department, the Borough will proceed with formal acceptance of the approved plan and incorporation into the Municipal Master Plan as part of its Recreational Element.

**V. Relationship to the Other Regional and State Plans**

Borough of Longport MPAP has been reviewed for consistency and has the following relationship to other Regional and State Plans:

The Borough is comparable to the adjoining Municipalities and exceeds the State's Public Access requirements

**VI. Resolution of Incorporation**

Borough of Longport will approve the required resolution for approval and incorporation into the Municipal Master Plan once the Department approves the Plan. See Appendix D for the proposed form of resolution.

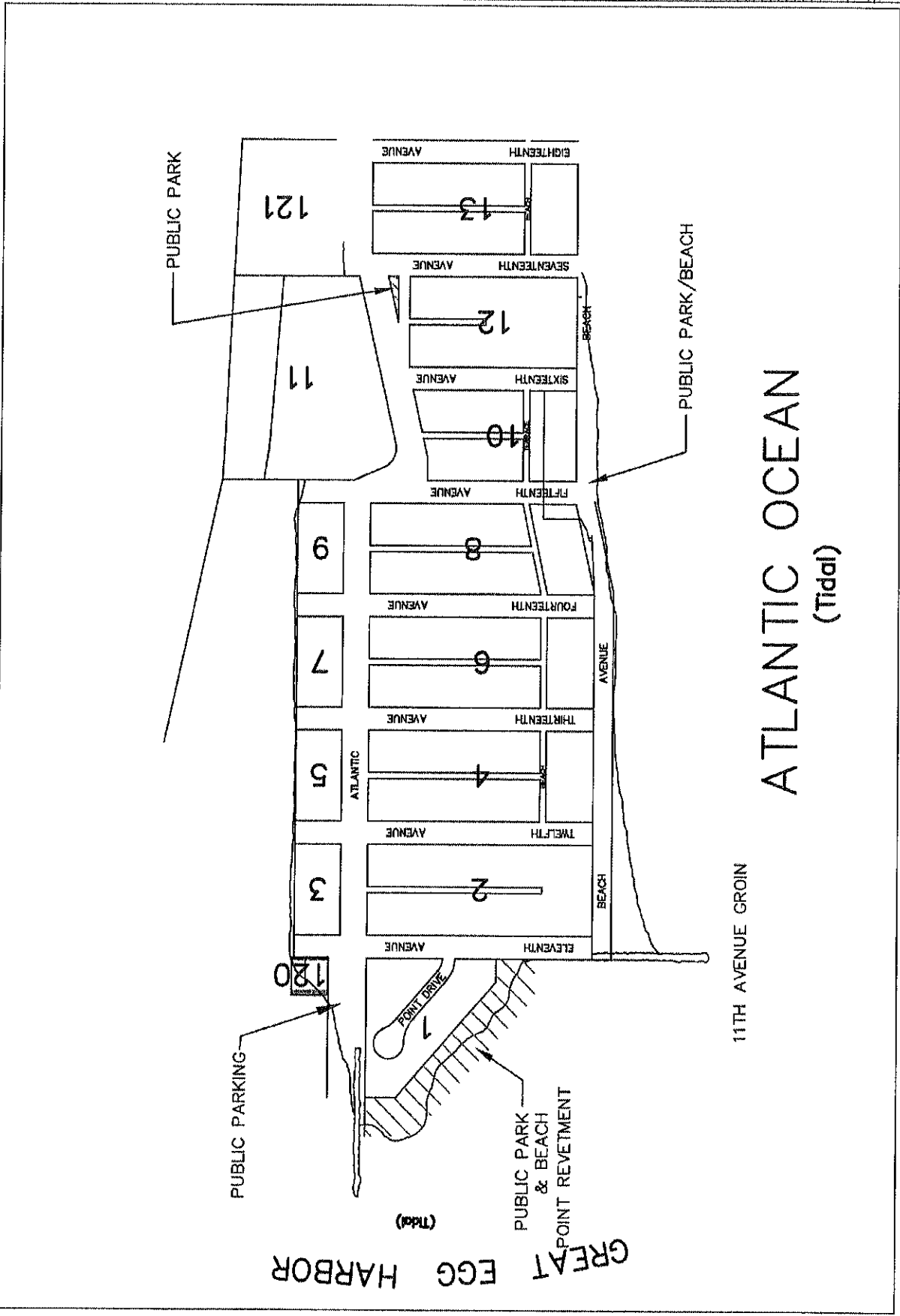
Approval of this plan does not eliminate the need for any Federal, State, County or municipal permits, certifications, authorizations or other approvals that may be required by the Applicant, nor shall the approval of this plan obligate the Department to issue any permits, certifications, authorizations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

# **APPENDIX MAP 1**

## **BOROUGH OWNED LANDS**



<b>BOROUGH OF LONGPORT</b> OFFICE OF THE MUNICIPAL ENGINEER 2305 ATLANTIC AVENUE LONGPORT, N.J. 08403 RICHARD T. CARTER, P.E., P.P., C.M.E., R.A.C.		COUNTY OF ATLANTIC BOROUGH OF LONGPORT PUBLIC ACCESS PLAN APPENDIX MAP 1 PUBLIC LAND OWNERSHIP		RICHARD T. CARTER N.J. PROFESSIONAL ENGINEER NO. 21261 DATE 09/10/18	
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		09/10/18	ELC	AS NOTED	
COMM. NO.				SHEET 1 OF 4	

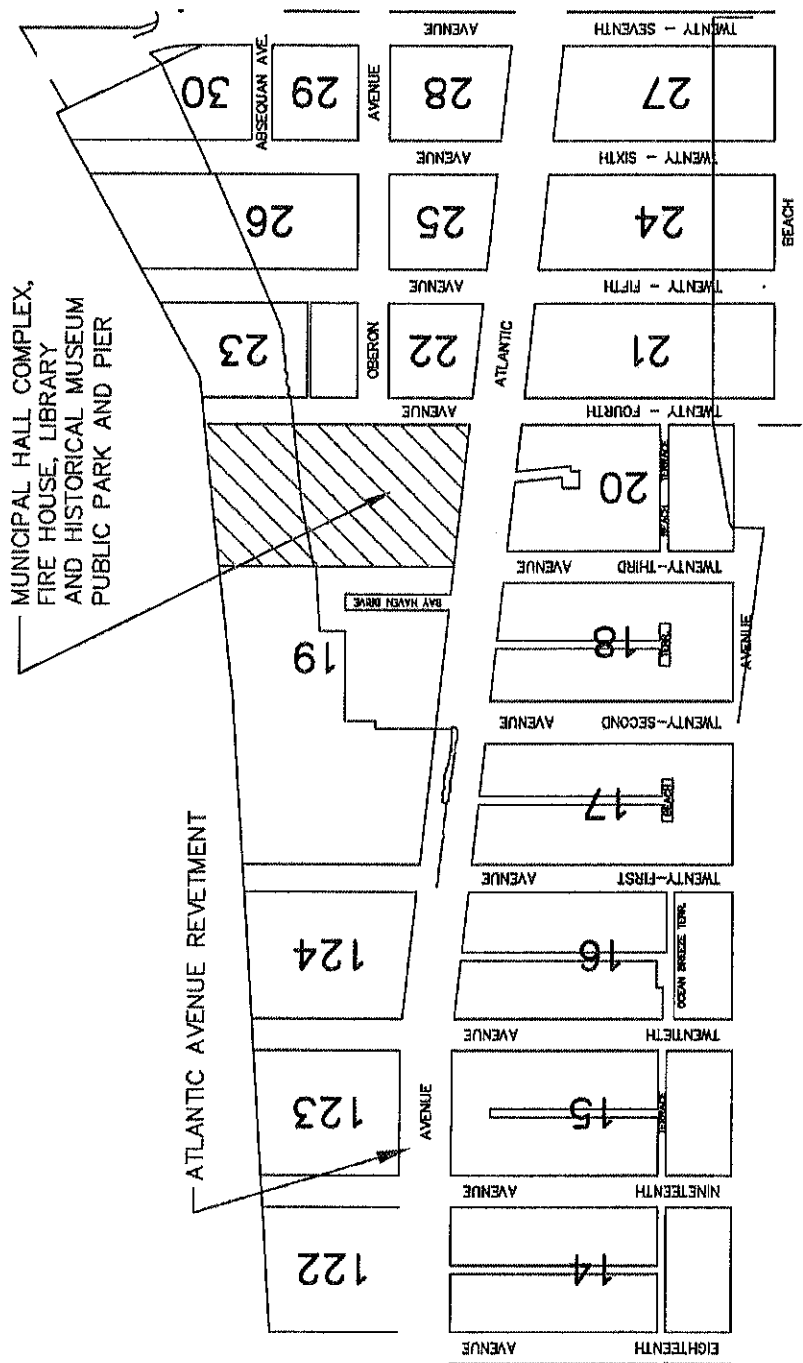


DATE	08/19/18	SCALE	1" = 20'	CHECKED	AS NOTED	SHEET	2 OF 4
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DATE	08/19/18	SCALE	1" = 20'	CHECKED	AS NOTED	SHEET	2 OF 4
DRAWN	BY	DATE	08/19/18	SCALE	1" = 20'	CHECKED	AS NOTED

**BOROUGH OF LONGPORT**  
 OFFICE OF THE MUNICIPAL ENGINEER  
 2305 ATLANTIC AVENUE  
 LONGPORT, N.J. 08403  
 RICHARD L. CARTER, P.E., P.P., C.M.E., R.M.C.  
 BOROUGH OF LONGPORT ENGINEER

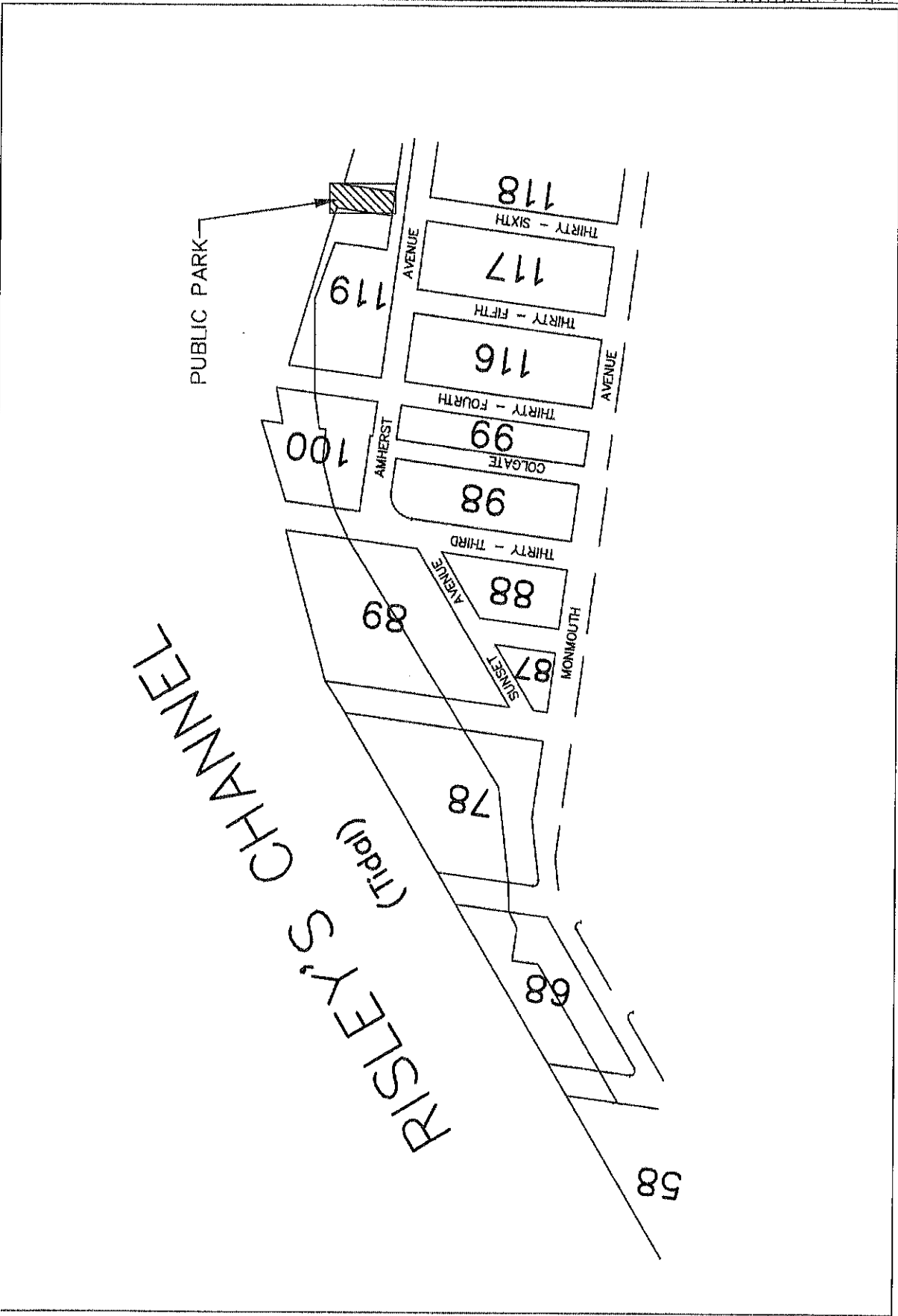
**PUBLIC ACCESS PLAN**  
 PUBLIC LAND OWNERSHIP  
 APPENDIX MAP 1  
 BOROUGH OF LONGPORT  
 COUNTY OF ATLANTIC

RICHARD L. CARTER  
 N.J. PROFESSIONAL ENGINEER  
 NO. 3281  
 N.J. PROFESSIONAL LANDSCAPE ARCHITECT  
 NO. 1794

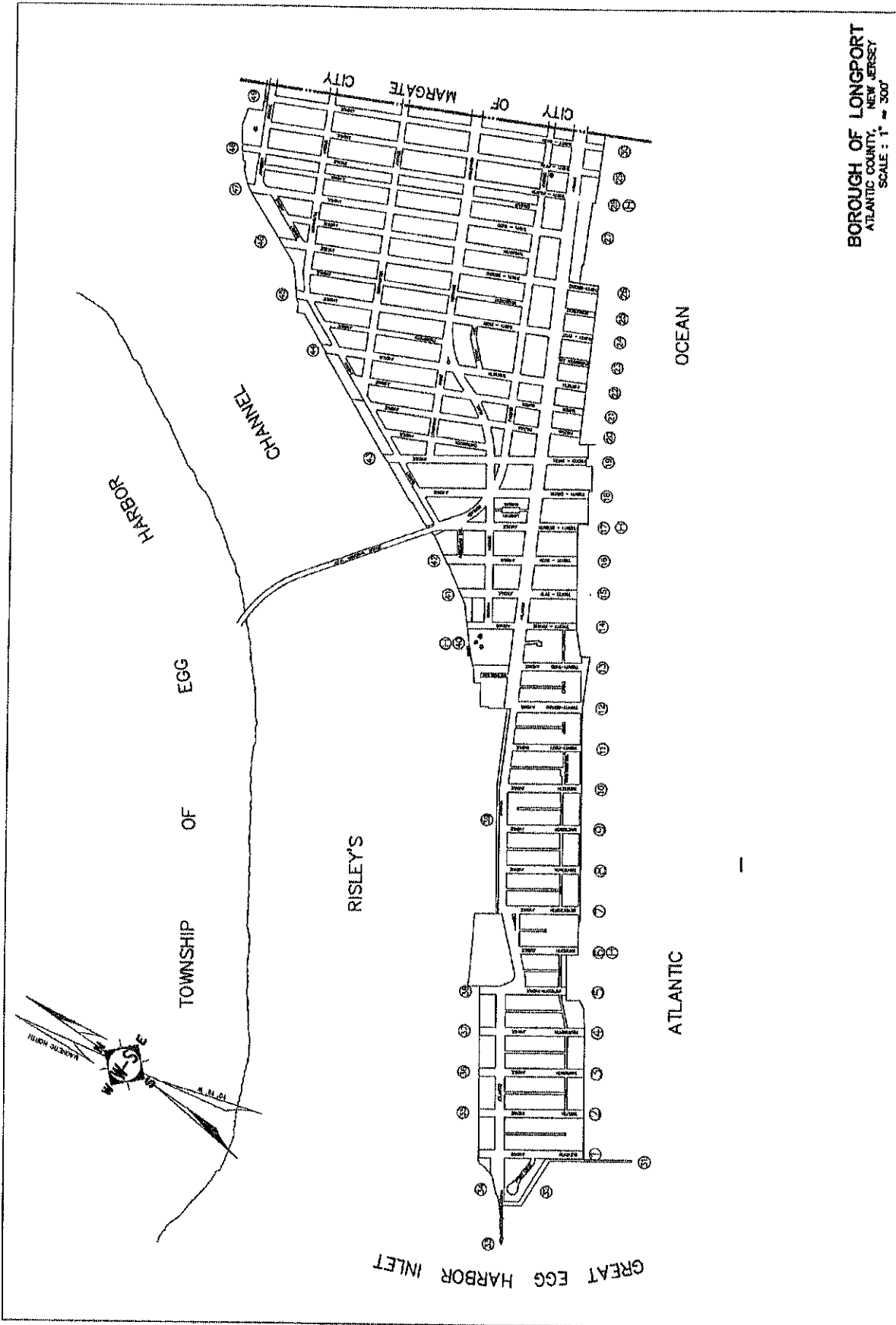




PUBLIC ACCESS PLAN PUBLIC LAND OWNERSHIP APPENDIX MAP 1 COUNTY OF ATLANTIC BOROUGH OF LONGPORT		RICHARD L. CARTER, P.E., P.P., C.M.E., R.M.C. BOROUGH OF LONGPORT ENGINEER 2305 ATLANTIC AVENUE LONGPORT, N.J. 08403 OFFICE OF THE MUNICIPAL ENGINEER		DATE: 08/20/98 DRAWN BY: BJC CHECKED: [ ] AS NOTED: [ ] SHEET: 4 OF 4	
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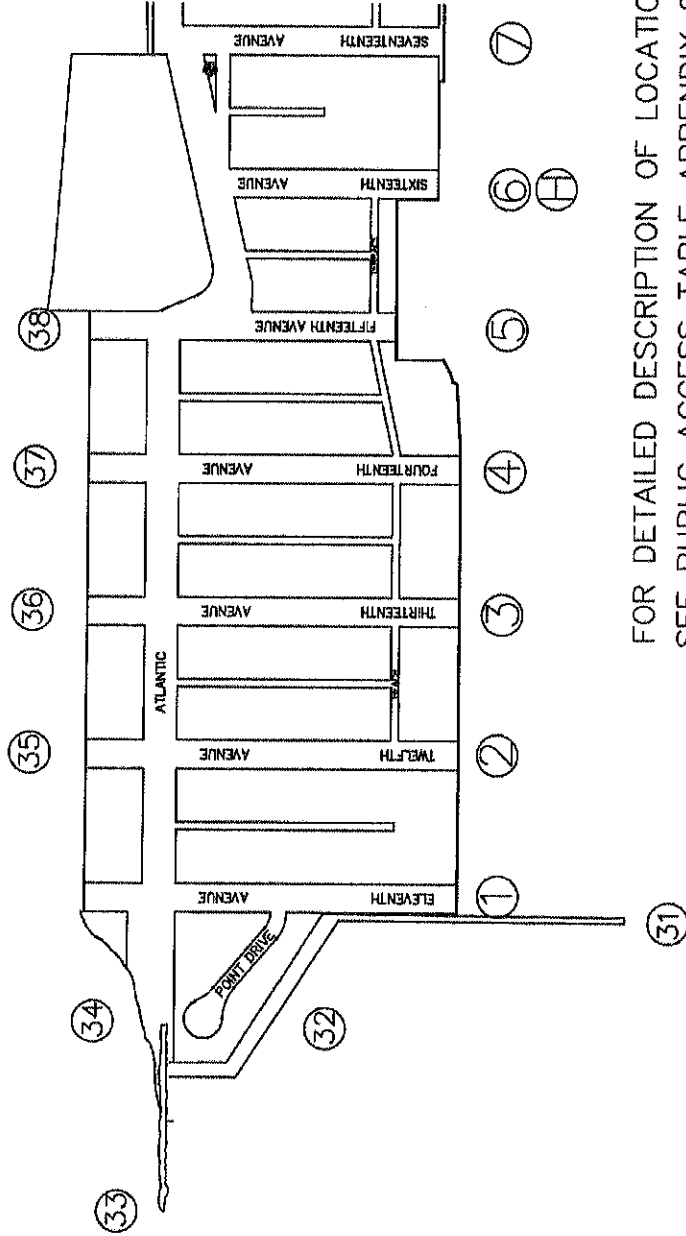
**APPENDIX  
MAP 2  
PUBLIC ACCESS  
LOCATIONS**



