

LOCAL COOPERATION AGREEMENT
BETWEEN
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
THE CITY OF MARGATE
FOR CONSTRUCTION OF THE
BRIGANTINE INLET TO GREAT EGG HARBOR INLET
ABSECON ISLAND, NEW JERSEY
HURRICANE AND STORM DAMAGE REDUCTION PROJECT
FIRST RENOURISHMENT CYCLE
PROJECT NUMBER 6057-M-R1-20

THIS AGREEMENT made and executed this _____ day of _____, Two Thousand and Twenty **BY AND BETWEEN THE CITY OF MARGATE**, a Municipal Corporation in the County of Atlantic, New Jersey, hereinafter called “Margate,” and the **STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION**, hereinafter called the “Department”, **CLIMATE AND FLOOD RESILIENCE, DIVISION OF COASTAL ENGINEERING**, hereinafter called the “Division”.

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 934 of the Water Resources Development Act of 1986, Public Law 99-662, authorized the Government to extend Federal participation in periodic beach nourishment at Absecon Island, New Jersey Shore Protection Project until 50 years after the commencement of the period of initial construction; 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; and

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

WHEREAS, the Government and the Department, as the non-federal sponsor, hereinafter referred to as the “Non-Federal Sponsor,” entered into a Project Cooperation Agreement, hereinafter referred to as 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; and

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 referred to as “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 initial construction for Phase Two of the Project where the remaining storm damage reduction features of the Project is estimated at a total cost of \$73,639,000; and

WHEREAS, the Government and the Department, have entered into a Project Partnership Agreement, hereinafter referred to as the “PPA,” on June 23, 2014, attached hereto as Appendix A, for Phase II of the Project, which includes the initial construction of the beach and dune features in the City of Margate and the Borough of Longport and the construction of the Absecon Inlet bulkhead and revetment in the City of Atlantic City, pursuant to the requirements of DRAA 13, and for periodic renourishment, operation, and maintenance of the Project; and

WHEREAS, the Government and the Department amended the 2003 PCA in June 2014 to acknowledge the June 23, 2014 PPA; and

WHEREAS, the periodic renourishment portion of the Project is authorized for fifty years from the execution of the 2003 PCA, at a three year renourishment cycle and is subject to subsequent Local Cooperation Agreements; and

WHEREAS, Secretary of the Army was authorized, at full Federal expense using funds provided in DRAA 13, to complete initial construction of the Project; and

WHEREAS, the initial construction of Phase II of the Project was 100% federally funded. Future project costs, such as periodic renourishment, over the fifty-year life of the Project will be cost shared at 65% federal and 35% non-federal as set forth in the PPA; and

WHEREAS, in the event of periodic renourishments, 75% of the non-federal share will be paid by the Division and the remaining 25% will be paid by Margate, and will be subject to the availability of Municipal, Federal, and State funding and shall only be authorized through the execution of a future Local Cooperation Agreement between the Division and Margate; and

WHEREAS, on November 22, 2017, the Division and Margate entered into a Local Cooperation Agreement to facilitate initial construction of the Project which commenced in 2017, as well as future operation and maintenance of the Project; and

WHEREAS, unless otherwise stated in this agreement, the rights and obligations set forth in the Local Cooperation Agreement for initial construction and any subsequently executed Local Cooperation Agreements are still in effect; and

WHEREAS, the Department has acquired, pursuant to the Eminent Domain Act, N.J.S.A. 20:3-1 et seq. (the "EDA"), perpetual easements for the properties listed in Appendix C 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 Division, the Department, and the Corps, their representatives, agents, contractors and assigns. As a requirement for the Project, Margate shall 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 (4) below, to the Division, the Department, and the Corps, their agents, employees, and contractors; and

WHEREAS, initial construction of all components of the Project, in the City of Margate, Atlantic County, New Jersey were completed in 2018; and

WHEREAS, the Division and Margate desire to enter into this Local Cooperation Agreement for the construction of the first periodic renourishment of the Project; and

WHEREAS, based upon the PPA, the total cost for all phases of the Project, including beachfill and bulkhead construction, and periodic renourishment, is estimated at \$535,312,000.00 over 50 years. The projected total costs of periodic renourishment for all phases of the Project are projected to be \$411,917,000.00. Based upon the Non-Federal Sponsor's 35% cost share for periodic renourishment, the Non-Federal Sponsor's cash contribution over the 50-year life of the Project is projected to be \$144,171,000.00; and