BOROUGH OF LONGPORT  
ATLANTIC COUNTY, NEW JERSEY  
SCALE : 1" = 300'

GREAT EGG HARBOR INLET

RISLEY'S CHANNEL



FOR DETAILED DESCRIPTION OF LOCATION  
SEE PUBLIC ACCESS TABLE APPENDIX 2

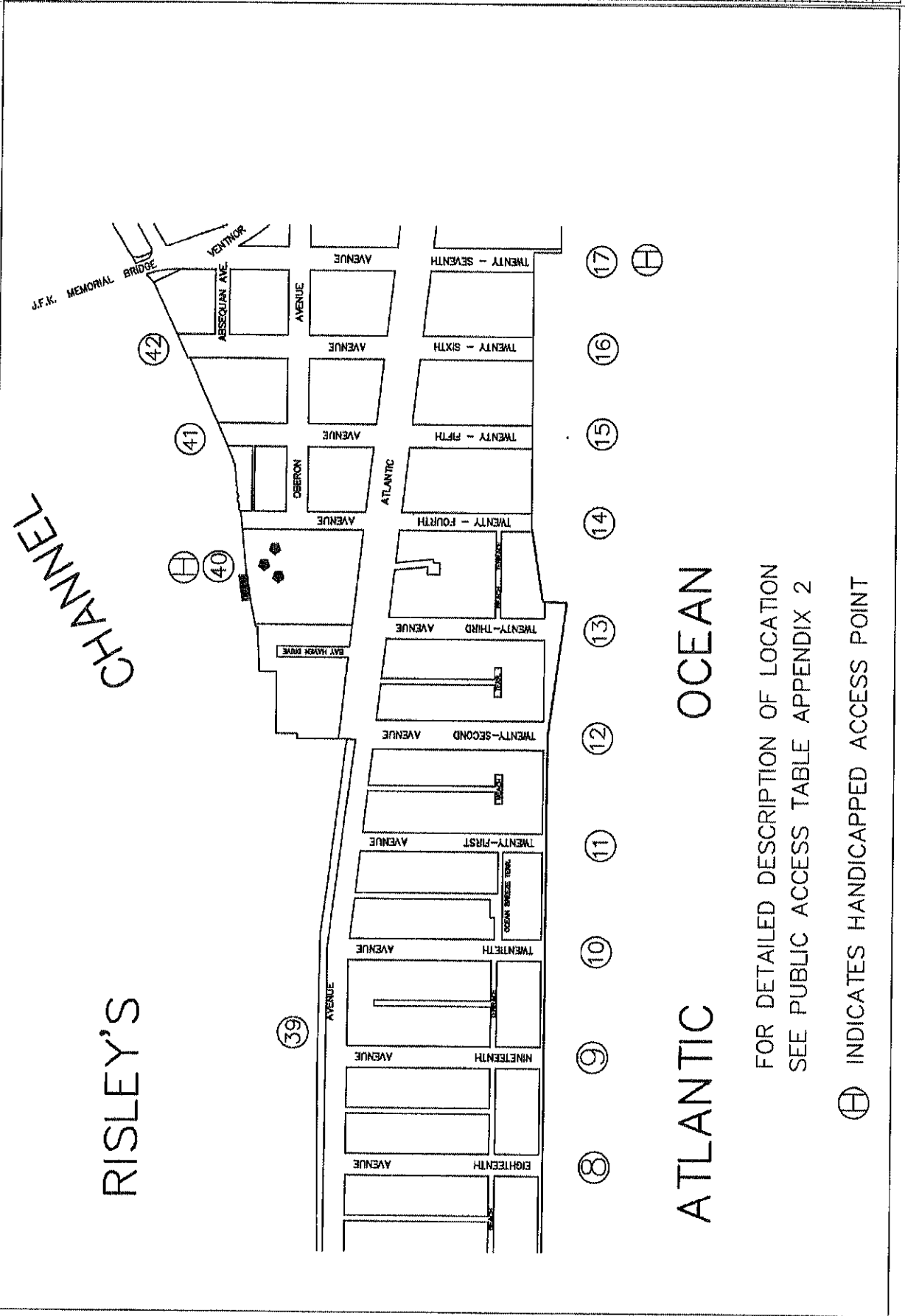
Ⓜ INDICATES HANDICAPPED ACCESS POINT

ATLANTIC OCEAN

RICHARD L. CARTER, P.E., P.P., C.M.E., R.M.C. OFFICE OF THE MUNICIPAL ENGINEER 2308 ATLANTIC AVENUE LONGPORT, N.J. 08403 BOROUGH OF LONGPORT COUNTY OF ATLANTIC BOROUGH OF LONGPORT		DATE: 11/15/01 DRAWN: [blank] BY: [blank] SCALE: [blank] CHECKED: [blank] AS NOTED: [blank]	SHEET 1 OF 4
PUBLIC ACCESS PLAN APPENDIX MAP 2 PUBLIC ACCESS LOCATIONS		RICHARD L. CARTER M.P.E. PROFESSIONAL PLANNER NO. 174	

RICHARD L. CARTER, P.E., P.P., C.M.E., R.M.O. BOROUGHS OF LONGPORT ENGINEER 2305 ATLANTIC AVENUE LONGPORT, N.J. 08043		COUNTY OF ATLANTIC BOROUGHS OF LONGPORT		PUBLIC ACCESS PLAN PUBLIC ACCESS LOCATIONS APPENDIX MAP 2		RICHARD L. CARTER M.A. PROFESSIONAL ENGINEER NO. 13181 N.J. PROFESSIONAL FLASHER NO. 1794	
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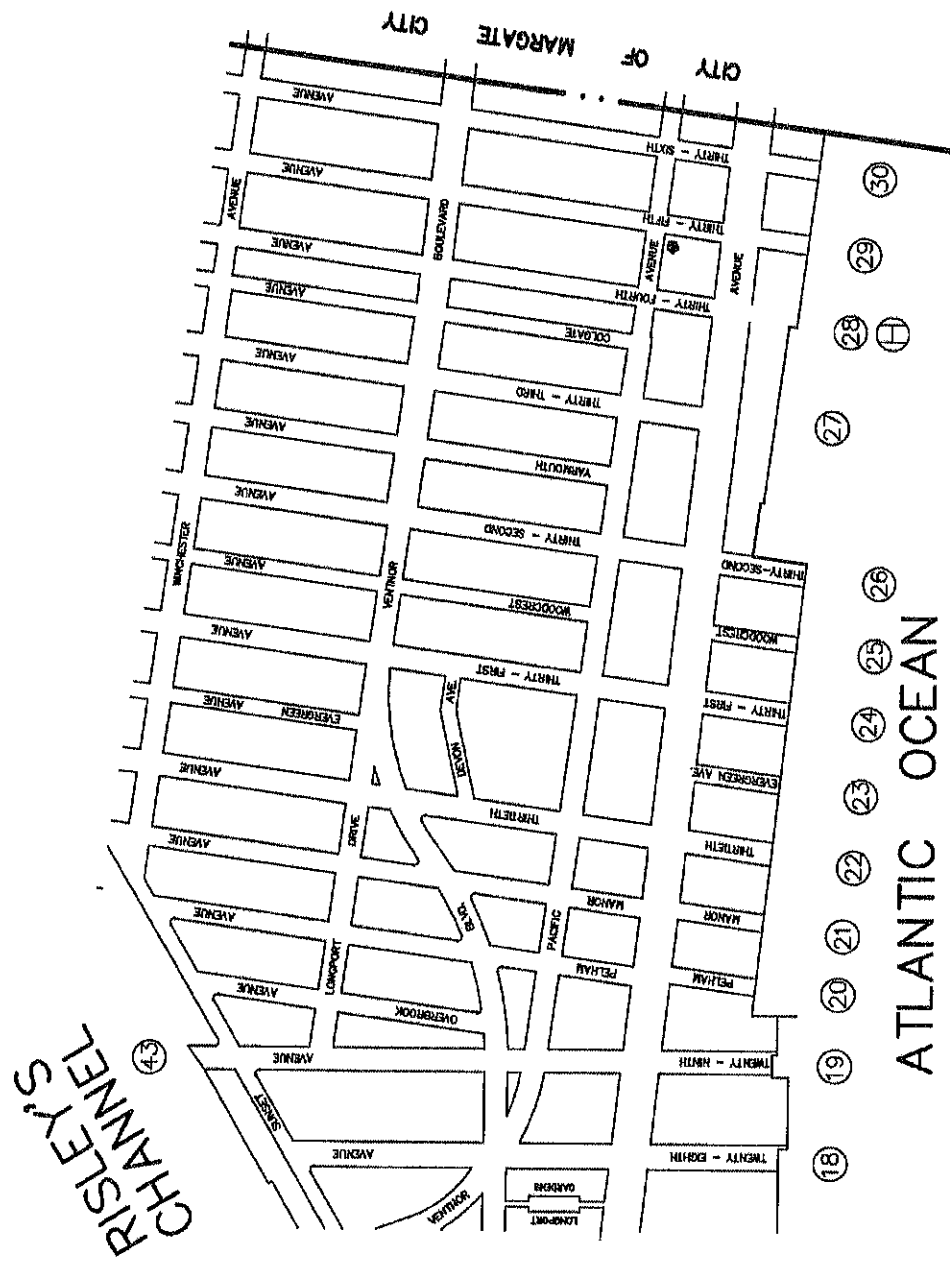
DATE	08/20/90	BY	DR
SCALE	AS NOTED	CHECKED	REJ
CORR. NO.		SHEET	2 OF 4



FOR DETAILED DESCRIPTION OF LOCATION  
 SEE PUBLIC ACCESS TABLE APPENDIX 2

H INDICATES HANDICAPPED ACCESS POINT

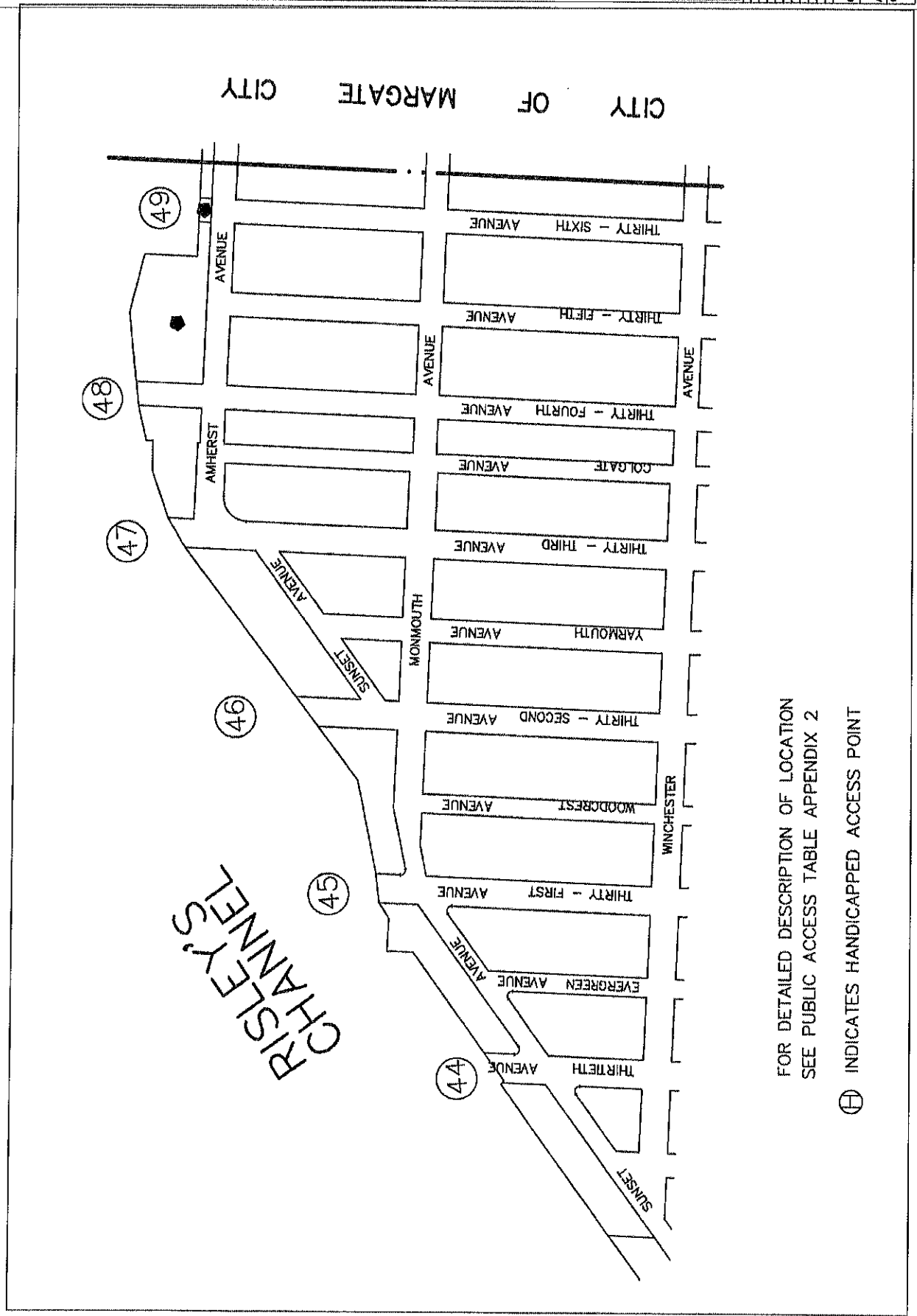
RICHARD L. CARTER M.E. REGISTERED ENGINEER NO. 1784		COUNTY OF ATLANTIC BOROUGH OF LONGPORT APPENDIX MAP 2 PUBLIC ACCESS PLAN PUBLIC ACCESS LOCATIONS		RICHARD L. CARTER, P.E., P.C.M.E., R.L.C. BOROUGH OF LONGPORT ENGINEER OFFICE OF THE MUNICIPAL ENGINEER 2208 ATLANTIC AVENUE LONGPORT, N.J. 08403		DATE REVISION BY DATE DRAWN 06/26/90 SCALE AS NOTED CHECKED AS NOTED COMM. NO. SHEET 5 OF 4	
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FOR DETAILED DESCRIPTION OF LOCATION  
 SEE PUBLIC ACCESS TABLE APPENDIX 2

⊕ INDICATES HANDICAPPED ACCESS POINT

RICHARD L. CARTER, P.E., P.F., C.M.E., R.M.C. OFFICE OF THE MUNICIPAL ENGINEER 2305 ATLANTIC AVENUE LONGPORT, N.J. 08403 BOROUGHS OF LONGPORT ENGINEER		COUNTY OF ATLANTIC PUBLIC ACCESS PLAN APPENDIX MAP B PUBLIC ACCESS LOCATIONS		RICHARD L. CARTER P.E., P.F., C.M.E., R.M.C. N.J. PROFESSIONAL PLANNER NO. 174	
DATE	06/20/90	BY	RLC	CHECKED	AS NOTED
SCALE	1" = 100'	SHEET	4 OF 4	COMB. NO.	



FOR DETAILED DESCRIPTION OF LOCATION  
 SEE PUBLIC ACCESS TABLE APPENDIX 2

⊙ INDICATES HANDICAPPED ACCESS POINT

# **APPENDIX A**

## **PUBLIC ACCESS TABLE**

# Appendix A - Public Access Table

Page 1 of 3

ID	Signs	Parking	Street	Cross Street	Badge	Swim	Fish	Surf	PlayGrd	Park	Pier	Boat	Marina	Rest	Hc	Shoreline	Access. Type
1	Y	Y**	11 <sup>th</sup> Avenue	Atlantic Ave	Y	Y	Y**	Y**	N	N	N	N	N	N	N	Ocean	Beach
2	Y	Y**	12 <sup>th</sup> Avenue	Atlantic Ave	Y	Y	Y**	Y**	N	N	N	N	N	N	N	Ocean	Beach
3	Y	Y**	13 <sup>th</sup> Avenue	Atlantic Ave	Y	Y	Y**	Y**	N	N	N	N	N	N	N	Ocean	Beach
4	Y	Y**	14 <sup>th</sup> Avenue	Atlantic Ave	Y	Y	Y**	Y**	N	N	N	N	N	N	N	Ocean	Beach
5	Y	Y**	15 <sup>th</sup> Avenue	Atlantic Ave	Y	Y	Y**	Y**	N	N	N	N	N	N	N	Ocean	Beach
6	Y	Y*	16 <sup>th</sup> Avenue	Atlantic Ave	Y	Y	Y**	Y**	N	N	N	N	N	N	N	Ocean	Beach
7	Y	Y*	17 <sup>th</sup> Avenue	Atlantic Ave	Y	Y	Y**	Y**	N	N	N	N	N	N	Y	Ocean	Beach
8	Y	Y*	18 <sup>th</sup> Avenue	Atlantic Ave	Y	Y	Y**	Y**	N	N	N	N	N	N	N	Ocean	Beach
9	Y	Y*	19 <sup>th</sup> Avenue	Atlantic Ave	Y	Y	Y**	Y**	N	N	N	N	N	N	N	Ocean	Beach
10	Y	Y*	20 <sup>th</sup> Avenue	Atlantic Ave	Y	Y	Y**	Y**	N	N	N	N	N	N	N	Ocean	Beach
11	Y	Y*	21 <sup>th</sup> Avenue	Atlantic Ave	Y	Y	Y**	Y**	N	N	N	N	N	N	N	Ocean	Beach
12	Y	Y*	22 <sup>th</sup> Avenue	Atlantic Ave	Y	Y	Y**	Y**	N	N	N	N	N	N	N	Ocean	Beach
13	Y	Y*	23 <sup>th</sup> Avenue	Atlantic Ave	Y	Y	Y**	Y**	N	N	N	N	N	N	N	Ocean	Beach
14	Y	Y*	24 <sup>th</sup> Avenue	Atlantic Ave	Y	Y	Y**	Y**	N	N	N	N	N	Y	N	Ocean	Beach
15	Y	Y*	25 <sup>th</sup> Avenue	Atlantic Ave	Y	Y	Y**	Y**	N	N	N	N	N	N	N	Ocean	Beach
16	Y	Y*	26 <sup>th</sup> Avenue	Atlantic Ave	Y	Y	Y**	Y**	N	N	N	N	N	N	N	Ocean	Beach
17	Y	Y*	27 <sup>th</sup> Avenue	Atlantic Ave	Y	Y	Y**	Y**	N	N	N	N	N	N	Y	Ocean	Beach
18	Y	Y*	28 <sup>th</sup> Avenue	Atlantic Ave	Y	Y	Y**	Y**	N	N	N	N	N	N	N	Ocean	Beach
19	Y	Y*	29 <sup>th</sup> Avenue	Atlantic Ave	Y	Y	Y**	Y**	N	N	N	N	N	N	N	Ocean	Beach
20	Y	Y*	Pelham Ave	Atlantic Ave	Y	Y	Y**	Y**	N	N	N	N	N	N	N	Ocean	Beach
21	Y	Y*	Manor Ave	Atlantic Ave	Y	Y	Y**	Y**	N	N	N	N	N	N	N	Ocean	Beach
22	Y	Y*	30 <sup>th</sup> Avenue	Atlantic Ave	Y	Y	Y**	Y**	N	N	N	N	N	N	N	Ocean	Beach

\* On Atlantic Avenue \*\* Refer to enclosed Borough Ordinances #Time Restrictions