WHEREAS, the cost for renourishment, which is subject to this agreement within the City of Margate, as provided by the Army Corps for the Project, is between \$2,262,851.00 and \$3,642,851.00 (if all sand options are awarded). This cost includes 123,000 cubic yards of base sand and the ability to add an additional 150,000 cubic yards of sand if needed. The 35% Non-Federal local sponsor share for the City of Margate is between \$791,997.85 and \$1,274,997.85. 75% of the Non-Federal share will be paid by the Division and the remaining 25% will be paid by the City of Margate, as per the Project Cost Analysis attached hereto as Appendix B. The total 25% cost to the City of Margate for the renourishment is between **\$197,999.46 and \$318,749.46**; and

WHEREAS, the Division will credit the City of Margate for initial construction of Phase II items the federal government did not fund. The credit will be applied to the City of Margate's 25% share of the 35% Local Sponsor cost. The credit items are Exeter Avenue ADA crossover, cutting of outfall bolt protrusion, and public access improvements to the Margate Fishing Pier as detailed below and in Appendix B; and

WHEREAS, the City of Margate funded \$130,000.00 to replace the Project constructed Exeter Avenue pedestrian crossover with an ADA accessible crossover. The actual cost of that construction was \$125,168.02. The Division will credit the City of Margate \$93,876.02, DEP's 75% cost share of the construction and \$4,831.98, the initial overpayment by the City of Margate for a total credit of \$98,708.00; and

WHEREAS, the City of Margate has requested to cut, peen, and treat storm water outfall bolts protruding greater than 1 inch. The estimated cost for this work is \$20,000.00. DEP's estimated cost/credit is \$15,000.00 to the City of Margate, if constructed; and

WHEREAS, the City of Margate has agreed to install public access steps and gates on the Margate Fishing Pier at an estimated cost of \$11,500.00. The City of Margate shall receive 100% credit, if constructed; and

WHEREAS, with the Phase II work credit total of \$125,208.00, the anticipated cost for the upcoming renourishment to the City of Margate is between **\$72,791.47 and \$193,541.47**; and

WHEREAS, as required by previous Local Cooperation Agreements, Margate currently provides public access to the entire beach within the Project at every public street end as well as provides on-street parking (subject to existing limitations which are not required to be changed); as submitted and attached hereto as Appendix F; and

WHEREAS, as required by previous Local Cooperation Agreements, Margate currently provides restroom facilities at Huntington Avenue and Benson Avenue; and

WHEREAS, the expenditure of public funds is conditioned upon compliance with the DEP's Coastal Zone Management Rules and all other applicable laws, rules and regulations; and

WHEREAS, the Division has the full authority to perform all of its responsibilities for the Project under New Jersey State Law PL92, c. 148; PL 95, c. 164 and N.J.S.A 12:6A-1, et seq.; and

WHEREAS, the Municipality has the full authority to perform all of its responsibilities for the Project under N.J.S.A. §§ 40:56-1, et seq., 40:69A-1, et seq., and 40A:12-1, et seq. and

the applicable municipal code, and the Mayor of the Municipality is duly authorized to enter this agreement.

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

(1) Margate shall continue to acknowledge all property interests and rights previously provided to the Department necessary for construction, operation, and maintenance of the Project. This includes, allowing the Corps, the Division, the Department, and their representatives, agents, contractors and assigns the right to access and conduct project operations along the beachfront during and after periods of construction, surveillance, monitoring, engineering and environmental data collection and for protection of threatened and endangered wildlife and vegetation. Project operations shall include any activities necessary for effecting or verifying any provisions of this agreement. Should changing conditions require additional property interests necessary specifically for this phase of the Project, the Division shall identify such interests and Margate shall provide same prior to the start of renourishment.

(2) Margate shall continue to provide and maintain all existing public access and public parking. All public access resulting from the operation of this agreement shall be provided in a nondiscriminatory manner in accordance with law.

(3) In satisfying its obligations in this agreement, Margate is responsible for any required permits and shall comply with all of the Department's Coastal Zone Management Rules (N.J.A.C. 7:7 et seq.), including but not limited to: Dunes (7:7-9.16); Overwash Areas (7:7-9.17); Coastal High Hazard Areas (7:7-9.18); Erosion Hazard Areas (7:7-9.19); Beaches (7:7-9.22); Endangered or Threatened Wildlife or Plant Species Habitat (7:7-9.36); Coastal Engineering (7:7-15.11); and Public Access (7:7-16.9), as amended.

(4) Margate's management of federal and State endangered species obligations previously agreed to in the Local Cooperation Agreement for initial construction as well as subsequent renourishment Local Cooperation Agreements remain in full effect. Margate, pursuant to the Endangered Species Act (16 U.S.C. 1531, et. seq.), its implementing regulations (50 CFR Part 17), and 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*)", and to ensure consistency with endangered and threatened species provisions of New Jersey's Coastal Zone Management Rules (N.J.A.C. 7:7-9.36) and New Jersey's Endangered and Nongame Species Conservation Act (N.J.S.A. 23:2A); shall develop and implement one beach species management plan entitled, "City of Margate Beach Management Plan for the Protection of State and Federally Listed Endangered and Threatened Species" for the entire municipality. The plan shall be approved and formally adopted through a memorandum of agreement among Margate, the Department's Natural and

Historic Resources, and the U.S. Fish and Wildlife Service. Further, Margate will be required to comply with the following:

If the Municipality has not met its previous obligation in the Local Cooperation Agreement for initial construction of the Project to make contact with the U.S. Fish and Wildlife Service (Appendix D), then they must do so within thirty (30) days of receiving the executed copy of this agreement. The Municipality must submit a draft beach species management plan within six (6) months of the signing of this agreement and have a final executed agreement within 6 months of U.S. Fish and Wildlife Plan approval.

Prior to the completion and adoption of a beach species management plan Margate 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 E) and to observe and implement the following U.S. Fish and Wildlife Service recommendations for protection of seabeach amaranth and documented protective zone (as based on plant distribution from the last three (3) seasons or if a new plan were to grow):

- Beach raking is prohibited from the landward limit of the dune or seawall to the mean high waterline from May 15 to December 1.
- Sand scraping or other mechanical manipulation of the beach is prohibited year round.
- Vehicular use is restricted to essential and emergency services, and to the area below the mean high water line, from May 15 to December 1.
- In areas of high pedestrian traffic, Margate does not object to the U.S. Fish and Wildlife Service erecting string and post symbolic fencing to route people away from the protective zones.
- Limited vegetation planting and sand fencing to dune areas, allowing the upper beach to remain unstable and sparsely vegetated. Use only native species of vegetation.

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

(6) Margate 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, including N.J.S.A. 13:1D-150 through 13:1D-156, as well as enforce the public use and access rights provided for in the perpetual easements for the properties listed in Appendix C.

(7) Once any phase of the Project is complete, Margate is responsible for all routine maintenance and costs associated with upkeep and repair of the Project between jointly

performed beach renourishments. In order to perform certain beach and dune maintenance activities, Margate must have a valid beach and dune maintenance permit issued from the Department's Division of Land Use Regulation.

(8) Bulldozing, excavation or mechanical alteration of any dune is strictly prohibited, except as permitted by the Department's Standards for Beach and Dune Activities (N.J.A.C 7:7-9.16).

(9) The Division, as the non-federal sponsor, will pay 75% and Margate will pay 25% of the funding for this renourishment. The approximate total cost to Margate, for its share of the Project, with credit, as detailed in Appendix B is between **\$72,791.47 and \$193,541.47**; and

(10) The Division will invoice Margate for Margate's 25% share of the cost of this phase of the Project. The Division will not execute a contract for construction of this phase of the Project until Margate pays to the Division Margate's 25% share of the anticipated contract amount.

(11) All Project costs are estimates subject to adjustment by the Federal Government, increases or decreases in equipment and material costs, and inflation, and are not to be construed as the total financial responsibilities of the Federal Government, the State of New Jersey, as the non-federal sponsor and Margate. The cost of the Project may increase due to unforeseen reasons and the final cost will be based on actual cost as documented by records maintained by the Division. The cost of the Project may also increase due to requested betterments, i.e. additional work to the Project paid for at 100% cost by the non-federal sponsor at a 75%/25% cost share or 100% by Margate for non-shore protection work. The Division will invoice Margate for Margate's share of any increase in Project cost, prior to the closeout of the construction contract for the Project. Margate shall make payment within 30 days of its receipt of the invoice, unless the Division agrees to a longer time period.