# Appendix A - Public Access Table

Page 2 of 3

ID	Signs	Parking	Street	Cross Street	Badge	Swim	Fish	Surf	PlayGrd	Park	Pier	Boat	Marina	Rest	Hc	Shoreline	Access. Type
23	Y	Y*	Evergreen A.	Atlantic Ave	Y	Y	Y**	Y**	N	N	N	N	N	N	N	Ocean	Beach
24	Y	Y*	31 <sup>st</sup> Avenue	Atlantic Ave	Y	Y	Y**	Y**	N	N	N	N	N	N	N	Ocean	Beach
25	Y	Y*	Woodcrest A.	Atlantic Ave	Y	Y	Y**	Y**	N	N	N	N	N	N	N	Ocean	Beach
26	Y	Y*	32 <sup>nd</sup> Avenue	Atlantic Ave	Y	Y	Y**	Y**	N	N	N	N	N	N	N	Ocean	Beach
27	Y	Y*	33 <sup>rd</sup> Avenue	Atlantic Ave	Y	Y	Y**	Y**	Y	Y	N	N	N	Y	Y	Ocean	Beach
28	Y	Y*	34 <sup>th</sup> Avenue	Atlantic Ave	Y	Y	Y**	Y**	Y	Y	N	N	N	N	N	Ocean	Beach
29	Y	Y*	35 <sup>th</sup> Avenue	Atlantic Ave	Y	Y	Y**	Y**	Y	Y	N	N	N	N	N	Ocean	Beach
30	Y	Y*	36 <sup>th</sup> Avenue	Atlantic Ave	Y	Y	Y**	Y**	Y	Y	N	N	N	N	N	Ocean	Beach
31	Y	Y*	11 <sup>th</sup> Avenue	Point Drive	N	N	Y	N	Jetty	N	N	N	N	N	N	Ocean	Fishing
32	N	Y*	LP Point Rev	Point Drive	N	N	Y	N	Revetment	N	N	N	N	N	N	Ocean	Fishing
33	Y	Y	Atlantic Jetty	11 <sup>th</sup> Avenue	N	N	Y	N	Jetty	N	N	N	N	N	N	Ocean	Fishing
34	Y	Y	Jetty Park	11 <sup>th</sup> Avenue	N	N	Y	N	N	Y	N	N	N	N	N	Bay	Passive Rec
35	N	Y*	12 <sup>th</sup> Avenue	Atlantic Ave	N	N	Y	N	N	N	N	N	N	N	N	Bay	Fishing
36	N	Y*	13 <sup>th</sup> Avenue	Atlantic Ave	N	N	Y	N	N	N	N	N	N	N	N	Bay	Fishing
37	N	Y*	14 <sup>th</sup> Avenue	Atlantic Ave	N	N	Y	N	N	N	N	N	N	N	N	Bay	Fishing
38	N	Y*	15 <sup>th</sup> Avenue	Atlantic Ave	N	N	Y	N	N	N	N	N	N	N	N	Bay	Fishing
39	N	Y	17 <sup>th</sup> Avenue to 22 <sup>nd</sup> Ave.	Atlantic Ave	N	N	Y	N	Revetment	N	N	N	N	N	N	Bay	Fishing
40	N	Y	24 <sup>th</sup> MH Park	Oberon Ave	N	N	Y	N	Y	Y	Y	N	N	Y	Y	Bay	Fishing
41	N	Y	25 <sup>th</sup> Avenue	Oberon Ave	N	N	Y	N	N	N	N	N	N	N	N	Bay	Fishing
42	N	Y	26 <sup>th</sup> Avenue	Oberon Ave	N	N	Y	N	N	N	N	N	N	N	N	Bay	Fishing
43	Y	Y	29 <sup>th</sup> Avenue	Sunset Ave	N	N	Y	N	N	N	N	N	N	N	N	Bay	Fishing

\* On Atlantic Avenue \*\* Refer to enclosed Borough Ordinances

## Appendix A - Public Access Table

Page 3 of 3

[illegible]

# **APPENDIX B**

# **BOROUGH ORDINANCES**

Borough of Longport, NJ  
Tuesday, April 3, 2018

## Chapter 61. Beaches, Parks and Recreational Areas

### Article I. Regulation of Paid Beaches

#### § 61-6. Rules and regulations.

[Amended 5-4-1983]

It shall be unlawful for any person to engage in any of the following acts or conduct during the bathing season or at other times if so specified herein:

- A. To bathe or swim from the beachfront except from the designated bathing beaches where boats and lifeguards are provided, or to bathe or swim beyond a safe depth in the ocean as from time to time indicated or regulated by the lifeguards.
- B. To use a surfboard, boat, sailboat, kayak, sailboard or raft of any kind or description except at locations designated by lifeguards. Vessels used by the Borough of Longport are exempt from the foregoing requirements and regulations.  
[Amended 5-21-1997 by Ord. No. 97-12]
- C. To engage in surf fishing in the bathing areas during bathing hours.
- D. To fail to obey immediately all orders, directions, whistles or other signals used by the lifeguards and police.
- E. To use said beaches for picnicking, the term "picnicking" meaning the carrying of or otherwise transporting of any box, basket, bag or tub or other receptacle in which there is contained food or beverage, or both, and the consumption of such food or beverages on the public beaches. However, an exception to the foregoing prohibition may be permitted by the Borough of Longport pursuant to an adopted resolution permitting picnicking and charcoal barbecue grills at certain times and under certain safety, sanitary and other conditions as may be contained in any such resolution.  
[Amended 3-11-2009 by Ord. No. 2009-04]
- F. To change clothes, dress, undress or otherwise to disrobe, except for the removal of outer wraps.
- G. To sleep on the public beaches during any time between sunset and sunrise.
- H. To act in a loud, indecent, obscene or offensive manner.
- I. To revel, disport or behave in a noisy and boisterous manner, emitting loud cries and other noises, so as to inconvenience others, or otherwise disrupt and disturb the public peace and dignity within the beach areas defined.
- J. To climb upon, stand on or tamper with or handle the lifeguard boats or other equipment used by the lifeguards.
- K. To throw, bat or catch a baseball, football, basketball or softball, or engage in playing of any games endangering the health and safety of others. This section shall not apply to the playing of beach tennis or reasonable playing of catch with a soft rubber or beach ball.
- L. To throw, place, deposit or leave any bottles, glass, crockery, sharp or pointed articles or things, paper, refuse or debris of any kind on the beaches.

- M. To peddle, sell or offer for sale any article, goods, wares or merchandise on the public beaches, except by a vendor holding valid beach vending licenses and except for vending by the Borough of Longport. The Commissioners of the Borough of Longport may issue a vending license under such terms and conditions and under such rules and regulations as may be adopted by resolution. Without limitation of the generality of the foregoing, the terms, conditions, rules and regulations may include: (1) designating the portion of Longport beaches subject to vending; (2) length of the vending season; (3) vendor licensing and the length of the license term; (4) products which may be sold and maximum selling prices; (5) number of vending helpers; (8) revocation, renewal and transfer thereof; (9) indemnification of the Borough of Longport; and (10) such other matters as the Board of Commissioners may adopt. The foregoing terms in the singular shall include the plural and vice versa. No property right whatsoever shall accrue to a license holder under any circumstances, and the Borough shall not be under any obligation to issue or renew any beach vending license.  
[Amended 3-27-1996 by Ord. No. 96-02; 6-30-1999 by Ord. No. 10-1999; 11-3-2004 by Ord. No. 2004-28]
- N. To park vehicles, loiter, assemble, band or crowd together so as to interfere or be likely to interfere with the ingress and egress of others at the street ends approaching the beaches.
- O. To drive or move any vehicle on the beach at any time during the entire year without a permit in writing issued by the Chief of Police.
- P. To bring or permit dogs or other animals on the beachfront or the waters adjacent thereto or upon any public walk contained on the beachfront.
- Q. To fly a kite or kites of any size, shape or description, or to attempt to do so; or to propel or cause the movement of any object through the air, whether manually, mechanically or electrically, during the hours that the beach is made available for bathing.
- R. To start or maintain a fire or fires on the beach at any time during the entire year except those sponsored by the governing body of the Borough of Longport in accordance with any local, county and state regulation. However, an exception to the foregoing prohibition is the same exception as set forth in Subsection E which is incorporated herein by reference.  
[Amended 3-11-2009 by Ord. No. 2009-04; 10-7-2009 by Ord. No. 2009-31]
- S. To ride bicycles, skateboards or other wheeled recreational equipment upon the concrete seawall or oceanfront timber bulkhead at any time of year.  
[Added 4-7-1993 by Ord. No. 93-06; amended 5-19-1993 by Ord. No. 93-12]
- T. To walk, sit or otherwise occupy the concrete seawall or oceanfront timber or public bayfront bulkheads, except at designated streetend locations providing access to the beach area, at any time of year.  
[Added 4-7-1993 by Ord. No. 93-06; amended 5-19-1993 by Ord. No. 93-12; 9-18-2002 by Ord. No. 2002-14]
- U. Any person engaging in the use of a kayak must have a personal flotation device of an appropriate type for each person on board, regardless of length, in accordance with New Jersey State Police Boating Safety Regulations. Any person under the age of 14 shall be required to wear a personal flotation device of appropriate size and type. A person shall not use a kayak within 50 feet of a person in the water or a bathing beach. The governing body may, by resolution, designate bathing beaches and other rules and regulations for beaches.  
[Added 5-21-1997 by Ord. No. 97-12; amended 5-20-1998 by Ord. No. 4-98]
- V. For the purpose of this article, "personal watercraft" shall mean a power vessel defined as a Class "A" vessel as determined by the United States Coast Guard rules and regulations. A personal watercraft shall operate at a safe speed to take proper and effective action to avoid collision and stop within a distance appropriate to the prevailing circumstances. A person shall not operate a personal watercraft within 50 feet of a bathing beach or a person in the water. A person shall not operate a personal watercraft above idle speed within 50 feet of a shoreline. An operator of a personal watercraft shall not operate in a reckless manner which would endanger other craft or the life or limb of any person upon any craft in the water or a rescuer providing assistance. Any person operating a personal watercraft shall at all times, when the personal watercraft is in operation, wear a United States Coast Guard approved Type I, II, III or V Hybrid Personal Flotation Device. This regulation shall govern any operator of a personal watercraft in the waters of the Borough of Longport.

Personal watercraft used by the Borough of Longport are exempt from the foregoing requirements and regulations.

[Added 5-21-1997 by Ord. No. 97-12]

- W. The Board of Commissioners of the Borough of Longport is hereby authorized and empowered to adopt by resolution such reasonable rules and regulations as may be deemed necessary which interpret, amplify and administer any provision hereof.

[Added 5-21-1997 by Ord. No. 97-12]

*Borough of Longport, NJ  
Tuesday, April 3, 2018*

## Chapter 96. Fishing

### § 96-1. Fishing prohibited in designated location.

As an aid to the prevention of accidents and avoidance of nuisances, all fishing is hereby prohibited within the dedicated limits of Atlantic Avenue between Eleventh Avenue and Thirteenth Avenue in the Borough of Longport, Atlantic County, New Jersey.

### § 96-2. Violations and penalties.

[Amended 5-4-1983]

Any person violating the provisions of this chapter shall, upon conviction thereof, be subject to imprisonment in the county jail or in any place provided by the municipality for the detention of prisoners for any term not exceeding 90 days, or to a fine not exceeding \$500, or both.

*Borough of Longport, NJ  
Tuesday, April 3, 2018*

## Chapter 61. Beaches, Parks and Recreational Areas

### Article V. Dune Regulations

#### § 61-50. Findings; purpose.

- A. It has been clearly demonstrated that well-established and protected sand dunes, together with properly maintained beach and dune areas, are an effective protection against high tides and flooding and against property damage by the ocean under storm conditions and that they provide desirable protection of the coastal areas adjacent thereto, and the State of New Jersey, along with its political subdivisions and their inhabitants, have an interest in the continued protection and preservation thereof and in the restoration of them in the event of property damage or destruction.
- B. The developed coastal areas of New Jersey, including developed barrier islands and adjacent shorefront areas, represent a unique and invaluable social, economic, recreational and aesthetic resource. Given the present degree of commercial and residential development in these areas, given the measurable and intangible benefits that accrue to the residents of the State of New Jersey and the public at large from the beach, boating, fishing and vacation facilities that this diversely developed coastal area offers and given the present extensive knowledge of the protective and restorative nature of beach nourishment, dune creation, dune restoration and other selected coastal engineering programs, it is hereby declared that it is appropriate, essential, feasible and in the public interest to preserve, protect and enhance these coastal regions in their developed state.
- C. It is the purpose of this article to define the areas so affected and to establish regulations to assure their continued effectiveness. This article is declared to be an exercise of the police power in the interest of safety and welfare and for the protection of persons and property.

*Borough of Longport, NJ  
Tuesday, April 3, 2018*

## Chapter 82. Dogs and Other Animals

### Article V. Feeding of Wildlife

#### § 82-25. Definitions.

For the purpose of enforcement, the following terms, phrases, words, and their derivations shall have the meanings stated herein unless their use in the text of this article clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future; words used in the plural number include the singular number; and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

##### **FEED**

To give, place, expose, deposit, distribute, or scatter any edible material with the intention of feeding, attracting, or enticing wildlife. Feeding does not include baiting in the legal taking of fish and/or game.

##### **PERSON**

Any individual, corporation, company, partnership, firm, association, or political subdivision of this state subject to municipal jurisdiction.

##### **WILDLIFE**

All animals that are neither human nor domesticated.

*Borough of Longport, NJ  
Tuesday, April 3, 2018*

## Chapter 61. Beaches, Parks and Recreational Areas

### Article VI. Nonpaid Beaches

#### § 61-71. Rules and regulations.

- A. Each and every rule and regulation and hours of use pertaining to paid beaches pursuant to Article I of Chapter 61 is incorporated by reference in its entirety as if set forth herein at length except to the extent inconsistent herewith or with the Commissioner's published rules and regulations. In addition, no bathing, swimming or other in-water activity shall be permitted on nonpaid beaches except for fishermen fishing from the surf. The hours of use regulation shall not apply to fishermen fishing exclusively from rock jetties.
- B. The Director of Public Works may adopt additional rules and regulations from time to time as the need arises. Such rules and regulations shall be posted on the public bulletin board in Borough Hall for no less than three consecutive weeks and kept on file in the Clerk's office.

**BOROUGH OF LONGPORT**

**RESOLUTION #2017-43**

**A RESOLUTION DESIGNATING THE AREAS AND TIMES PERMITTING  
THE SPORT OF SURFING AND SURF RIDING WITHIN THE BOROUGH OF  
LONGPORT**

WHEREAS, it is in the interest of the Borough of Longport to designate areas and times for surfing and surf riding within the Borough of Longport.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners as follows:

Designated locations for surfing and surf riding:

12<sup>th</sup>, 22<sup>nd</sup>, 28<sup>th</sup> and 32<sup>nd</sup> Avenues

No person shall engage in the sport of surfing or surf riding within the Borough of Longport at any other location except as specified above between the hours of 10 AM and 6 PM.

This Resolution is promulgated pursuant to the authority of the Ordinances of the Borough of Longport, the enforcement of which is duly provided in Chapter 61 of the Borough of Longport Code.

This Resolution shall take effect immediately and all other Resolutions inconsistent herewith are hereby repealed.

	Motion	Second	Yes	Nay	Abstain	Absent
Russo						xx
Leeds	xx		xx			
Lawler		xx	xx			

Date: 3-22-2017

certified by \_\_\_\_\_  
Emilia R. Strawder, RMC/Clerk

**BOROUGH OF LONGPORT**

**RESOLUTION #2017-42  
A RESOLUTION DESIGNATING BEACH LOCATIONS IN THE BOROUGH OF  
LONGPORT FOR USE IN LAUNCHING AND RETRIEVING OF KAYAKS ON  
BOROUGH BEACHES**

WHEREAS, it is in the interest of the Borough of Longport to designate beach locations for the use of launching and retrieving of kayaks on the Borough beaches;

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners as follows:

Designated locations for launching and retrieving kayaks on Longport's beaches are as follows:

Between 14<sup>th</sup> and 15<sup>th</sup> Avenues; between 22<sup>nd</sup> and 23<sup>rd</sup> Avenues; between 27<sup>th</sup> and 29<sup>th</sup> Avenues and between 32<sup>nd</sup> and 33<sup>rd</sup> Avenue's drainage pipe.

This Resolution is promulgated pursuant to the authority of the Ordinances of the Borough of Longport, the enforcement of which is duly provided in Chapter 61 of the Borough of Longport Code.

This Resolution shall take effect immediately and all other Resolutions inconsistent herewith are hereby repealed.

	Motion	Second	Yes	Nay	Abstain	Absent
Russo						x
Leeds		x	x			
Lawler	x		x			

Date: 3-22-2017

certified by Emilia R. Strawder, RMC/Clerk

# **APPENDIX C ARMY CORPS OF ENGINEERS**

STATE AID AGREEMENT  
BETWEEN  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
THE BOROUGH OF LONGPORT  
FOR CONSTRUCTION OF  
BRIGANTINE INLET TO GREAT EGG HARBOR INLET,  
ABSECON ISLAND, NEW JERSEY  
HURRICANE AND STORM REDUCTION PROJECT  
PROJECT NUMBER 6057-1

THIS AGREEMENT made and executed this 31<sup>st</sup> day of October, Two Thousand and Fourteen BY AND BETWEEN THE BOROUGH OF LONGPORT, a Municipal Corporation in the County of Atlantic, 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, Construction of the Brigantine Inlet to Great Egg Harbor Inlet, Absecon Island, New Jersey Hurricane and Storm Reduction Project, hereinafter referred to as the "Project", was authorized by Section 101(b)(13) of the Water Resources Development Act of 1996, Public Law 104-303; and

WHEREAS, Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, (33 U.S.C. 2213) specifies the cost-sharing requirements applicable to the Project authorized by the federal government, hereinafter referred to as the "Government," through a delegation to the U.S. Army Corps of Engineers, hereinafter referred to as the "Corps," to extend Federal participation in the initial construction and periodic renourishment and construction of shore protection features of the Project for fifty years; and

WHEREAS, the Government and the State as the non-federal sponsor, hereinafter referred to as the "Non-Federal Sponsor," entered into a Project Cooperation Agreement (hereinafter the "2003 PCA") for construction, operation, and maintenance of the Project on July 31, 2003; and

WHEREAS, pursuant to the 2003 PCA, the Government and Non-Federal Sponsor completed Phase I of the Project, which was for the initial construction of the beach and dune features of the Project in Atlantic City and Ventnor City in 2004;

WHEREAS, under the Construction heading, Chapter 4, Title X, Division A of the Disaster Relief Appropriations Act of 2013, Public Law 113-2 (127 Stat. 24-25) enacted January 29, 2013, hereinafter "DRAA 13," the Secretary of the Army is authorized, at full Federal expense using funds provided in DRAA 13, to complete construction of certain

WHEREAS, the Municipality currently provides restroom facilities at Community Building located at 33<sup>rd</sup> & Atlantic Avenue and Municipal Hall located at 2305 Atlantic Avenue; 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; and

NOW THEREFORE, all Parties hereto do mutually agree as follows:

- (1) The Municipality shall provide perpetual easements for the properties listed in Appendix C1 in accordance with the terms of Appendix D for the perpetual easements necessary for public access to and use of the entire beachfront and tidal lands in the Project construction area, as well as construction access necessary for construction, renourishment activities, and maintenance, including providing access to the Office, the Department, and the Army Corps of Engineers, their representatives, agents, contractors and assigns. The Municipality shall also provide temporary easements for the properties listed in Appendix C2 in accordance with the terms of Appendix E necessary for temporary storage and temporary construction activities. A certification that perpetual easements for the properties listed in Appendix C1 and C2 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. As requirement for the Project, the Municipality shall also provide access necessary to ensure the protection of threatened and endangered wildlife and vegetation and for the implementation and enforcement of the beach wildlife and Seabeach Amaranth management plan developed under (7) below, to the Office, the Department, and the Corps, their agents, employees, and contractors.
- (2) In satisfying their obligations in this Agreement, the parties hereto 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).
- (3) Bulldozing, excavation or mechanical alteration of any beach and dune is strictly prohibited, except as permitted by the Department's Standards for Beach and Dune Activities in accordance with the Department's Coastal Zone Management rules (N.J.A.C. 7:7E-1 et seq.). The Municipality shall not conduct or allow obstructions or encroachments that reduce the level of protection of the Project or hinder operation and maintenance of the Project.

- (4) The Municipality shall provide and maintain all existing public access and parking areas. All public access resulting from the operation of this Agreement shall be provided in a nondiscriminatory manner in accordance with law.
- (5) 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.
- (6) The Municipality, pursuant to the Endangered Species Act (16 U.S.C. 1531, et. seq.), its implementing regulations (50 CFR Part 17), and the requirements under the U.S. Fish and Wildlife Service document entitled, "Biological Opinion on the Effects of Federal Beach Nourishment Activities Along the Atlantic Coast of New Jersey Within the U.S. Army Corps of Engineers, Philadelphia District on the Piping Plover (*Charadrius melodus*) and Seabeach Amaranth (*Amaranthus pumilus*)", shall develop and implement one federally approved beach species management plan entitled, "Borough of Longport Management Plan for the Protection of Listed Species" for the entire municipality. The plan shall be formally adopted through a memorandum of agreement among the Municipality, the Department's Division of Fish and Wildlife's Nongame Endangered Species Program, and the New Jersey Natural Lands Management Program, and the Municipality will be required to comply with the following:

The Municipality must initiate contact with the U.S. Fish and Wildlife Service (Appendix F) within thirty (30) days of the signing of this Agreement. The Municipality must submit a draft management plan within six (6) months of the signing of this Agreement and have a final approved plan within eighteen (18) months of the signing of this Agreement.

Prior to the completion and adoption of a beach species management plan the Municipality agrees to observe and implement the guidelines established by the U.S. Fish and Wildlife Service as detailed in "Guidelines for Managing Recreational Activities in Piping Plover Breeding Habitat on the U.S. Atlantic Coast to Avoid Take Under Section 9 of the Endangered Species Act" (Appendix G) and to observe and implement the following U.S. Fish and Wildlife Service recommendations for protection of Seabeach Amaranth in documented protective zone (as based on plant distribution from the last three (3) seasons or if a new plant were to grow):

- Beach raking is prohibited from the landward limit of the dune or seawall to the mean high water line from May 15 to December 1.
- Sand scraping or other mechanical manipulation of the beach is prohibited year round.
- Vehicle use is restricted to essential and emergency services, and to the area below the mean high water line, from May 15 to December 1.

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.

The Office will invoice the Municipality for their share of the cost of each phase of the Project. The Office will not authorize the Corps to commence with the award or construction of any phase of the Project until the Municipality pays to the Office the Municipality's funding share. At the time of executing this Agreement, there are no Municipal betterments as part of the Phase II Project.

- (11) 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 account 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.
- (12) If the Office fails to receive annual appropriations or the federal share provided for under the PPA in amounts sufficient to meet the Office's project costs for the then current 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.
- (13) 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:

Nicholas Russo, Mayor  
Borough of Longport  
2305 Atlantic Avenue  
Longport, New Jersey 08403

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.

- (14) 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.
- (15) 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.
- (16) Nothing contained herein shall be construed so as to create rights in any third party.
- (17) 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.
- (18) This Agreement may be executed in counterparts.
- (19) If any provision of this Agreement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Agreement 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.
- (20) This Agreement shall be interpreted in accordance with the laws of the State of New Jersey.

Once the Project is complete, the Municipality is responsible for all future routine operation, maintenance and associated costs of the Project between jointly performed beach renourishment. 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. Future non-routine maintenance of the Project shall be subject to the availability of Municipal, Federal, and State funding and covered in further detail by a future State Aid Agreement signed by the parties.

- (2) All parties understand and agree that the intent of this Project is to provide shoreline stabilization and storm damage reduction along the Atlantic Ocean in the Borough of Longport. This Project has been designed by the U.S. Army Corps of Engineers and reviewed and approved by the Office and the Municipality. Due to natural forces and/or changing conditions, there is no guarantee that the beachfill will persist or 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 LONGPORT

ATTESTED:

BY Nicholas Russo  
Nicholas Russo  
Mayor  
Borough of Longport  
Emilia R. Strawder  
Emilia R. Strawder  
Clerk  
Borough of Longport

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

ATTESTED:

BY Dave Rosenblatt  
Dave Rosenblatt  
Administrator  
Office of Engineering & Construction

APPROVED:

BY Rich Boornazian  
Rich Boornazian  
Assistant Commissioner  
Natural & Historic Resources

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

John Jay Hoffman  
Acting Attorney General of New Jersey

BY David C. Apy  
David C. Apy  
Assistant Attorney General

PROJECT PARTNERSHIP AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
THE NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FOR  
THE BRIGANTINE INLET TO GREAT EGG HARBOR INLET, ABSECON ISLAND,  
NEW JERSEY  
HURRICANE AND STORM DAMAGE REDUCTION PROJECT

THIS AGREEMENT is entered into this 23<sup>rd</sup> day of June, 2014, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Philadelphia District (hereinafter the "District Engineer") and the New Jersey Department of Environmental Protection (hereinafter the "Non-Federal Sponsor"), represented by the Commissioner.

WITNESSETH, THAT:

WHEREAS, construction of the Brigantine Inlet to Great Egg Harbor Inlet, Absecon Island, New Jersey Hurricane and Storm Damage Reduction Project (hereinafter the "Project", as defined in Article I.A.) was authorized by Section 101(b)(13) of the Water Resources Development Act of 1996, Public Law 104-303;

WHEREAS, Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, (33 U.S.C. 2213) specifies the cost-sharing requirements applicable to the Project;

WHEREAS, the Government and the Non-Federal Sponsor entered into a Project Cooperation Agreement (hereinafter the "2003 PCA") for construction, operation, and maintenance of the Project on July 31, 2003;

WHEREAS, pursuant to the 2003 PCA, the Government has constructed some of the storm damage reduction features of the Project and performed some periodic renourishment related thereto;

WHEREAS, under the Construction heading, Chapter 4, Title X, Division A of the Disaster Relief Appropriations Act of 2013, Public Law 113-2 (127 Stat. 24 - 25) enacted January 29, 2013 (hereinafter "DRAA 13"), the Secretary of the Army is authorized, at full Federal expense using funds provided in DRAA 13, to complete construction of certain ongoing construction projects, which includes the remaining storm damage reduction features of the Project at an estimated total cost of \$73,639,000;

WHEREAS, subject to the availability of DRAA 13 funds, the Government will undertake the performance of relocations required for construction of the remaining

storm damage reduction features of the Project, notwithstanding that such work in general is the responsibility of the Non-Federal Sponsor;

WHEREAS, the provisions of Section 902 of the Water Resources Development Act of 1986, as amended, do not apply to DRAA 13 funds that will be used for construction of the remaining storm damage reduction features of the Project;

WHEREAS, the Government and Non-Federal Sponsor desire to enter into a Project Partnership Agreement (hereinafter the "Agreement") for construction of the remaining storm damage reduction features of the Project pursuant to the requirements of DRAA 13, and for periodic renourishment, operation, and maintenance of the Project, which includes the storm damage reduction features constructed pursuant to the 2003 PCA;

WHEREAS, 33 U.S.C. 701h authorizes the Government to undertake, at the Non-Federal Sponsor's full expense, additional work while the Government is carrying out the Project; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

#### ARTICLE I - DEFINITIONS

A. The term "Project" means the placement of approximately 8.1 miles of suitable beach fill to form a storm protection berm from the ocean front of Atlantic City to Longport with a width of 200 feet at elevation of +7.25 feet North American Vertical Datum of 1988 (NAVD88), with a dune at elevation +14.75 feet NAVD88 and a crest width of 25 feet for the ocean front of Atlantic City to Ventnor, transitioning near Ventnor to a berm width of 100 feet at elevation +7.25 feet NAVD88, with a dune at elevation +12.75 feet NAVD88 and a crest width of 25 feet for the ocean front of communities of Ventnor, Margate, and Longport; and 0.3 miles of bulkhead construction with stone revetment at a top elevation of +12.75 feet NAVD88 along the Absecon Inlet frontage of Atlantic City as generally described in the Report of the Chief of Engineers dated December 23, 1996 and as modified by the New Jersey Shore Protection, Brigantine Inlet to Great Egg Harbor Inlet, Absecon Island, New Jersey, Hurricane Sandy Limited Reevaluation Report, dated February 5, 2014 and approved by the Division Engineer for the North Atlantic Division on February 8, 2014 (hereinafter the "Decision Document").

B. The term "remaining storm damage reduction features" means those storm damage reduction features of the Project that were not constructed under the 2003 PCA. Such work consists of the placement of approximately 2.7 miles of suitable beach fill from the ocean front of Ventnor to Longport to form a storm protection berm with a

width of 100 feet at elevation of +7.25 feet NAVD88, with a dune at elevation +12.75 feet NAVD88 and a crest width of 25 feet; and 0.3 miles of bulkhead construction with stone revetment at a top elevation of +12.75 feet NAVD88 along the Absecon Inlet frontage of Atlantic City, as generally describe in the Decision Document.

C. The term "periodic renourishment" means the cost shared placement of suitable beach and dune fill material on the Project at appropriate intervals, as generally described in the Decision Document, during the 50 year period of Federal participation that began on the date of initiation of construction of features of the Project pursuant to the 2003 PCA or construction of the remaining storm damage reduction features of the Project pursuant to this Agreement, as applicable.

D. The term "periodic renourishment costs" means all costs incurred by the Government and Non-Federal Sponsor for each cycle of periodic renourishment in accordance with the terms of this Agreement that are directly related to periodic renourishment of the Project performed pursuant to this Agreement. The term includes, but is not necessarily limited to: the Government's engineering, design, and material placement and related costs; the Non-Federal Sponsor's creditable costs and the Government's costs of investigations to identify the existence and extent of hazardous substances; the costs of historic preservation activities except for data recovery for archaeological remains; the Government's supervision and administration costs; the Government's costs of monitoring; the Government's costs of participation in the Project Coordination Team; the Non-Federal Sponsor's creditable costs of additional real property interests and relocations; and the Government's costs of audit. The term does not include any costs for periodic nourishment that was performed pursuant to the 2003 PCA; operation, maintenance, repair, rehabilitation, or replacement; any costs for dispute resolution; any costs for betterments; any costs for additional work; or the Non-Federal Sponsor's cost of negotiating this Agreement.

E. The term "real property interests" means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material disposal areas. Acquisition of real property interests may require the performance of relocations.

F. The term "relocation" means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

G. The term "functional portion thereof" means a portion of the Project that has been completed and that can function independently, as determined in writing by the District Engineer, although the remainder of the Project is not yet complete.

H. The term "betterment" means a difference in the construction of an element of the Project that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to the construction of that element.

1. The term "additional work" means items of work related to, but not included in, the Project that the Government will undertake on the Non-Federal Sponsor's behalf while the Government is carrying out the Project, with the Non-Federal Sponsor responsible for all costs and any liabilities associated with such work.

## ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall construct the remaining storm damage reduction features of the Project using DRAA 13 funds. In the event that there are insufficient DRAA 13 funds to complete construction, such completion shall be subject to cost-sharing otherwise applicable to construction of the Project and amendment of this Agreement.

1. In accordance with the provisions of Article III, the Non-Federal Sponsor shall provide all real property interests required for construction, operation, and maintenance of the remaining storm damage reduction features of the Project, except that the Government shall perform all relocations required for construction.

2. The Non-Federal Sponsor shall provide 100 percent of the cost, if any, allocated by the Government to beach improvements with exclusively private benefits. In accordance with Article VII.C., the Non-Federal Sponsor shall provide the full amount of the funds required to cover such costs.

3. When the District Engineer determines that the remaining storm damage reduction features of the Project, or a functional portion thereof, are complete, the District Engineer shall so notify the Non-Federal Sponsor in writing and the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the remaining storm damage reduction features of the Project or such functional portion thereof. The Government shall furnish the Non-Federal Sponsor with an Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the "OMRR&R Manual") and copies of all as-built drawings for the completed work. The Non-Federal Sponsor will continue to operate, maintain, repair, rehabilitate, and replace the storm damage reduction features constructed pursuant to the 2003 PCA in accordance with the terms of this Agreement.

4. Notwithstanding any other provision of this Agreement, the Government shall not solicit bids on any construction contract for dredging and placement of beach fill until the Government has concluded formal consultation with the National Marine Fisheries Service under section 7(a)(2) of the Endangered Species Act, 16 U.S.C. 1536(a)(2). The Government may suspend or terminate construction of the remaining storm damage reduction features pursuant to Article VIII if the National Marine Fisheries Service finds in a Biological Opinion that construction of the remaining storm damage reduction features is likely to jeopardize the continued existence of any listed species or if the Government determines that suspension or termination is warranted due to the nature or impact of any reasonable and prudent measures or terms

and conditions imposed by the National Marine Fisheries Service in the Biological Opinion.

B. Subject to receiving funds appropriated by the Congress and funds provided by the Non-Federal Sponsor and in accordance with Federal laws, regulations, and policies, the Government shall undertake periodic renourishment as the Government, after consultation with the Non-Federal Sponsor, determines necessary and economically justified.

1. The Non-Federal Sponsor shall contribute 35 percent of the periodic renourishment costs allocated by the Government to hurricane and storm damage reduction for each cycle of periodic renourishment and 100 percent of the periodic renourishment costs allocated by the Government to beach improvements with exclusively private benefits. In accordance with Article III, the Non-Federal Sponsor shall provide any additional real property interests and perform any additional relocations required for a cycle of periodic renourishment. In accordance with Article IV, the Non-Federal Sponsor shall perform any additional investigations for hazardous substances required for a cycle of periodic renourishment. In accordance with Article VII.B., the Non-Federal Sponsor shall provide funds required to meet its cost share for such cycle of periodic renourishment. In addition, in accordance with Article VII.C., the Non-Federal Sponsor shall provide the full amount of the funds required to cover the periodic renourishment costs allocated to beach improvements with exclusively private benefits.

2. When the District Engineer determines that a cycle of periodic renourishment, or a functional portion thereof, is complete, the District Engineer shall so notify the Non-Federal Sponsor in writing and furnish the Non-Federal Sponsor with copies of all as-built drawings for such work. The Government's undertaking of a cycle of periodic renourishment has no effect on the Non-Federal Sponsor's continuing responsibility for operation, maintenance, repair, rehabilitation, and replacement of the Project. If a cycle of periodic renourishment changes those responsibilities, the Non-Federal Sponsor shall commence any additional responsibilities upon notification from the Government.

C. To the extent practicable and in accordance with Federal law and regulations, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on the solicitations for all contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders, prior to contract modification or if not possible as soon thereafter as possible; and all contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

D. The Government may include in its solicitation an optional bid item that the contractor shall take out and maintain Comprehensive General Liability Insurance which policy shall name the Non-Federal Sponsor as an additional insured and the policy may not be cancelled, terminated, or modified without 15 calendar days written advance

notice to the Government and the Non-Federal Sponsor. The Non-Federal Sponsor shall be responsible for all additional costs associated with this bid item. Moreover, the Government's Contracting Officer may decline to include such insurance requirements in any individual contract for construction of the Project where the requirements may result in a restriction in full and open competition, as defined by the Federal Acquisition Regulation, or other applicable procurement regulations. Nothing contained in this paragraph shall be construed to affect or limit in any way any rights or obligations of either party under any other provision of this Agreement, including the obligation of the Non-Federal Sponsor to hold and save the Government free from damages as described in Article X.

E. The Government, as it determines necessary, shall undertake the identification, survey, or evaluation of historic properties and other actions associated with historic preservation. All costs incurred by the Government for such work related to periodic renourishment shall be included in the periodic renourishment costs and shared in accordance with the provisions of this Agreement except that in the unlikely event that there are costs associated with data recovery of archaeological remains, such costs shall be borne entirely by the Government.

F. At least annually and after storm events, the Non-Federal Sponsor, at no cost to the Government, shall perform surveillance of the Project to determine losses of material and provide results of such surveillance to the Government.

G. Not less than once each year, the Non-Federal Sponsor shall inform affected interests of the extent of risk reduction afforded by the Project.

H. The Non-Federal Sponsor shall participate in and comply with applicable Federal floodplain management and flood insurance programs.

I. In accordance with Section 402 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 701b-12), the Non-Federal Sponsor shall prepare an updated floodplain management plan for the Project within one year after the effective date of this Agreement and shall implement such plan not later than one year after completion of construction of the remaining storm damage reduction features. The updated plan shall be designed to reduce the impacts of future flood and coastal events in the project area, including but not limited to, addressing those measures to be undertaken by non-Federal interests to preserve the level of flood and storm damage risk reduction provided by such work. The Non-Federal Sponsor shall provide an information copy of the updated plan to the Government.

J. The Non-Federal Sponsor shall publicize floodplain information in the area concerned and shall provide this information to zoning and other regulatory agencies for their use in adopting regulations, or taking other actions, to prevent unwise future development and to ensure compatibility with the Project.

K. The Non-Federal Sponsor shall prevent obstructions or encroachments on the Project (including prescribing and enforcing regulations to prevent such obstructions or encroachments) that might reduce the level of protection the Project affords, hinder operation and maintenance of the Project, or interfere with the Project's proper function.

L. For those shores, other than Federal shores, protected pursuant to this Agreement using Federal funds, the Non-Federal Sponsor shall ensure the continued public use of such shores compatible with the authorized purpose of the Project.

M. The Non-Federal Sponsor shall provide and maintain necessary access roads, parking areas, and other associated public use facilities, open and available to all on equal terms, as described in the Decision Document.

N. The Non-Federal Sponsor shall not use Federal Program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project, including periodic renourishment. Federal program funds are those funds provided by a Federal agency, other than the Department of the Army, plus any non-Federal contribution required as a matching share therefor.

O. Except as provided in Article V, the Non-Federal Sponsor shall not be entitled to any credit or reimbursement for costs it incurs in performing its responsibilities under this Agreement.

P. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

Q. The Non-Federal Sponsor may request in writing that the Government perform betterments or additional work on behalf of the Non-Federal Sponsor. Each request shall be subject to review and approval by the Division Engineer for the North Atlantic Division. If the Government agrees to such request, the Non-Federal Sponsor, in accordance with Article VII.C., must provide funds sufficient to cover the costs of such work in advance of the Government performing the work.

### ARTICLE III - REAL PROPERTY INTERESTS, RELOCATIONS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the real property interests needed for construction, operation, and maintenance of the remaining storm damage reduction features, for periodic renourishment of the

Project and, if applicable, any additional real property interests needed for betterments or additional work. The Government shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsor must provide, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition. The Non-Federal Sponsor shall acquire the real property interests and shall provide the Government with authorization for entry thereto in accordance with the Government's schedule for construction of the remaining storm damage reduction features, or for performance of periodic renourishment, as applicable. The Non-Federal Sponsor shall ensure that real property interests provided for the Project are retained in public ownership for uses compatible with the authorized purposes of the Project.

1. For construction, operation, and maintenance of the remaining storm damage reduction features of the Project, the Government shall perform all relocations. Nothing in this paragraph alters the Non-Federal Sponsor's responsibility under Article IV for the costs of any clean up and response related to the relocations.

2. For periodic renourishment of the Project, the Government, after consultation with the Non-Federal Sponsor, shall determine if any additional relocations are necessary and shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations and shall provide the Non-Federal Sponsor with a written notice to proceed with such relocations. The Non-Federal Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for the cycle of periodic renourishment.

B. To the maximum extent practicable, not later than 30 calendar days after the Government provides to the Non-Federal Sponsor written descriptions and maps of the real property interests required for construction, operation, and maintenance of the remaining storm damage reduction features of the Project, the Non-Federal Sponsor may request in writing that the Government acquire all or specified portions of such real property interests that are owned by private interests. If the Government agrees to such request, the Government shall acquire such real property interests applying Federal laws, policies, and procedures. The Government shall acquire such real property interests in the name of the Non-Federal Sponsor except, if acquired by eminent domain, the Government shall convey all of its right, title and interest to the Non-Federal Sponsor by quitclaim deed or deeds. The Non-Federal Sponsor shall accept delivery of such deed or deeds. The Government's acquiring such real property interests on behalf of the Non-Federal Sponsor does not alter the Non-Federal Sponsor's responsibility under Article IV for the costs of any clean up and response related thereto.

C. The Non-Federal Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring real property interests for construction, operation, maintenance, and periodic renourishment of the Project and shall inform all

affected persons of applicable benefits, policies, and procedures in connection with said Act. No person shall be displaced from their residence or business due to an exercise of the authority provided by N.J.S.A. App. §§ A:9-51.5-51.7 or N.J.S.A. § 12:3-64 until all relocation benefits and services required to be provided prior to displacement under said Act and Uniform Regulations have been provided.

#### ARTICLE IV - HAZARDOUS SUBSTANCES

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675), that may exist in, on, or under real property interests required for construction, operation, and maintenance of the remaining storm damage reduction features of the Project, and for periodic renourishment of the Project. However, for real property interests that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Engineer provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

B. In the event it is discovered that hazardous substances regulated under CERCLA exist in, on, or under any of the required real property interests, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide prompt written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under CERCLA and determine whether to initiate construction, or if already initiated whether to continue construction, suspend construction, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this Article upon direction by the Government, the Government may suspend or

terminate construction but may undertake any actions it determines necessary to avoid a release of such hazardous substances.

D. The Non-Federal Sponsor and the Government shall consult with each other in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the Project for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the Project in a manner that will not cause liability to arise under CERCLA.