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

(13) If the Division fails to receive annual appropriations or the Federal share provided for under the PPA in amounts sufficient to meet the Division's project costs for the then current or upcoming fiscal year, the Division shall so notify Margate 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 Division 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.

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

For the Division:

Director
Division of Coastal Engineering
1510 Hooper Avenue, Suite 140
Toms River, New Jersey 08753

For Margate:

Mayor
City of Margate
901 Winchester Avenue
Margate, New Jersey 08402

(15) Margate herein represents that it has complied with all conditions and obligations imposed by any prior Local Cooperation Agreements with the Department or Division or has entered into a compliance schedule, which is made a part of this agreement and is attached hereto.

(16) The waiver of a breach of any of the terms or conditions of this agreement by the Department shall not constitute a waiver of any subsequent breach. Any consent by the Department to a delay in the Margate'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.

(17) 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.

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

(19) 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.

(20) This agreement may be executed in counterparts.

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

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

(23) Once the Project is complete, Margate is responsible for all future routine maintenance and costs associated with upkeep and repair of the Project between jointly performed beach renourishments. In order to perform certain beach and dune maintenance activities, Margate must have a valid beach and dune maintenance permit issued from the Department's Division of Land Use Regulation.

(24) 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 City of Margate. This Project has been designed by the U.S. Army Corps of Engineers and reviewed and approved by the Department and Margate. 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.

(25) Unless otherwise stated in this agreement, the rights and obligations set forth in the Local Cooperation Agreement for initial construction and any subsequently executed Local Cooperation Agreements remain in effect. In the event any terms are in conflict, the terms of this agreement control.

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

CITY OF MARGATE

ATTESTED:

BY _____
Michael S. Becker
Mayor
City of Margate

Johanna Casey
Clerk
City of Margate

**STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
CLIMATE AND FLOOD RESILIENCE
DIVISION OF COASTAL ENGINEERING**

ATTESTED:

BY _____
William T. Dixon
Director
Division of Coastal Engineering

APPROVED:

BY _____
Dave Rosenblatt
Assistant Commissioner
Climate and Flood Resilience

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

Gurbir S. Grewal
Attorney General of New Jersey

BY _____
David C. Apy
Assistant Attorney General

APPENDIX A
THE PPA

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APPENDIX B
PROJECT 6057-M-R1-20
BRIGANTINE INLET TO GREAT EGG HARBOR INLET,
ABSECON ISLAND, NEW JERSEY
HURRICANE AND STORM DAMAGE REDUCTION
FIRST RENOURISHMENT CYCLE
CITY OF MARGATE
PROJECT COST SHARING ANALYSIS

Estimated Total Project Cost

The estimated total cost of the Absecon Island Project is \$30,695,071.00. The estimated cost for the first renourishment cycle and options 1 through 3 in the City of Margate is **\$3,642,851.00**. The Project is to be shared between the federal and non-federal sponsors as follows:

Estimated Base Bid Project Cost

Base Bid, Sand - 123,000 CY	\$ 1,629,750.00
Mobilization/Demobilization/PE&D/S&A (7.7%)	\$ 592,900.00
Monitoring, Insurance, Other	\$ 40,201.00
Total	\$ 2,262,851.00

Federal and Non-Federal Estimated Base Bid Cost Share

65% Federal Share	\$ 1,470,853.15
35% Non-Federal Share	\$ 791,997.85
Total	\$ 2,262,851.00

State and Municipal Estimated Base Bid Cost Share

75% State of New Jersey Estimated Share	\$ 593,998.39
25% City of Margate Estimated Share	\$ 197,999.46
Non-Federal Total	\$ 791,997.85

Estimated Total Options 1, 2 and 3 Cost @ \$9.20 CY

Option 1, Sand – 25,000 CY	\$ 230,000.00
Option 2, Sand – 50,000 CY	\$ 460,000.00
Option 3, Sand – 75,000 CY	\$ 690,000.00
Total	\$ 1,380,000.00

Option 1

Federal/Non-Federal Estimated Option 1 Costs (Sand – 25,000 CY)	\$ 230,000.00
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Federal/Non-Federal Estimated Cost Share

Option 1 - Federal Share (65%)	\$ 149,500.00
Option 1 - Non-Federal Share (35%)	\$ 80,500.00
Total Option 1 Sand	\$ 230,000.00

Non-Federal Estimated Cost Share

Option 1 – State of New Jersey Share (75%)	\$ 60,375.00
Option 1 – City of Margate (25%)	\$ 20,125.00
Total Non-Federal Option 1	\$ 80,500.00

Estimated City of Margate Option 1 Cost Share	\$ 20,125.00
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Option 2

Federal/Non-Federal Estimated Option 2 Costs (Sand – 50,000 CY) \$ 460,000.00

Federal/Non-Federal Estimated Cost Share

Option 2 - Federal Share (65%) \$ 299,000.00
Option 2 - Non-Federal Share (35%) \$ 161,000.00
Total Option 2 Sand \$ 460,000.00

Non-Federal Estimated Cost Share

Option 2 – State of New Jersey Share (75%) \$ 120,750.00
Option 2 – City of Margate (25%) \$ 40,250.00
Total Non-Federal Option 2 \$ 161,000.00

Estimated City of Margate Option 2 Cost Share \$ 40,250.00

Option 3

Federal/Non-Federal Estimated Option 3 Costs (Sand – 75,000 CY) \$ 690,000.00

Federal/Non-Federal Estimated Cost Share

Option 3 - Federal Share (65%) \$ 448,500.00
Option 3 - Non-Federal Share (35%) \$ 241,500.00
Total Option 3 Sand \$ 690,000.00

Non-Federal Estimated Cost Share

Option 3 – State of New Jersey Share (75%) \$ 181,125.00
Option 3 – City of Margate (25%) \$ 60,375.00
Total Non-Federal Option 2 \$ 241,500.00

Estimated City of Margate Option 3 Cost Share \$ 60,375.00

Credits

Exeter Avenue ADA

Estimated Cost \$ 130,000.00
Actual Cost \$ 125,168.02

ADA – State of New Jersey Share (75%) \$ 93,876.02
ADA – City of Margate (25%) \$ 31,292.00
Total \$ 125,168.02

City of Margate ADA Payment \$ 130,000.00
Actual Non-Federal Share of ADA \$ 125,168.02
City of Margate Overpayment to credit (\$ 4,831.98)

Pier Gates and Steps

Estimated Cost \$ 11,500.00

Gates – State of New Jersey Share (100%) \$ 11,500.00
Gates – City of Margate \$ 0.00
Total \$ 11,500.00

Outfall Bolts

Estimated Cost \$ 20,000.00

Outfall Bolts – State of New Jersey Share (75%) \$ 15,000.00
Outfall Bolts – City of Margate (25%) \$ 5,000.00
Total \$ 20,000.00

Cost of Additional Cost Share Work

State of New Jersey Share (75%)	\$	108,876.02
City of Margate (25%)	\$	36,292.00
Total Actual Betterments Cost	\$	145,168.02

Commented [S1]: Do you want to label this section Betterments for more clarification?

City of Margate Credit for Additional Cost Share Work

Additional Cost Share Work Total	\$	145,168.02
City of Margate 25% Additional Work Cost Share	(\$	36,292.00)
City of Margate Additional Cost Share Work Total Credit	\$	108,876.02

City of Margate Credit for Non-Cost Share Work

Additional Work Total	\$	11,500.00
City of Margate Non-Cost Share Work Credit	\$	11,500.00

City of Margate Credit for ADA Overpayment \$ **4,831.98**

Total Credit to the City of Margate for all Additional Work \$ **125,208.00**

City of Margate Estimated 25 % Base Bid Share	\$	197,999.46
City of Margate Estimated 25% Options 1-3	\$	120,750.00
City of Margate Credit	(\$	125,208.00)
City of Margate Maximum Total Payment	\$	193,541.47

Margate Minimum Cost Share (Base Bid) With Credit \$ **72,791.47**

Margate Maximum Cost Share (Base, Options & Betterments) With Credit \$ **193,541.47**

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APPENDIX C

FLAT BEACH PERPETUAL EASEMENTS WILL BE ACQUIRED FOR:

BLOCK	LOT	DESCRIPTION/REMARKS
1.01	7	PUBLIC-OBTAINED
1.02	7	PUBLIC-OBTAINED
2.01	7	PUBLIC-OBTAINED
2.02	7	PUBLIC-OBTAINED
3.01	4	PUBLIC-OBTAINED
3.02	5	PUBLIC-OBTAINED
3.02	11	PUBLIC-OBTAINED
3.03	1	PUBLIC-OBTAINED
4.01	5	PUBLIC-OBTAINED
4.02	7	PUBLIC-OBTAINED
4.03	1	PUBLIC-OBTAINED
5.01	16	PUBLIC-OBTAINED
5.03	1.01	PUBLIC-OBTAINED
5.03	1.01	PRIVATE-OBTAINED
6.01	7	PUBLIC-OBTAINED
6.02	14	PUBLIC-OBTAINED
6.03	1	PUBLIC-OBTAINED
7	1	PUBLIC-OBTAINED
7.01	6	PRIVATE-OBTAINED
7.01	14	PUBLIC-OBTAINED
7.02	14	PUBLIC-OBTAINED
8	2	PUBLIC-OBTAINED
9	24	PUBLIC-OBTAINED
10.05	31	PUBLIC-OBTAINED
10.06	1	PUBLIC-OBTAINED
11.01	15	PUBLIC-OBTAINED
11.02	7	PUBLIC-OBTAINED
12	8	PRIVATE-OBTAINED
12	16	PRIVATE-OBTAINED
13	8	PRIVATE-OBTAINED
13	17	PRIVATE-OBTAINED
13	18	PRIVATE-OBTAINED
14	17	PRIVATE-OBTAINED
14.01	1	PUBLIC-OBTAINED
15	9	PRIVATE-OBTAINED
15	19	PRIVATE-OBTAINED
16	9	PUBLIC-OBTAINED
17	9	PUBLIC-OBTAINED
18	9	PRIVATE-OBTAINED
18	18	PUBLIC-OBTAINED
19	9	PUBLIC-OBTAINED
19.01	1	PUBLIC-OBTAINED
20	9	PUBLIC-OBTAINED
21	9	PUBLIC-OBTAINED
22	9	PUBLIC-OBTAINED
23	9	PUBLIC-OBTAINED
24	4	PUBLIC-OBTAINED
25	4	PUBLIC-OBTAINED
26	2	PUBLIC-OBTAINED

BLOCK	LOT	DESCRIPTION/REMARKS
27.01	86	PUBLIC-OBTAINED
27.02	1	PUBLIC-OBTAINED
28.01	66	PUBLIC-OBTAINED
29.01	46	PUBLIC-OBTAINED
30.01	26	PUBLIC-OBTAINED
31.01	21	PUBLIC-OBTAINED
31.03	1	PUBLIC-OBTAINED
32.01	2	PUBLIC-OBTAINED
OFFSHORE EASEMENT		PUBLIC-OBTAINED

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APPENDIX D

U.S. FISH AND WILDLIFE CONTACT INFORMATION

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

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

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

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

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APPENDIX F
PUBLIC ACCESS AND PUBLIC PARKING LOCATIONS

PUBLIC ACCESS
S. Fredericksburg Avenue
S. Andover Avenue
S. Argyle Avenue
S. Barclay Avenue
S. Brunswick Avenue
S. Clarendon Avenue
S. Clermont Avenue
S. Delavan Avenue
S. Douglas Avenue
S. Essex Avenue
S. Exeter Avenue
S. Franklin Avenue
S. Frontenac Avenue
S. Gladstone Avenue
S. Granville Avenue
S. Huntington Avenue
S. Iroquois Avenue
S. Jerome Avenue
S. Knight Avenue
S. Kenyon Avenue
S. Lancaster Avenue
S. Mansfield Avenue
S. Nassau Avenue
S. Osborne Avenue
S. Pembroke Avenue
S. Quincy Avenue
S. Rumson Avenue
S. Sumner Avenue
S. Thurlow Avenue
S. Union Avenue
S. Vendome Avenue
S. Cedar Grove Avenue
S. Benson Avenue
S. Decatur Avenue
S. Washington Avenue
S. Adams Avenue
S. Jefferson Avenue
S. Madison Avenue
S. Monroe Avenue
S. Coolidge Avenue
Surf Avenue (paper street)

PUBLIC PARKING
Public Parking is allowed per existing municipal ordinance.