#### ARTICLE V - REIMBURSEMENT AND CREDIT

A. The Government, in accordance with the provisions of this Article and subject to the availability of DRAA 13 funds, shall reimburse the Non-Federal Sponsor for costs it incurs to perform investigations for hazardous substances and to acquire from private owners real property interests determined by the Government to be required for construction, operation, and maintenance of the remaining storm damage reduction features of the Project, provided such acquisitions or investigations are performed pursuant to this Agreement or were performed pursuant to Government direction under the 2003 PCA. The Government shall include in periodic renourishment costs, and credit towards the Non-Federal Sponsor's share of such costs, the costs of any additional real property interests that the Non-Federal Sponsor must acquire from private owners for periodic renourishment; the costs of any additional relocations for periodic renourishment; and the costs to perform any additional investigation for hazardous substances for periodic renourishment.

B. To the maximum extent practicable, no later than 6 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the private owner, whichever occurs later, the Non-Federal Sponsor shall provide the Government with documents sufficient to determine the amount of reimbursement or credit to be provided for the real property interest in accordance with paragraphs C.1.a. through C.1.c. of this Article. For incidental costs associated with the acquisition of real property interests, for costs associated with relocations performed by the Non-Federal Sponsor for periodic renourishment, and for costs associated with investigations for hazardous substances, the Non-Federal Sponsor shall provide the Government with documentation sufficient for the Government to determine the amount of reimbursement or credit to be provided in accordance with paragraphs C.1.d., C.2., and C.3. of this Article no less frequently than on a biannual basis, to the maximum extent practicable. The Government shall provide the Non-Federal Sponsor with a list of the documents and any specific requirements necessary for reimbursement and credit.

C. The Government and the Non-Federal Sponsor agree that the amount of costs eligible for reimbursement during construction of the remaining storm damage reduction features, or credit in the case of periodic renourishment, shall be determined and reimbursed or credited in accordance with the following procedures, requirements, and conditions, as well as additional guidelines to be developed and mutually agreed upon by the Government and the Non-Federal Sponsor. Such costs shall be subject to audit in accordance with Article XII.C. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Non-Federal Sponsor shall obtain, for each real property interest it has acquired or will acquire from a private owner, an appraisal of the fair market value of such interest on the date of acquisition that is prepared by a qualified appraiser who is acceptable to the parties. To the maximum extent practicable, the appraisal shall meet the data documentation and reporting standards described in the Uniform Appraisal Standards for Federal Land Acquisitions (2000). The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. In the case of interests in lands subject to shore erosion, appraisals will determine fair market value considering non-speculative, reasonably calculable benefits that increase the property's value, regardless of whether those benefits are enjoyed to a lesser or greater degree by others in the community.

(1) Except for real property interests acquired through eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor provides the Government with an authorization for entry for such interest or concludes the acquisition of the interest through negotiation or eminent domain proceedings, whichever occurs later. If after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting and reimbursement purposes.

(2) The Government shall reimburse, or credit in the case of periodic renourishment, the Non-Federal Sponsor the amount actually paid to the private owner of such real property interests but not to exceed the appraised amount approved by the Government. Except for interests in lands subject to shore erosion, where the amount paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount for crediting and reimbursement purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government.

(1) If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. Except as provided in paragraph C.1.b.(3) below, fair market value for crediting and reimbursement purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

(2) If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for purpose of instituting the eminent domain proceeding. However, fair market value for crediting and reimbursement purposes shall be the amount of the court award for the real property interests taken (or the amount of any stipulated settlement, if applicable), or the amount determined by an appraisal prepared by the Government, whichever is less.

(3) For interests in lands subject to shore erosion acquired by eminent domain proceedings, fair market value for crediting and reimbursement purposes shall be the amount of the court award for the real property interests taken (or the amount of any stipulated settlement, if applicable), or the approved appraisal amount, whichever is less.

c. Waiver of Appraisal. Except as required by paragraph C.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(2):

(1) the private owner is donating the property to the Non-Federal Sponsor and releases the Non-Federal Sponsor in writing from its obligation to appraise the property, and the Non-Federal Sponsor submits to the Government a copy of the private owner's written release; or

(2) the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the property proposed for acquisition is estimated at \$10,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by Section 24.102(2) and submit a copy thereof to the Government for approval.

d. Incidental Costs. The Government shall reimburse the Non-Federal Sponsor for incidental costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred, in acquiring from private owners the real property interests required to be provided for construction, operation, and maintenance of the remaining storm damage reduction features of the Project pursuant to Article III. The Government shall include in the periodic renourishment costs, and credit towards the Non-Federal Sponsor's share of such costs, the incidental costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred in acquiring from private owners any additional real property interests required pursuant to Article III for periodic renourishment. Such incidental costs shall include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest pursuant to Article III.

2. Relocations. The Government shall include in the periodic renourishment costs, and credit towards the Non-Federal Sponsor's share of such costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred in the performance of any additional relocations directly related to periodic renourishment.

a. For a relocation other than a highway, the costs shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, street, or way, including any bridge thereof, that is owned by a public entity, the costs shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of New Jersey would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs include actual costs of performing the relocation; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with performance of the relocation, as determined by the Government. Relocation costs do not include any costs due to betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

d. Any credit afforded under the terms of this Agreement for the costs of relocations for periodic renourishment is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40

U.S.C. 276a et seq.), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 et seq.) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)). Notwithstanding any other provision of this Agreement, credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

3. Investigations in accordance with Article IV. The Government shall reimburse the Non-Federal Sponsor for costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred for investigations for hazardous substances that may exist in, on, or under real property interests that the Government determines, pursuant to Article III, to be required for construction, operation, and maintenance of the remaining storm damage reduction features of the Project. The Government shall include in the periodic renourishment costs, and credit towards the Non-Federal Sponsor's share of such costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred in the performance of any additional investigations for hazardous substances that may exist in, on, or under real property interests directly related to periodic renourishment.

D. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to reimbursement for costs incurred by the Non-Federal Sponsor using Federal program funds to acquire real property interests or to perform investigations in accordance with Article IV.A. Furthermore, the Non-Federal Sponsor shall not be entitled to reimbursement, or credit in the case of periodic renourishment, for costs incurred by the Non-Federal Sponsor:

1. for real property interests, relocations, or investigations in accordance with Article IV.A. that were previously credited or will be credited towards the non-Federal share of total project costs under the 2003 PCA;

2. for real property interests that were previously provided as an item of local cooperation for another Federal project;

3. to provide real property interests (other than those acquired through relocations) that are owned or controlled by other public entities;

4. to provide any additional real property interests, relocations, or investigations in accordance with Article IV.A. that the Government determines are needed for betterments or additional work; or

5. to defend against claims or litigation relating to an exercise of the authority provided by N.J.S.A. App. §§ A:9-51.5-51.7 or N.J.S.A. § 12:3-64, except for costs solely related to the amount of compensation due to private owners for real property interests taken for the Project.

## ARTICLE VI - PROJECT COORDINATION TEAM

To provide for consistent and effective communication, the parties shall establish a Project Coordination Team to discuss the progress of construction and significant issues or actions. The Project Coordination Team shall include the Government's Project Manager and the Non-Federal Sponsor's counterpart and one senior representative each from the Government and Non-Federal Sponsor. The Non-Federal Sponsor's costs for participation on the Project Coordination Team shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

## ARTICLE VII - METHOD OF PAYMENT

A. As of the effective date of this Agreement, the periodic renourishment costs for the Project are projected to be \$411,917,000, with the Government's share of such costs projected to be \$267,746,000 and the Non-Federal Sponsor's share of such costs projected to be \$144,171,000; the costs for betterments are projected to be \$0; and the costs for additional work are projected to be \$14,384,000. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

### B. Payment of Funds for Periodic Renourishment.

1. For each cycle of periodic renourishment performed pursuant to this Agreement, the Government shall provide the Non-Federal Sponsor with quarterly reports setting forth the estimated periodic renourishment costs and the Government's and Non-Federal Sponsor's estimated shares of that cost; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable additional real property interests, relocations, and investigations for hazardous substances, and the estimated amount of funds required from the Non-Federal Sponsor during the upcoming fiscal year, which begins on October 1st of the then-current year and ends on September 30th of the following year.

2. After considering the estimated amount of credit for additional real property interests, relocations, and investigations for hazardous substances, the Government shall determine the estimated total amount of funds required from the Non-Federal Sponsor for the current cycle of periodic renourishment. No later than 60 calendar days prior to the beginning of a fiscal year in which the Government will be incurring periodic renourishment costs, the Government shall notify the Non-Federal Sponsor in writing of the amount of funds required from the Non-Federal Sponsor during that fiscal year. No later than 30 calendar days prior to the beginning of that fiscal year, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government by delivering a check payable to "FAO, USAED, Philadelphia (B5)" to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account

acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

3. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover the non-Federal proportionate share of costs as those costs are incurred. If the Government determines at any time that additional funds will be needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of the periodic renourishment costs, the Government shall notify the Non-Federal Sponsor in writing of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds through any of the payment mechanisms specified in paragraph B.2. of this Article.

4. Upon conclusion of each cycle of periodic renourishment and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting for such cycle and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds by delivering a check payable to "FAO, USAED, Philadelphia (E5)" to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds.

C. Payment of Costs for Beach Improvements with Exclusively Private Benefits, Betterments, and Additional Work.

1. No later than 30 calendar days of receiving written notice of the amount of funds required to cover any such costs, as applicable, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government by delivering a check payable to "FAO, USAED, Philadelphia (E5)" to the District Engineer, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. If at any time the Government determines that additional funds are required to cover any such costs, as applicable, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government.

#### ARTICLE VIII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate construction or periodic renourishment of the Project unless the Assistant Secretary of the Army (Civil Works)

determines that continuation of such work is in the interest of the United States or is necessary in order to satisfy agreements with other non-Federal interests.

B. If the Government determines at any time that the DRAA 13 funds made available for construction of the remaining storm damage reduction features of the Project are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsor in writing, and upon exhaustion of such funds, the Government shall suspend construction until the parties execute an amendment to this Agreement that provides for cost-sharing of the remaining work.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. In the event of termination pursuant to this Article or Article II.A.4., the parties shall conclude their activities relating to construction or periodic renourishment of the Project or functional portion thereof, as applicable. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

E. Any suspension or termination shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

#### ARTICLE IX - OPERATION, MAINTENANCE, REPAIR, REHABILITATION, AND REPLACEMENT

A. The Non-Federal Sponsor, at no cost to the Government, shall operate, maintain, repair, rehabilitate, and replace the Project, which includes the storm damage reduction features constructed pursuant to the 2003 PCA. The Non-Federal Sponsor shall conduct its operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner compatible with the authorized purpose of the Project and in accordance with applicable Federal and State laws and specific directions prescribed by the Government in the OMRR&R Manual and any subsequent amendments thereto. Nothing in this paragraph is intended to affect eligibility under Public Law 84-99 (33 U.S.C. 701n).

B. The Government may enter, at reasonable times and in a reasonable manner, upon real property interests that the Non-Federal Sponsor now or hereafter owns or controls to inspect the Project, and, if necessary, to undertake any work necessary to the functioning of the Project for its authorized purpose. If the Government determines that

the Non-Federal Sponsor is failing to perform its obligations under this Agreement and the Non-Federal Sponsor does not correct such failures within a reasonable time after notification by the Government, the Government may undertake any operation, maintenance, repair, rehabilitation, or replacement of the Project. No operation, maintenance, repair, rehabilitation, or replacement by the Government shall relieve the Non-Federal Sponsor of its obligations under this Agreement or preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance of this Agreement.

#### ARTICLE X - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, periodic renourishment, operation, maintenance, repair, rehabilitation, and replacement of the Project, except for damages due to the fault or negligence of the Government or its contractors.

#### ARTICLE XI - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other parties in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

#### ARTICLE XII - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for maintaining books, records, documents, or other evidence pertaining to Project costs and expenses in accordance with 33 C.F.R. 33.20 for a minimum of three years after the final accounting. To the extent permitted under applicable Federal laws and regulations, the parties shall each allow the other to inspect such books, records, documents, or other evidence.

B. The Non-Federal Sponsor is responsible for complying with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507). To the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsor and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

C. Pursuant to 31 U.S.C. 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsor is required to conduct under the Single Audit Act

Amendments of 1996. The Government's costs of audits for any cycle of periodic renourishment shall be included in the periodic renourishment costs.

#### ARTICLE XIII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

#### ARTICLE XIV - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor:

Commissioner  
New Jersey Department of Environmental Protection  
401 E. State St.  
7<sup>th</sup> Floor, East Wing  
P.O. Box 402  
Trenton, New Jersey 08625-0402

If to the Government:

District Engineer  
U.S. Army Engineer District, Philadelphia  
Wanamaker Building  
100 Penn Square East  
Philadelphia, PA 19107-3390

B. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

#### ARTICLE XV - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

#### ARTICLE XVI - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

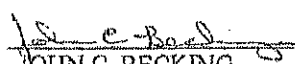
Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

#### ARTICLE XVII - OBLIGATIONS OF FUTURE APPROPRIATIONS

The Non-Federal Sponsor intends to fulfill fully its obligations under this Agreement. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by the legislature of the State of New Jersey, where creating such an obligation would be inconsistent with New Jersey Constitution Article 8, Section 2, Paragraphs 2 and 3, NJ.S.A. 59:13-1 et seq., and NJ.S.A. 59:1-1 et seq. of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

BY:   
JOHN C. BECKING  
Lieutenant Colonel, U.S. Army  
District Engineer

DATE: 23 Jan 2014

NEW JERSEY DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

BY:   
BOB MARTIN  
Commissioner

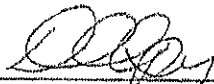
DATE: 6/23/2014

# CERTIFICATE OF AUTHORITY

I, David C. Apy, do hereby certify that I am the principal legal officer of the New Jersey Department of Environmental Protection, that the New Jersey Department of Environmental Protection is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the New Jersey Department of Environmental Protection in connection with the Brigantine Inlet to Great Egg Harbor Inlet, Absecon Island, New Jersey Hurricane and Storm Damage Reduction Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. Section 1962d-5b), and that the persons who have executed this Agreement on behalf of the New Jersey Department of Environmental Protection have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this

20th day of JUNE 2014.



DAVID C. APY  
Assistant Attorney General

### CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

  
\_\_\_\_\_  
BOB MARTIN  
Commissioner  
New Jersey Department of Environmental Protection

DATE: 6/23/2014

APPENDIX B

PROJECT 6057 BRIGANTINE INLET TO GREAT EGG HARBOR INLET,  
ABSECON ISLAND, NEW JERSEY  
HURRICANE AND STORM REDUCTION PROJECT

LONGPORT COST SHARING ANALYSIS

Brigantine Inlet to Great Egg Harbor Inlet  
Longport  
Beachfill Cost Estimate  
Cost Estimate based upon:

ESTIMATED TOTAL INITIAL CONSTRUCTION COST \$ 73,000,000.00  
(100% Federal)

Beach Replenishment	\$ 32,000,000.00
Absecon Inlet CSDR Structures	\$ 41,000,000.00
TOTAL	\$ 73,000,000.00

Federal and Non-Federal CMC Estimated Cost Share

100% Federal Share	\$73,000,000.00
Total	\$73,000,000.00

APPENDIX C1

FLAT BEACH PERPETUAL EASEMENTS WILL BE ACQUIRED FOR:

BLOCK	LOT	DESCRIPTION/REMARKS
8	1	PUBLIC - OBTAINED
10	1	PUBLIC - OBTAINED
20	1.01	PRIVATE - OBTAINED (DCA)
20	1.02	PRIVATE - OBTAINED (DCA)
20	2	PRIVATE - OBTAINED (DCA)
21	1	PUBLIC - OBTAINED
24	1	PUBLIC - OBTAINED
27	1	PUBLIC - OBTAINED
31	1	PUBLIC - OBTAINED
31.01	1	PUBLIC - OBTAINED
35	1	PRIVATE - OBTAINED (DCA)
35	12	PRIVATE - OBTAINED (DCA)
35.01	1.01	PRIVATE - OBTAINED (DCA)
35.01	12.01	PRIVATE - OBTAINED (DCA)
39	1	PRIVATE - NOT OBTAINED
125	1.01	PRIVATE - OBTAINED (DCA)
125	2.01	PRIVATE - OBTAINED (DCA)
126	4.01	PRIVATE - OBTAINED
127	1	PUBLIC - OBTAINED
Beach Ave. Public Beach		PUBLIC - NOT OBTAINED

APPENDIX C2

TEMPORARY STORM DAMAGE REDUCTION BEACHFILL WORK AREA  
EASEMENTS WILL BE ACQUIRED FOR:

BLOCK	LOT	DESCRIPTION/REMARKS
101	1	PUBLIC - NOT OBTAINED
10	1	PUBLIC - NOT OBTAINED

APPENDIX D  
PERPETUAL EASEMENT

DEED OF DEDICATION AND PERPETUAL STORM

DAMAGE REDUCTION EASEMENT

THIS DEED OF DEDICATION AND PERPETUAL STORM DAMAGE REDUCTION EASEMENT IS MADE THIS \_\_\_\_\_ day of \_\_\_\_\_ 2014 BY AND BETWEEN

whose address is:

referred to herein as Grantor,

AND

THE BOROUGH OF LONGPORT, a Municipal Corporation of the State of New Jersey whose post office address is Municipal Clerk, 2305 Atlantic Avenue, Longport, New Jersey 08403, AND THE STATE OF NEW JERSEY referred to herein collectively as the Grantee,

WITNESSETH

WHEREAS, Grantor is the owner of that certain tract of land, located in the Borough of Longport, County of Atlantic, State of New Jersey, and identified as Block \_\_\_\_\_, Lot \_\_\_\_\_, on the official tax map of the Borough of Longport, hereinafter the "Property," and Grantor holds the requisite interest to grant this Deed of Easement; and

WHEREAS, the Grantee recognizes that the beach at the Borough of Longport, New Jersey, is subject to constant erosion and degradation, thereby destroying a valuable natural resource and threatening the safety and property of the Grantor and of all of the citizens of the State; and,

WHEREAS, the Grantee desires to participate with each other and the United States Army Corps of Engineers to construct the Brigantine Inlet to Great Egg Harbor Inlet - Abasco Island, New Jersey Hurricane and Storm Damage Reduction Project, as defined in the June 17, 2014 Major Partnership Agreement between the Department of the Army and the State of New Jersey, hereinafter the "Project"; and,

WHEREAS, construction of the Project includes periodic reinforcement, which may be performed solely by the Grantee or in conjunction with the United States Army Corps of Engineers; and,

WHEREAS, in order to accomplish part of the Project, Grantee needs a Perpetual Storm Damage Reduction Easement on portions of said Property herein described; and,

WHEREAS, the United States Army Corps of Engineers and/or State of New Jersey, will not participate in the Project unless the Grantee assigns the real property interest herein described in all real property needed for the Project; and,

WHEREAS, the Borough of Longport shall consider this Deed of Easement in establishing the full assessed value of any lands subject to any restriction; and,

WHEREAS, the Grantor desires to cooperate in allowing the Project to take place on a portion of said Property; and,

WHEREAS, the Grantor acknowledges that it will benefit from the successful implementation of the Project; and,

WHEREAS, the Grantor acknowledges that after successful implementation of the Project the beach and dune are still subject to the forces of nature which can result in both erosion and accretion of the beach and dune; and,

NOW, THEREFORE, in consideration for the benefits to be received by the Grantor from the successful implementation of the Project, the Grantor grants and conveys to Grantee an irrevocable, assignable, perpetual and permanent easement as set forth herein.

**GRANT OF EASEMENT:** I, person(s) and assigns, easement and right(s) in the Project, in, on, over and across that portion of the property, as shown on the attached Exhibit A for use by the State of New Jersey and the Borough of Longport, their representatives, agents, contractors and employees:

- a. Construct, preserve, patrol, operate, maintain, repair, remove, alter, and replace a public beach, dune system, and other erosion control and dune damage reduction measures together with appurtenances thereto, including the right to deposit sand, to accomplish any alterations of the contours of said land, to construct dunes and dikes, and to monitor and reprofile periodically;
- b. Move, temporarily store and remove equipment and supplies;
- c. Erect and remove temporary structures;
- d. Perform any other work necessary and incident to the construction, periodic refurbishment, and maintenance of the Project together with the right of public use and access;
- e. Post signs, plant vegetation on said dunes and berms;
- f. Erect, maintain, and remove split screens and snow fences;
- g. Facilitate preservation of dune and vegetation through the limitation of public access to dune areas;
- h. Trim, cut, fell, and remove from said land all trees, underbrush, weeds, obstructions, and any other vegetation, structures, and obstacles within the limits of the easement;

The easement reserves to the Grantor, the Grantor's heirs, successors and assigns the right to construct a private dune overwalk structure in accordance with any applicable Federal, State, or local laws or regulations, provided that such structure shall not violate the integrity of the dune in shape, dimension, or function. Prior approval of the plans and specifications for such structures must be obtained from the Borough of Longport and the State of New Jersey. Such structures are to be constructed subordinate to the construction, operation, maintenance, repair, rehabilitation, and replacement of the project. The easement reserves to the Grantor, the Grantor's heirs, successors, and assigns all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby conveyed to the Grantees, subject however to existing easements for utilities and pipelines, existing public highways, existing paved public roads and existing public streets. Grantee hereby expressly agrees not to grade or excavate within the easement area or to place therein any structure or material other than a dune walkover as referenced above without prior approval of the plans and specifications for said activities from the Borough of Longport, the State of New Jersey and/or any applicable Federal agency, as required.

**Duration of Easement:** The easement granted hereby shall be in perpetuity, and in the event that the Borough of Longport or the State of New Jersey shall become merged with any other geo-political entity or entities, the easement granted hereby shall run in favor of surviving entities. The covenants, terms, conditions and restrictions of this Deed of Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the land.

**Municipality to Maintain Beach:** The Municipality agrees, consistent with all Federal, State and local statutes and regulations, that at all times it shall use its best, good-faith efforts to cause the beach area abutting Grantor's lands to be maintained, consistent with any applicable Federal, State or local laws or regulations, notwithstanding any action or inaction of the State of New Jersey, Department of Environmental Protection or the United States Army Corps of Engineers to maintain the beach area.

**Character of Property:** Notwithstanding the foregoing, nothing herein is intended or shall be deemed to change the overall character of the property as private property; nothing herein shall be deemed to grant to the Grantees or otherwise permit the Grantees or any other person to cross over or use any part of the property which is not within the Easement Area, nor is anything herein intended or shall be deemed to alter the boundary lines or estate lines of the Property.

by the execution of this Deed of Easement, to which shall apply the same intent as herein expressed, and that the intent and effect of the provisions herein contained shall be construed and applied as if they were applied to the provisions of the Municipality.

#### Miscellaneous:

1. The enforcement of the terms of this Easement shall be at the discretion of the Grantees and any forbearance by Grantees to exercise their rights under this Easement in the event of any violation by Grantor shall not be deemed or construed to be a waiver by Grantees of such term or of any subsequent violation or of any of Grantees' rights under this Easement. No delay or omission by Grantees in the exercise of any right or remedy in any violation by Grantor shall impair such rights or remedies or be construed as a waiver of such rights or remedies.
2. The interpretation and performance of this Deed of Easement shall be governed by the laws of the State of New Jersey.
3. If any provision of this Deed of Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
4. Any notice, demand, request, consent, approval or communication under this Deed of Easement shall be sent by regular first class mail, postage prepaid and by Certified Mail, Return Receipt Requested, addressed to the mailing addresses set forth above or any other address of which the relocating party shall notify the other, in writing.
5. The captions in this Deed of Easement have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.
6. Structures not part of the project are not authorized.
7. Grantor represents and warrants he/she it holds the exclusive ownership interest and authority to execute this Deed of Easement, and has given this Deed of Easement for the full and actual consideration as set forth herein.
8. This Deed may be executed in counterparts by the respective Parties, which together will constitute the original Deed.

IN WITNESS WHEREOF, with the parties of the first part, the undersigned, Notary Public for the State of New Jersey, do hereby certify that the foregoing is a true and correct copy of the original of the foregoing instrument.

Accepted by the  
PROPERTY OWNER, GRANTOR

Witnessed by:

BY:  
GRANTOR

NOTARY PUBLIC OF THE  
STATE OF NEW JERSEY

Date:

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_ SS.:

I HEREBY CERTIFY THAT ON \_\_\_\_\_ 2011,

personally came before me and this person acknowledged under oath, to my satisfaction that this person (and if more than one, each person);

1. is named in and personally signed this Deed of Easement; and

2. signed, sealed and delivered this Deed of Easement as his or her act and deed.

NOTARY PUBLIC OF THE  
STATE OF NEW JERSEY

Accepted by the  
BOROUGH OF LONGPORT, GRANTEE

Witnessed by:

BY:  
Nicholas Puccio, Mayor

NOTARY PUBLIC OF THE  
STATE OF NEW JERSEY

Date:

Accepted by the  
STATE OF NEW JERSEY, GRANTEE

Witnessed by:

BY:  
Dave Rosenblatt  
Administrator  
Office of Engineering & Construction

NOTARY PUBLIC OF THE  
STATE OF NEW JERSEY

Date:

APPENDIX E  
TEMPORARY EASEMENT

RIGHT-OF-ENTRY FOR TEMPORARY WORK AREA

THIS RIGHT-OF-ENTRY FOR TEMPORARY WORK AREA is made this \_\_\_\_\_ day of \_\_\_\_\_ 2014 by and

BETWEEN

whose address is

referred to herein as Grantor,

AND

THE BOROUGH OF LONGPORT, a Municipal Corporation of the State of New Jersey, whose post office address is Municipal Clerk, 2311 Atlantic Avenue, Longport, New Jersey 08403, AND THE STATE OF NEW JERSEY referred to herein collectively as the Grantees,

WITNESSETH

WHEREAS, Grantor is the owner of that certain tract of land, located in the Borough of Longport, County of Atlantic, State of New Jersey, and identified as Block \_\_\_\_, Lot \_\_\_\_, on the official tax map of the Borough of Longport; and,

WHEREAS, the property identified as Block \_\_\_\_, Lot \_\_\_\_, hereinafter referred to as the "Property," and Grantor holds the requisite interest to grant this Right-of-Entry; and

WHEREAS, the Grantees recognize that the beach at Absecon Island, New Jersey is subject to constant erosion and degradation, thereby destroying a valuable natural resource and threatening the safety and property of the Grantor and of all of the citizens of the State of New Jersey; and,

WHEREAS, the Grantor desires to participate with the Grantees and the United States Army Corps of Engineers to construct and maintain the Brigantine Inlet to Great Egg Harbor Inlet, Absecon Island, New Jersey Hurricane and Storm Reduction Project, hereinafter "Project"; and,

WHEREAS, in order to accomplish part of the Project, the Grantees need a Temporary Work Area on said Property; and,

WHEREAS, the Grantor desires to cooperate in allowing the Project to take place on a portion of said Property; and,

NOW, THEREFORE, in consideration of the benefits to be received by the Grantor from the successful implementation of the Project, the Grantor grants and conveys to Grantees an irrevocable, assignable, right-of-entry for temporary work area as set forth herein:

**GRANT OF RIGHT-OF-ENTRY.** A temporary right-of-entry and right-of-way on, over, over and across that land of the Property for a period beginning December 1, 2014 and continuing until completion of the initial construction of the Project, for use by the Grantees, United States Army Corps of Engineers and their representatives, agents, contractors and assigns, as a work area, including the right to borrow and/or deposit fill, spoil and waste material thereon, and move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the continuing construction and maintenance of the Project, together with the right to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the right-of-entry; reserving, however, to the Grantor, Grantor's heirs, successors and assigns, all such rights and privileges as may be used without interfering with or abating the temporary right-of-entry hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

**Character of Property.** Nothing contained herein shall be construed to alter the overall character of the Property, nor shall it be deemed to alter the boundary lines or surface area of the Property.

**Miscellaneous.**

1. The enforcement of the terms of this Right-of-Entry shall be at the discretion of the Grantees and any forbearance by the Grantee to enforce its rights under this Right-of-Entry in the event of any violation by Grantor shall not be deemed or construed to be a waiver by the Grantees of such term or of any subsequent violation or of any of Grantees' rights under this Right-of-Entry. No delay or omission by the Grantees in the exercise of any right or remedy upon any violation by Grantor shall impair such rights or remedies or be construed as a waiver of such rights or remedies.
2. The interpretation and performance of this Right-of-Entry shall be governed by the laws of the State of New Jersey.
3. If any provision of this Right-of-Entry or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Right-of-Entry or the application of said provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
4. Any notice, demand, request, consent, approval or communication under this Right-of-Entry shall be sent by regular first class mail, postage prepaid and by Certified Mail, Return Receipt Requested, addressed to the mailing addresses set forth above or any other address of which the relocating party shall notify the other, in writing.
5. No provision of this Right-of-Entry shall be construed against or interpreted to the disadvantage of any of the parties, the parties acknowledging herein that this Right-of-Entry shall be construed that they have jointly participated in the drafting and preparation of this instrument.
6. The captions in this Right-of-Entry have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.
7. Grantees shall at all times keep the Property, except as permitted herein, free of any work-related debris on the Property. The Property shall be restored to the pre-existing conditions at the conclusion of the initial work and after any subsequent disturbance. Grantees shall complete all work in a prompt and efficient manner.

IN WITNESS WHEREOF, with the parties undersigned, the Notary Public, at the City of Longport, County of Atlantic, State of New Jersey, on the 1st day of May, 1961, has hereunto set his hand and the seal of his office.

Accepted by the  
PROPERTY OWNER, GRANTOR

Witnessed by:

By:  
GRANTOR

NOTARY PUBLIC OF THE  
STATE OF NEW JERSEY

Date:

Accepted by the  
BOROUGH OF LONGPORT, GRANTEE

Witnessed by:

By:  
(Signature)

NOTARY PUBLIC OF THE  
STATE OF NEW JERSEY

(Print Name)

(Official Title)

Date:

Accepted by the  
STATE OF NEW JERSEY, GRANTEE

Witnessed by:

By:  
DAVID ROSENBLATT, ADMINISTRATOR  
ENGINEERING & CONSTRUCTION

NOTARY PUBLIC OF THE  
STATE OF NEW JERSEY

Date:

APPENDIX F

U.S. FISH AND WILDLIFE CONTACT INFORMATION

U.S. Fish and Wildlife Service  
New Jersey Field Office  
Eric Schrading, Field Office Supervisor  
927 North Main Street  
Bldg. D  
Pleasantville, NJ 08232  
(609) 646-9310

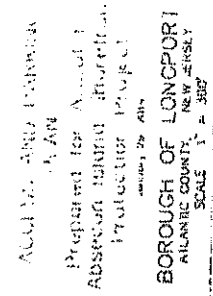
## APPENDIX G

### GUIDELINES FOR MANAGING RECREATION ACTIVITIES IN PIPING PLOVER BREEDING HABITAT ON THE U.S. ATLANTIC COAST TO AVOID TAKE UNDER SECTION 9 OF THE ENDANGERED SPECIES ACT

Northeast Region, U.S. Fish & Wildlife Service, April 15, 1994

<http://www.fws.gov/northeast/pipingplover/recguide.html>

## APPENDIX H



# **APPENDIX D**

## **RESOLUTION FOR INCORPORATING MPAP INTO MASTER PLAN**

**THIS RESOLUTION WILL BE ADOPTED  
ONCE THE DEPARTMENT HAD REVIEWED  
AND APPROVED THE PLAN**

Model Resolution for Incorporating MPAP into Master Plan

Resolution # Pending

**A RESOLUTION APPROVING THE MUNICIPAL PUBLIC ACCESS PLAN  
FOR THE BOROUGH OF LONGPORT**

WHEREAS, the Borough of Longport Municipal Public Access Plan (MPAP) was submitted to the Governing Body of the Borough of Longport, Atlantic County, New Jersey 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 Longport Municipal Master Plan,

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Longport, Atlantic County, New Jersey that the Longport Municipal Access Plan, dated [Month, Day, Year], which has been approved by the New Jersey Department of Environmental Protection and is hereby incorporated herein by reference, is hereby approved; and

BE IT FURTHER RESOLVED, the Longport Municipal Public Access Plan, dated [Month, Day, Year] shall herewith be incorporated into the Longport Municipal Master Plan as part of the Recreational Element; and

BE IT FURTHER RESOLVED a copy of the plan shall be sent to the Atlantic County Planning Board and to the Municipal Clerks of the Township of Egg Harbor, City of Ocean City, and City of Margate City in accordance with State Statutes.

I hereby certify the foregoing to be a resolution adopted by the Borough of Longport at a meeting held on *[Month, Day, Year]*.

---

Matthew Conlon, Acting Municipal Clerk

## **APPENDIX E**

# **DEED OF DEDICATION AND PERPETUAL PUBLIC ACCESS EASEMENT**

**BOROUGH OF LONGPORT**  
**Atlantic County - New Jersey**  
**Resolution 2020-61**

**A Resolution Granting the State of New Jersey a Deed of Dedication and Perpetual Public Access Easements as Required in the Municipal Public Access Plan**

**WHEREAS**, the Governing Body of the Borough of Longport has been directed by the State of New Jersey to provide a comprehensive Municipal Public Access Plan (MPAP) for the Borough in regards to public access to our waterways.

**WHEREAS**, the Borough submitted a MPAP to the State of New Jersey Department of Environmental Protection (DEP) which was rejected, in part, due to the Borough's failure to provide the State of NJ with Conservation Easements in regards to public access to our waterways as required by applicable Regulation.

**WHEREAS**, the Borough, through discussions with DEP, has determined it is required to provide the State of New Jersey with a "DEED OF DEDICATION AND PERPETUAL PUBLIC ACCESS EASEMENT" as more fully set for the in the Deed document in order to obtain approval of the Borough MPAP

**WHEREAS**, the Governing Body of the Borough of Longport recognizes the need for DEP to accept the Borough MPAP in order for DEP to consider the Borough Beach Maintenance Plan and to provide the Borough with the necessary permits to allow for beach maintenance which is critical to the public enjoyment and safety of the Borough beaches

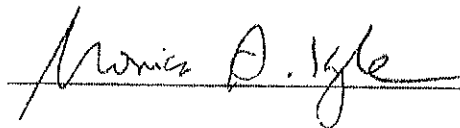
**NOW, THEREFORE BE IT RESOLVED** by the Governing Body of the Borough of Longport that it hereby Grants to the State of New Jersey a DEED OF DEDICATION AND PERPETUAL PUBLIC ACCESS Easements as more fully set for the in the Deed document

**BE IT FURTHER RESOLVED** This DEED OF DEDICATION AND PERPETUAL PUBLIC ACCESS EASEMENT (Easement) as more fully set for the in the Deed document is provided in connection with the acceptance of the MPAP by the DEP. Failure of DEP to accept the Borough MPAP in whole or in part voids the Easement and such shall not be filed with the appropriate governmental entities. Should the MPAP be approved by DEP then the Easement shall be filed with the appropriate governmental entities. The MPAP, with the amendments suggested by the DEP shall be resubmitted to DEP for approval.

RECORD OF GOVERNING BODY VOTE ON FINAL PASSAGE						
COMMISSION	AYE	NAY	N.V	A.B.	MOT.	SEC.
RUSSO	X				X	
LEEDS	X					
LAWLER	X					X
X-Indicates Vote      NV-Not Voting      AB-Absent      MOT-Motion SEC-Second						

This is a Certified True copy of the Original Resolution on file in the Municipal Clerk's Office.

DATE OF ADOPTION:  
4/15/2020



DEED OF DEDICATION AND PERPETUAL PUBLIC ACCESS EASEMENT

THIS DEED OF DEDICATION AND PERPETUAL PUBLIC ACCESS EASEMENT (this "Deed of Easement") is made this 15<sup>th</sup> day of April 2020 BY AND

BETWEEN

THE BOROUGH of LONGPORT, a Municipal Corporation whose address is 2305 Atlantic Avenue, Longport New Jersey 08403

Referred to herein as Grantor,

AND THE STATE OF NEW JERSEY referred to herein as "Grantee",

**WITNESSETH**

**WHEREAS**, Grantor is the owner of certain dedicated tracts of land, located in the Borough of Longport, County of Atlantic, State of New Jersey, consisting of forty-nine (49) dedicated public street end access locations and an Atlantic Ocean facing beach (collectively, the "Property"); and

**WHEREAS**, the Grantee recognizes that certain tidal waterways and their coastlines which are a part of, and adjacent to, the Borough of Longport, New Jersey are valuable economic resources to Grantor and the State of New Jersey; and

**WHEREAS**, access to tidal waterways which are a part of, and adjacent to, the Borough of Longport, New Jersey is a right provided to the public under the Public Trust Doctrine; and

**WHEREAS**, in order to maintain public access to tidal waterways in a manner acceptable to Grantee and the Department of Environmental Protection thereof, and in furtherance of Grantor obtaining critically necessary beach maintenance permits, perpendicular access to these areas is required for public access; and

**WHEREAS**, in order to ensure public access, Grantee requires a perpetual public access easement on portions of the Property as limited to the parameters of this Deed of Easement; and

**WHEREAS**, this Deed of Easement shall be subject to and made consistent with any existing public access agreement or easement entered into by the Municipality with the United States Army Corps of Engineers; and

**WHEREAS**, this Deed of Easement will also serve to implement the Public Trust Doctrine and ensure permanent public access to tidal waterways and their shores as prescribed herein.

**NOW, THEREFORE**, the Grantor grants and conveys to Grantee an Irrevocable, perpetual and permanent easement as follows:

**GRANT OF EASEMENT:** A six (6) foot wide pedestrian easement to be measured equally three (3) feet on each side of the dedicated centerline of each respective street end beginning at the extended curb line of the nearest intersecting street and extending to the Mean High Water Line of either the Ocean or Bay, as applicable- for each Street (the "Easement Area"), as identified in Addendum A (Approximate Street End Descriptions) and Addendum B (the official tax map of the Borough of Longport, for use by the State of New Jersey to:

- a. Allow pedestrian transit over the Property in favor of the general public for the purpose of providing public access to the tidal waterways;
- b. Post signs in conformance with Grantor's ordinances announcing points of public access;

This Deed of Easement reserves to the Grantor, the Grantor's, successors and assigns, the right and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby conveyed to the Grantee, such rights conveyed to the Grantee are subject however to existing easements for utilities and pipelines, existing public highways, existing paved public roads and existing dedicated public streets.

**Duration of Easement:** This Deed of Easement and the rights granted hereby shall be in perpetuity, and in the event that the Borough of Longport or the State of New Jersey shall become merged with any other geopolitical entity or entities, the easement rights granted hereby shall run in favor of surviving entity. The covenants, terms, conditions and restrictions of this Deed of Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective representatives and successors and shall continue as a servitude running in perpetuity with the land constituting the Property.

**Grantor Municipality to Maintain Public Access:** The Grantor agrees, consistent with all Federal, State and local statutes and regulations, that at all times it shall use its best, good-faith efforts to preserve, cause and ensure the public access areas of this Deed of Easement to be maintained, consistent with all applicable Federal, State or local laws or regulations, notwithstanding any action or inaction of the State of New Jersey. The Grantor shall be permitted in maintaining the Property subject to the easement granted in this Deed of Easement and the surrounding area to a temporary blockage of the right of way for such construction or repair work. The Grantor Municipality shall be permitted to block the public access subject to the easement area of the Property in the event of an emergency; including, but not limited to, weather related events, danger to the public in granting access to the beach, public health issues, damage to beach access causing a possible danger to the public , and for other public safety reasons as deemed appropriate by the Grantor Municipality.

**Character of Property(s):** Notwithstanding the foregoing, nothing in this Deed of Easement is intended or shall be deemed to grant the Grantee or otherwise permit the Grantee or any person to cross over or use any part of the Property which is not within the Easement Area; nothing herein is intended or shall be deemed to alter the boundary lines or setback lines of the Property. And nothing in this Deed of Easement shall be interpreted in extending the right of public for access beyond the Easement Area to any adjoining or neighboring lands.

**Miscellaneous:**

1. The enforcement of the terms of this Deed of Easement shall be at the discretion of the Grantee and any forbearance by Grantee to exercise its rights under this Deed of Easement in the event of any violation by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent violation or of any of Grantee's rights under this Deed of Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any violation by Grantor shall impair such rights or remedies or be construed as a waiver of such rights or remedies.
2. The interpretation and performance of this Deed of Easement shall be governed by the laws of the State of New Jersey.
3. If any provisions of this Deed of Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Deed of Easement

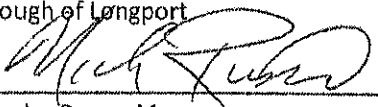
or the application of such provisions to person or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

4. Any notice, demand, request, consent, approval or communication under this Deed of Easement shall be sent by regular first-class mail, postage prepaid and by Certified Mail, Return Receipt Requested, addressed to the mailing addresses set forth above or any other address of which the relocation party shall notify the other, in writing.
5. The captions in this Deed of Easement have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

IN WITNESS WHEREOF, with the parties understanding and agreeing to the above, they do hereby place their signature on the date at the top of the first page.

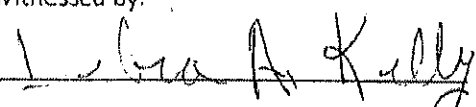
Accepted by the Property(s) Owner, Grantor Municipality

Borough of Longport

  
\_\_\_\_\_  
Nicholas Russo, Mayor

Date: April 16, 2020

Witnessed by:

  
\_\_\_\_\_  
Debra A. Kelly

NOTARY PUBLIC OF THE STATE OF NEW JERSEY

**DEBRA A. KELLY**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 8/9/2022**

Accepted by the State of New Jersey, Grantee

By: \_\_\_\_\_

Date: \_\_\_\_\_

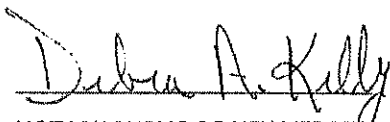
Witnessed by:

\_\_\_\_\_  
NOTARY PUBLIC OF THE STATE OF NEW JERSEY

STATE OF NEW JERSEY, COUNTY OF ATLANTIC SS.:

I CERTIFY that on April 16, 2020, Nicholas Russo personally came before me and this person acknowledged under oath, to my satisfaction that this person (or if more than one, each person);

- 1) Is named in and personally signed this Deed of Easement;
- 2) Signed, sealed and delivered this Deed of Easement as his or her act and deed;
- 3) Holds the requisite ownership interest and authority to execute this Deed of Easement; and
- 4) Made this Deed of Easement for the full and actual consideration as set forth herein.

  
NOTARY PUBLIC OF NEW JERSEY

**DEBRA A. KELLY**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 8/9/2022**

**ADDENDUM A**  
**Borough of Longport**  
**Approximate Street End Descriptions**

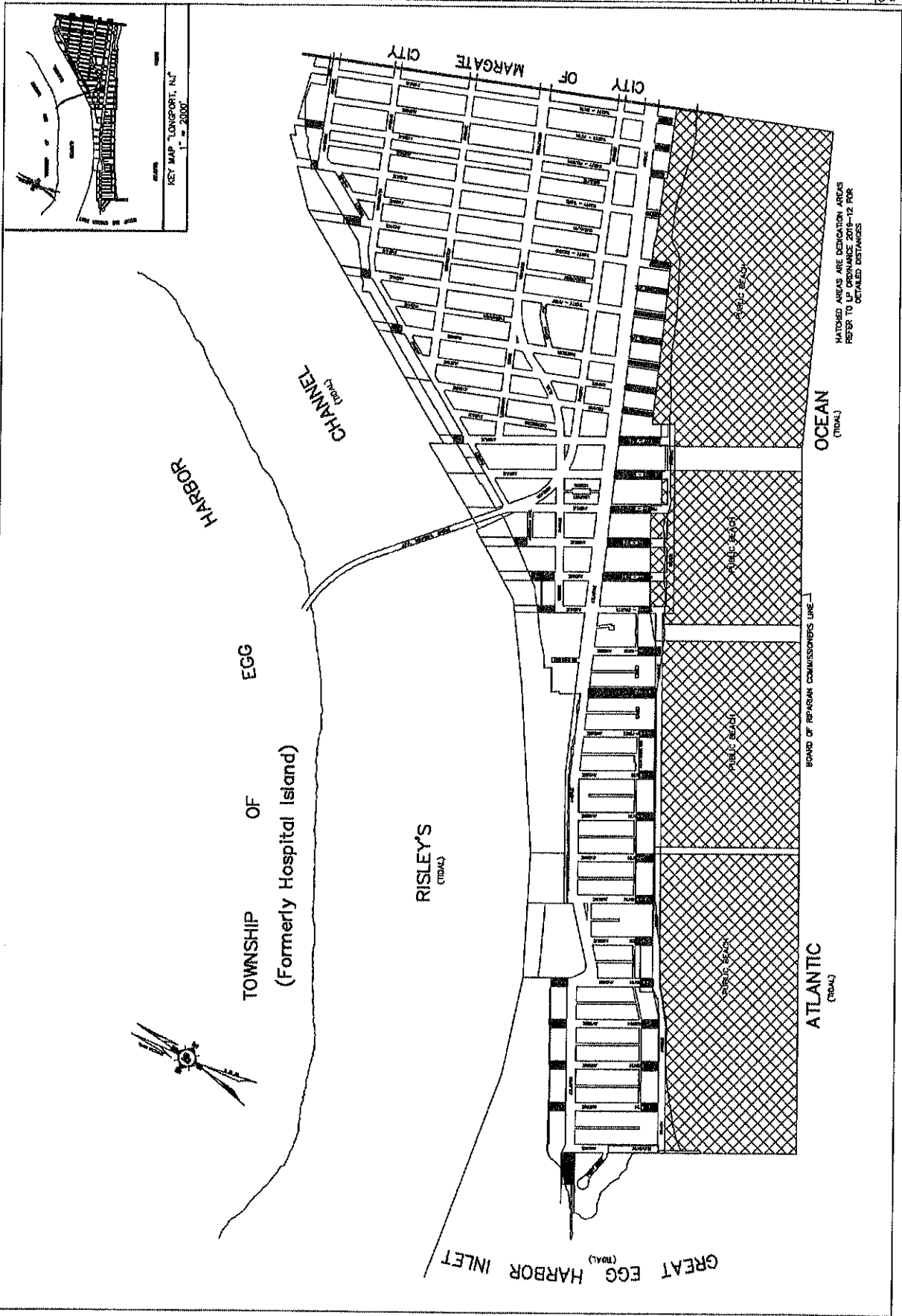
**Borough of Longport - 2305 Atlantic Avenue, Longport, NJ 08403**

To: Mayor Russo, Commissioner Leeds and Commissioner Lawler  
From: Chris Berenotto  
CC: Administrator Porter, Engineer Dennis, Chief Culmone, CFO  
Kelly, Richard Hirsch, Bruce Funk, Howard Blum, Andrea Brady  
Chief Clayton, Ricky Gerhardt, Colleen Kennedy, Pam Tomassi  
Date: 12/6/2021  
Re: **Vacation 12/16/2021 to 1/2/2022**

---

Comments: I will be on vacation beginning December 16th through January 2, 2022. I will return on January 3, 2022. Any correspondence should be directed to Chuck Simmons. Although, if needed, I am available. Thank you!

RICHARD L. CARTER L.L. PROFESSIONAL ENGINEER NO. 1781 N.J. 1981		COUNTY OF ATLANTIS BOROUGH OF LONGPORT		RICHARD L. CARTER, P.E., P.P., C.M.E., R.M.C. BOROUGH OF LONGPORT ENGINEER 2305 ATLANTIC AVENUE LONGPORT, N.J. 08403		DATE: 05/10/16 DRAWN: JLC CHECKED: JLC SCALE: 1"=450' SHEET: 1 OF 1 TOTAL: 2	
PUBLIC ACCESS PLAN EASEMENT AND DEDICATION MAP				BOROUGH OF LONGPORT OFFICE OF THE MUNICIPAL ENGINEER			



HATCHED AREAS ARE DEDICATION AREAS  
 REFER TO DEEDS FOR DISTANCES

OCEAN  
(TIDAL)

ATLANTIC  
(TIDAL)

RISLEY'S  
(TIDAL)

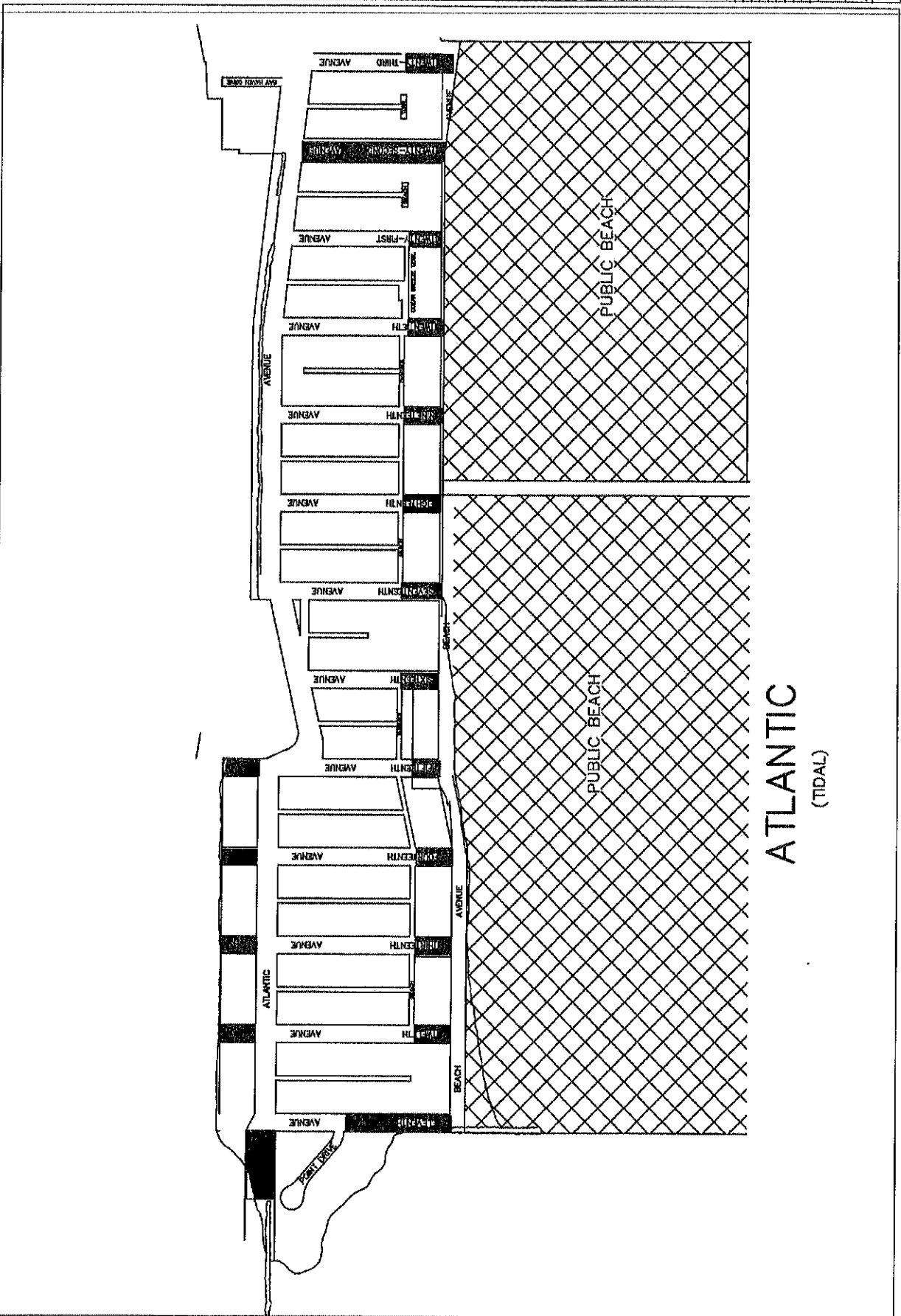
CHANNEL  
(TIDAL)

HARBOR

TOWNSHIP OF EGG  
 (Formerly Hospital Island)

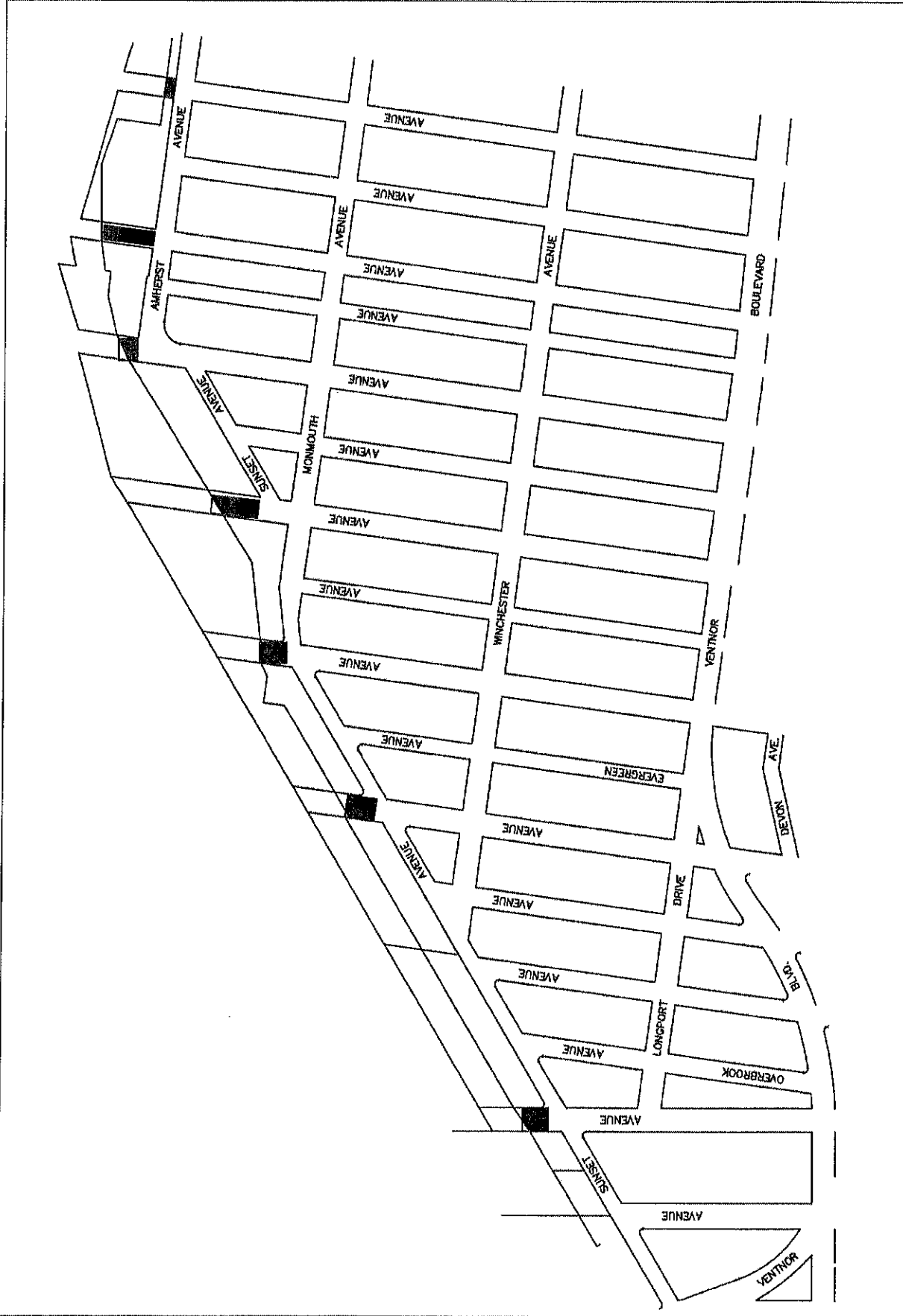
GREAT EGG HARBOR INLET  
(TIDAL)

RICHARD L. CARTER P.E. PROFESSIONAL ENGINEER 2305 ATLANTIC AVENUE LONGPORT, N.J. 08403		BOROUGH OF LONGPORT RICHARD L. CARTER, P.E., P.P., C.M.E., R.M.O. BOROUGH OF LONGPORT ENGINEER		COUNTY OF ATLANTIC BOROUGH OF LONGPORT		PUBLIC ACCESS PLAN DEDICATION MAP APPENDIX K - ADDENDUM A		RICHARD L. CARTER P.E. PROFESSIONAL ENGINEER 2305 ATLANTIC AVENUE LONGPORT, N.J. 08403	
DATE	08/19/18	CHECKED	SCALE	AS NOTED	SHEET	1 OF 3			
DRAWN BY	BLF								





RICHARD L. CARTER P.E., P.P., C.M.E., R.M.C. 2305 ATLANTIC AVENUE LONGPORT, N.J. 08403 <b>OFFICE OF THE MUNICIPAL ENGINEER</b>		COUNTY OF ATLANTIC BOROUGH OF LONGPORT <b>APPENDIX B - ADDENDUM A</b> <b>DEDICATION MAP</b> PUBLIC ACCESS PLAN		RICHARD L. CARTER P.E., P.P., C.M.E., R.M.C. 2305 ATLANTIC AVENUE LONGPORT, N.J. 08403 <b>OFFICE OF THE MUNICIPAL ENGINEER</b>	
DATE	REVISION	BY	DATE	REVISION	BY
DATE	DRAWN	BY	DATE	DRAWN	BY
DATE	CHECKED	BY	DATE	CHECKED	BY
DATE	SCALE	BY	DATE	SCALE	BY
DATE	AS NOTED	BY	DATE	AS NOTED	BY
DATE	COMM. NO.	BY	DATE	COMM. NO.	BY
DATE	SHEET	BY	DATE	SHEET	BY
DATE	OF	BY	DATE	OF	BY



**OCEANSIDE STREET EASEMENTS  
BOROUGH OF LONGPORT**

Street Name	From	Direction	Distance	To
11 <sup>th</sup>	Southerly Terminus	Northerly	350 feet	Point Drive
12 <sup>th</sup>	Southerly Terminus	Northerly	120 feet	Beach Terrace
13 <sup>th</sup>	Southerly Terminus	Northerly	120 feet	Beach Terrace
14 <sup>th</sup>	Southerly Terminus	Northerly	120 feet	Beach Terrace
15 <sup>th</sup>	Southerly Terminus	Northerly	50 feet	Beach Terrace
16 <sup>th</sup>	Southerly Terminus	Northerly	120 feet	Beach Terrace
17 <sup>th</sup>	Southerly Terminus	Northerly	140 feet	Beach Terrace
18 <sup>th</sup>	Southerly Terminus	Northerly	140 feet	Beach Terrace
19 <sup>th</sup>	Southerly Terminus	Northerly	140 feet	Beach Terrace
20 <sup>th</sup>	Southerly Terminus	Northerly	120 feet	Beach Terrace
21 <sup>st</sup>	Southerly Terminus	Northerly	120 feet	Beach Terrace
22 <sup>nd</sup>	Southerly Terminus	Northerly	500 feet	Atlantic Avenue
23 <sup>rd</sup>	Southerly Terminus	Northerly	175 feet	Beach Terrace
24 <sup>th</sup>	Southerly Terminus	Northerly	85 feet	Beach Terrace
25 <sup>th</sup>	Southerly Terminus	Northerly	350 feet	Atlantic Avenue
26 <sup>th</sup>	Southerly Terminus	Northerly	315 feet	Atlantic Avenue
27 <sup>th</sup>	Southerly Terminus	Northerly	285 feet	Atlantic Avenue
28 <sup>th</sup>	Southerly Terminus	Northerly	340 feet	Atlantic Avenue
29 <sup>th</sup>	Southerly Terminus	Northerly	300 feet	Atlantic Avenue
Pelham	Southerly Terminus	Northerly	225 feet	Atlantic Avenue
Manor	Southerly Terminus	Northerly	225 feet	Atlantic Avenue
30 <sup>th</sup>	Southerly Terminus	Northerly	225 feet	Atlantic Avenue
Evergreen	Southerly Terminus	Northerly	225 feet	Atlantic Avenue
31 <sup>st</sup>	Southerly Terminus	Northerly	225 feet	Atlantic Avenue
32 <sup>nd</sup>	Southerly Terminus	Northerly	250 feet	Atlantic Avenue
33 <sup>rd</sup>	Southerly Terminus	Northerly	100 feet	Atlantic Avenue
34 <sup>th</sup>	Southerly Terminus	Northerly	125 feet	Atlantic Avenue
35 <sup>th</sup>	Southerly Terminus	Northerly	125 feet	Atlantic Avenue
36 <sup>th</sup>	Southerly Terminus	Northerly	125 feet	Atlantic Avenue

**BAYSIDE STREET EASEMENTS  
BOROUGH OF LONGPORT**

Street Name	From	Direction	Distance	To
Atlantic Ave	Westerly Terminus	Easterly	200 feet	11 <sup>th</sup> Avenue
12 <sup>th</sup>	Northerly Terminus	Southerly	120 feet	Atlantic Avenue
13 <sup>th</sup>	Northerly Terminus	Southerly	120 feet	Atlantic Avenue
14 <sup>th</sup>	Northerly Terminus	Southerly	120 feet	Atlantic Avenue
15 <sup>th</sup>	Northerly Terminus	Southerly	120 feet	Atlantic Avenue
24 <sup>th</sup>	Northerly Terminus	Southerly	120 feet	Oberon Avenue
25 <sup>th</sup>	Northerly Terminus	Southerly	180 feet	Oberon Avenue
26 <sup>th</sup>	Northerly Terminus	Southerly	85 feet	Absequam Avenue
29 <sup>th</sup>	Northerly Terminus	Southerly	85 feet	Sunset Avenue
30 <sup>th</sup>	Northerly Terminus	Southerly	85 feet	Sunset Avenue
31 <sup>st</sup>	Northerly Terminus	Southerly	75 feet	Sunset Avenue
32 <sup>nd</sup>	Northerly Terminus	Southerly	125 feet	Sunset Avenue
33 <sup>rd</sup>	Northerly Terminus	Southerly	70 feet	Amherst Avenue
34 <sup>th</sup>	Northerly Terminus	Southerly	140 feet	Amherst Avenue
36 <sup>th</sup>	Northerly Terminus	Southerly	25 feet	Amherst Avenue

**ADDENDUM B**  
**Borough of Longport**  
**Tax Map**



**APPENDIX F**

**RECREATION  
AND  
OPEN SPACE  
INVENTORY**

**THIS RESOLUTION WILL BE ADOPTED  
ONCE THE DEPARTMENT HAS REVIEWED  
AND APPROVED THE PLAN**

Exhibit 1 to Declaration  
RECREATION AND OPEN SPACE INVENTORY

Local Unit: Borough of LongportCounty: Atlantic County

NOTE: All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the Local Unit and current tax map of Local Unit. The official map used for this ROSI is named Comprehensive Drug Reform Map and is dated February 04, 1998

Developed and Partially Developed Lands Held for Recreation and Conservation  
Purposes

(\*If necessary, use the first page following & after Page 5 for additional developed and partially developed lands.)

Key	Municipal Location	Name	Block	Lot	Acres	Funded/Unfunded
1.	17 <sup>th</sup> Ave/Atlantic	Park	12.01	1	0.01	Unfunded
2.	Municipal Hall	Park	19	p/o 12	0.35	Unfunded
3.	27 <sup>th</sup> /Ventnor	Park	36.01	1	0.25	Unfunded
4.	Longport Dr/Ventnor	Park	63.01	1	0.10	Unfunded
5.	33 <sup>rd</sup> /Atlantic	Recreation	79	4	0.3	Unfunded
			90	1	0.5	Unfunded
			101	1	0.4	Unfunded
6.	11 <sup>th</sup> /Atlantic	Open Space	120	1	0.11	Unfunded

Subtotal of acres on this page.....2.02 Ac

Total Acres of developed and partially developed lands from all pages of this ROSI  
2.02 Ac.

**EXHIBIT 1 to DECLARATION  
RECREATION AND OPEN SPACE INVENTORY**

Local Unit: Borough of Longport County: Atlantic

NOTE: All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the Local Unit and current tax map of Local Unit. The official map used for this ROSI is named Comprehensive Drug Reform Map and is dated February 4, 1998.

**Wholly Undeveloped Lands Held for Recreation and Conservation Purposes**  
(\*If necessary, use the second page following & after Page 5 for additional wholly undeveloped lands )

<u>Key</u>	<u>Municipal Location</u>	<u>Name</u>	<u>Block</u>	<u>Lot</u>	<u>Acres</u>	<u>Funded/Unfunded</u>
A.	Oceanfront	Beach	127	1	7.0	Unfunded

Subtotal of Acres on this page..... 7.0 Acres  
Total Acres of wholly undeveloped lands from all pages of this ROSI. 7.0 Acres

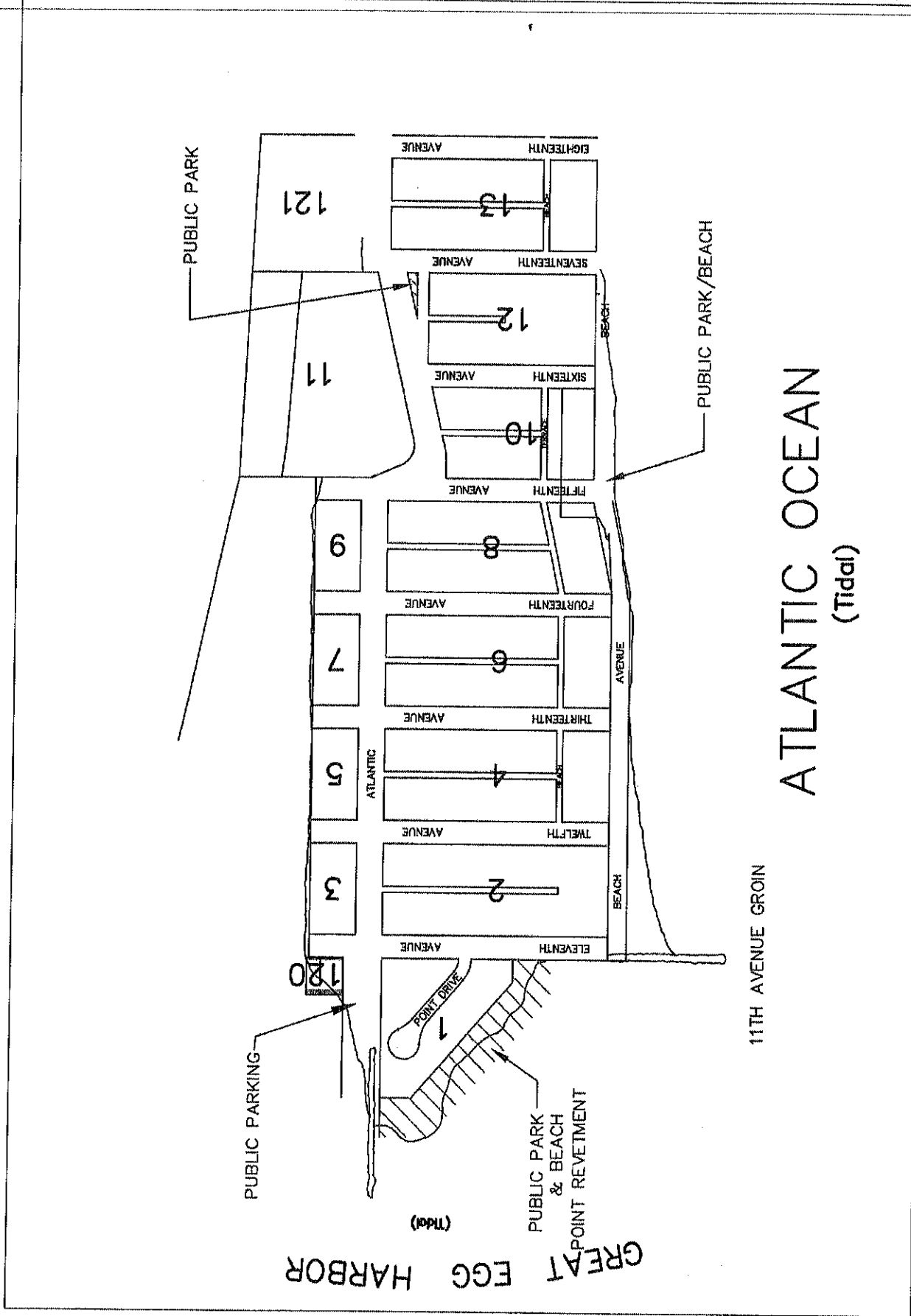
**CERTIFICATION:** I HEREBY CERTIFY that this Exhibit 1 to Declaration, comprising \_\_\_\_\_ total pages, is a complete and accurate listing of all lands held by the Local Unit, as of this 27<sup>th</sup> day of February, 2008, for recreation and conservation purposes during the time of receipt of Green Acres Funding. . The Borough has received no Green Acres Funding for any of the above and has no dedication of land obligations under such Program

\_\_\_\_\_  
Chief Executive Officer of Local Unit  
Date: \_\_\_\_\_

\_\_\_\_\_  
Planning Board Chairperson (or equivalent)  
Date: \_\_\_\_\_

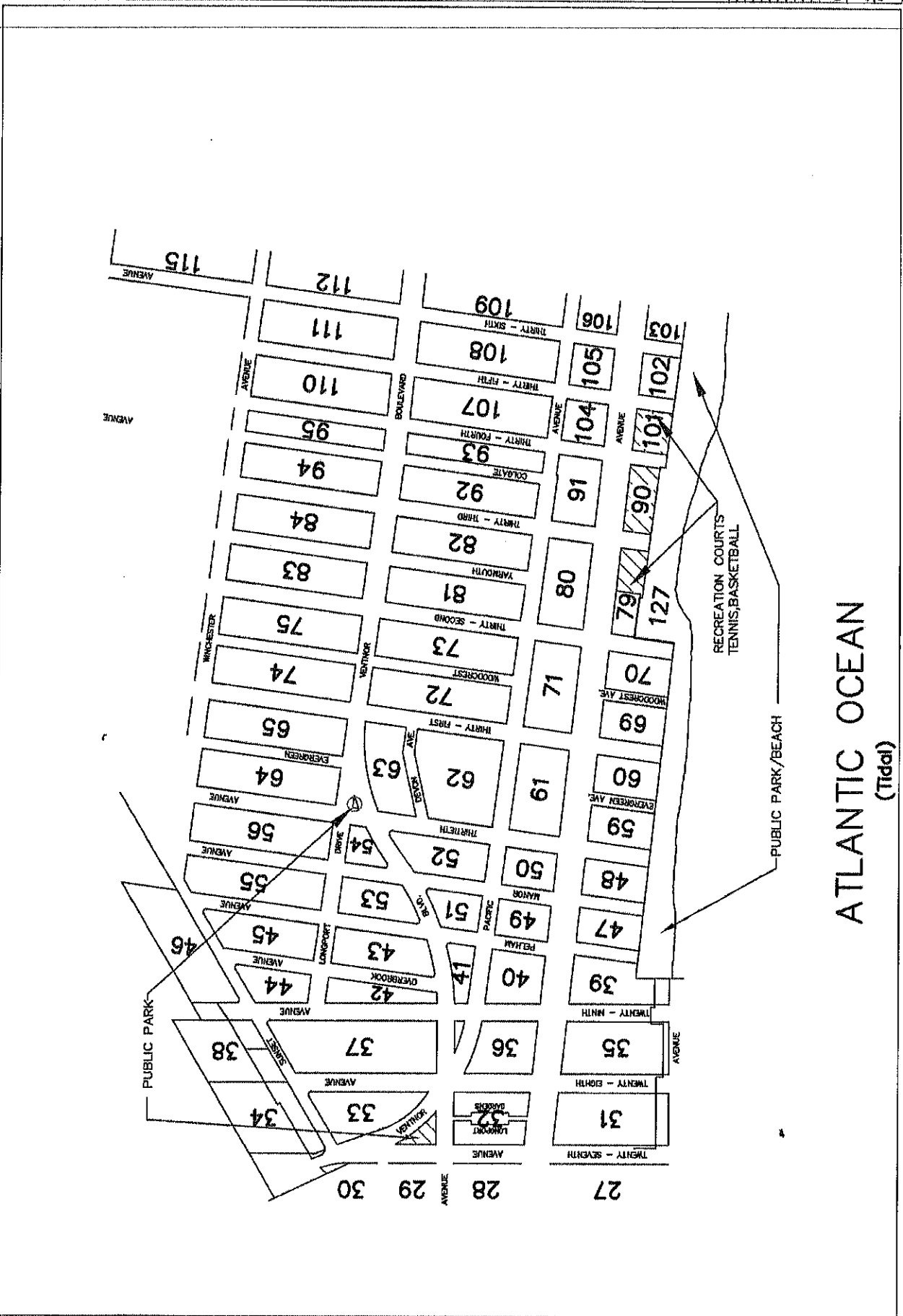
This Certification is to be signed only on this page, Page   , of EXHIBIT 1 to DECLARATION.

RICHARD L. CARTER, P.E., P.P., C.M.E., R.M.C. OFFICE OF THE MUNICIPAL ENGINEER 2305 ATLANTIC AVENUE LONGPORT, N.J. 08043		COUNTY OF ATLANTIC BOROUGH OF LONGPORT PUBLIC ACCESS PLAN APPENDIX 3 ROSI		RICHARD L. CARTER N.J. PROFESSIONAL ENGINEER NO. 1784	
DATE	REVISION	BY	CHECKED	SCALE	AS NOTED
08/10/18		DRWN			
		REL			
SHEET			1 OF 4		



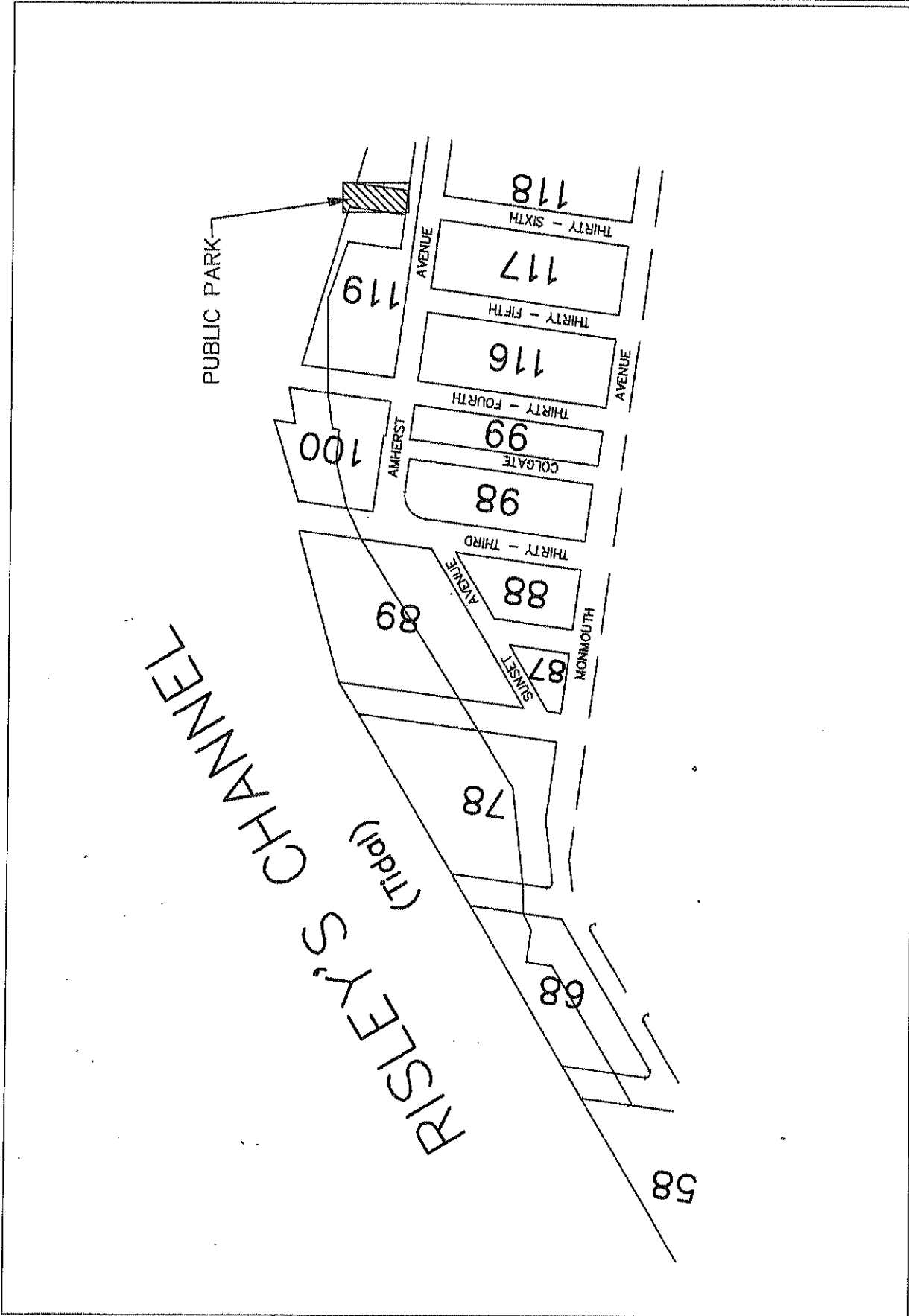


RICHARD L. GAYLEN M.A. PROFESSIONAL ENGINEER NO. 1784	PUBLIC ACCESS PLAN ROSI APPENDIX 7 BOROUGH OF LONGPORT	COUNTY OF ATLANTIC BOROUGH OF LONGPORT RICHARD L. GAYLEN, P.E., P.P., C.M.E., R.M.O. 2305 ATLANTIC AVENUE LONGPORT, N.J. 08403 OFFICE OF THE MUNICIPAL ENGINEER	DATE: 08/28/80 SCALE: 1" = 40' AS NOTED	REVISION BY: DATE: DRAWN: CHECKED: REC:	SHEET 3 OF 4



ATLANTIC OCEAN  
(Top)

RICHARD L. CARTER ALL PERSONAL CHANGES NO. 1234 NO. 1234 NO. 1234		COUNTY OF ATLANTA BOROUGH OF LONGPORT PUBLIC ACCESS PLAN ROSI APPENDIX #		RICHARD L. CARTER, P.E., P.L.C., R.M.C. BOROUGH OF LONGPORT ENGINEER 2305 ATLANTA AVENUE LONGPORT, N.Y. 08403 OFFICE OF THE MUNICIPAL ENGINEER BOROUGH OF LONGPORT		DATE: 12/28/87 DRAWN BY: [ ] DATE: [ ] SCALE: 1"=50'-0" CHECKED: [ ] AS NOTED: [ ] SHEET 4 OF 4	
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# **APPENDIX G**

## **PHOTO OF CURRENT BEACH SIGNAGE**

# **BOROUGH OF LONGPORT REGULATIONS**

# **NO**

ANIMALS ON BEACH  
INTOXICATING BEVERAGES  
PICNICKING ON BEACH  
BALL PLAYING ON BEACH  
WALKING ON SEAWALL OR BULKHEAD  
WALKING ON SAND DUNES  
FIREWORKS N.J.S. 21-3-8

BEACH BADGES REQUIRED DURING THE  
SUMMER SEASON, ORDINANCE 61-3

BEACH CLOSED FROM 10:00 PM - 7:00 AM  
ORDINANCE 61-15

VIOLATORS ARE SUBJECT TO FINES  
OF UP TO \$500.00 AND/OR IMPRISONMENT



RUS80

# Borough of Longport

2305 Atlantic Avenue - Longport, N.J. 08403  
609-823-2731

Richard L. Carter, P.E., P.P., CME  
Municipal Engineer - Ext 121

NJDEP - Division of Land Use Regulation  
Mail Code 501-02A  
P.O. Box 420  
Trenton, N.J. 08625-0420

April 05, 2018  
Certified Mail-RRR

Att: Mr. Ryan J. Anderson, Manager

Re: **MUNICIPAL PUBLIC ACCESS PLAN**  
**Borough of Longport - Atlantic County**

Dear Mr. Anderson:

In accordance with your letter to Mayor Russo dated September 15, 2018 regarding denial of a General Permit for the Maintenance of our Beaches, I am herewith enclosing one (1) copy of the Draft Municipal Public Access Plan, dated April 05, 2018, for the Borough of Longport along with the Authorizing Resolution to submit same. With the Submission of this document and understanding that there may be an extended dialogue between the Department and the Borough, the Borough would respectfully request that reconsideration and issuance of the General Coastal Permit No. 2-Application #0115-08-0007.1 CZM170001 as we would like to perform maintenance on the Beaches in the near future.

Should you have any questions, please do not hesitate in contacting me at 609-823-2731, x121 or [engineer@longport-nj.us](mailto:engineer@longport-nj.us) Thank you for your kind consideration in this regard.

Very truly yours,  
**BOROUGH OF LONGPORT**

Richard L. Carter, P.E., P.P., CME, RMC  
Municipal Engineer

RLC/rlc  
end  
cc: Draft MPAP dated 04-05-18  
Mayor and Commissioners  
Clerk Matthew Conlon  
Solicitor Pat Agnellini  
Beach/MPAP