

LOCAL COOPERATION AGREEMENT
BETWEEN
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
THE CITY OF MARGATE
FOR THE CONSTRUCTION OF
THE STORM WATER MANAGEMENT SYSTEM
AND THE BRIGANTINE INLET TO GREAT EGG HARBOR INLET,
ABSECON ISLAND, NEW JERSEY
HURRICANE AND STORM REDUCTION PROJECT
PROJECT NUMBER 6057-I

THIS AGREEMENT made and executed this _____ day of _____, Two Thousand and Seventeen **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, ENGINEERING AND CONSTRUCTION DEPARTMENT OF COASTAL ENGINEERING**, hereinafter called the “DEP”.

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 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; 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 “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 all phases of the Project at an estimated total cost of \$123,395,000; and

WHEREAS, the DEP and the Army Corps of Engineers 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 DEP and Margate desire to enter into this Local Cooperation Agreement for Phase II of the Project; and

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

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

WHEREAS, Margate has the full authority to perform all of its responsibilities for the Project as set forth in this Agreement 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 Margate is duly authorized to enter this Agreement; and

WHEREAS, Secretary of the Army is 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, described in further detail in the PPA, will be federally funded 100%, and future project costs, such as periodic renourishment, over the fifty-year life of the Project is 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 DEP 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 State Aid Agreement between DEP and Margate; and

WHEREAS, Margate has an existing beach patrol building located on the beach at the Benson Avenue street end which is currently at a lower elevation than the proposed project dune. To enhance public safety and emergency response, Margate plans on raising the elevation of the building to the elevation of the proposed Project dune. The DEP shall reimburse Margate 100% of the cost to raise this building and to provide adequate ramping and stairways, the overall cost of which shall not exceed \$175,000 based on the preliminary engineer's estimate prepared by Remington, Vernick & Walberg, Engineers and with review and approval of the bid specifications and award of bid by DEP; and

WHEREAS, Margate's pre-existing stormwater system, which caused problems with beach ponding prior to the Project that had to be remediated through trenching to the Atlantic Ocean, would not be feasible after the construction of the Project; and

WHEREAS, due to the Project's impact on Margate's pre-existing stormwater system, the Army Corps designed a stormwater management system based on a 2014 Hydrology Study authored by the Army Corps; and

WHEREAS, initial construction of the Project began in early July, 2017 in Margate; and

WHEREAS, a significant rainfall event occurred on July 28-29, 2017, which, combined with the Project's construction, resulted in a temporary exacerbation of stormwater ponding on Margate's beach in the area of the Army Corps' stormwater management system; and

WHEREAS, due to the exacerbated ponding, Margate instituted litigation actions against both the Army Corps and the State; and

WHEREAS, the Army Corps instituted short-term mitigation measures that directly addressed the exacerbated stormwater ponding on Margate's beaches; and

WHEREAS, the Army Corps has created a conceptual design for a long-term stormwater management system in Margate, a copy of which is attached hereto as Appendix I; and

WHEREAS, the Army Corps' long-term stormwater management system consists of constructing a system of manifolded pipes that will direct the stormwater through outfall pipes that discharge into the Atlantic Ocean ("Long-Term Stormwater Management System" or "System"); and

WHEREAS, the Long-Term Stormwater Management System includes extending the existing outfall at Monroe Avenue; and

WHEREAS, Margate, the DEP and the Army Corps have reviewed and discussed the Long-Term Stormwater Management System's design and agree that it will address Margate's pre-existing ponding problem as well as any potential exacerbated ponding that may be caused by the Project's construction; and

WHEREAS, Margate, the DEP and the Army Corps have further agreed to work together to finalize and construct the Long-Term Stormwater Management System; and

WHEREAS, the Army Corps will pay 100% of the Long-Term Stormwater Management System's construction costs for those portions of the System that are seaward of the pre-existing bulkhead. To the extent Margate desires to install separate municipal elements that may integrate into and/or complement the System landward of the pre-existing bulkhead, such construction costs will be paid 100% by the DEP, subject to DEP's approval of all bid specifications and acceptance of the bid and Margate shall be fully reimbursed 100% by DEP for all such expenditures, not to exceed \$500,000; and

WHEREAS, Margate agrees to provide the Army Corps and/or State with any easements that the Army Corps deems are necessary to construct the System and conduct future inspections of the System; and

WHEREAS, Margate and DEP agree that all necessary State permits for this Project have been obtained; and

WHEREAS, Margate agrees to operate and maintain the Project, including the Long-Term Stormwater Management System, upon the completion of its construction. Margate shall pay 100% of the operation and maintenance costs for the Project and the System. However, in the event of necessary capital repairs within the federal Project area, the DEP and Margate shall partner on a solution, which may include the sharing of said costs; and

WHEREAS, because the Army Corps notified the DEP and Margate that it could build a wider beach berm in Margate for the same cost, Margate granted a twelve month right of entry to the State for construction of the wider beach; and

WHEREAS, Margate 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 H; and

WHEREAS, Margate currently provides restroom facilities at Huntington Avenue and Benson 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 that the preambles herein are adopted and agreed upon and agree as follows:

- (1) The DEP 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 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 DEP, and the Army Corps of Engineers, their representatives, agents, contractors and assigns. The DEP has also acquired, pursuant to the EDA, 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. 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 (7) below, to 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. 7:7-1 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); and Coastal Engineering (7:7-15.11).
- (3) Bulldozing, excavation or mechanical alteration of any beach and dune is 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. 7:7-1 et seq.). Imminent public safety concerns can be mitigated upon the concurrence of the DEP and municipal public safety officials, in accordance with N.J.A.C. 7:7-10.3 and/or N.J.A.C. 7:7-21.1, et seq., where applicable. Margate 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) Margate shall provide and maintain all existing public access and existing parking areas. All public access resulting from the operation of this Agreement shall be provided in a nondiscriminatory manner in accordance with law. Nothing in this provision shall be construed as mandating Margate to amend existing parking regulations including, but not limited to, specified time periods to allow parking in the beach block of Margate.
- (5) 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.
- (6) Margate, 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, “City of Margate Management Plan for the Protection of Listed Species” for the entire municipality. The plan shall be formally adopted through a memorandum of agreement among Margate, the Department’s Division of Fish and Wildlife’s Nongame Endangered Species Program, and the New Jersey Natural Lands Management Program, and Margate will be required to comply with the following:

Margate must initiate contact with the U.S. Fish and Wildlife Service (Appendix F) within thirty (30) days of the signing of this Agreement. Margate 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* 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 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. Recreational activities and

beach raking which include the use of vehicles shall be permitted by Margate subject to a management plan.

- 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.
- Limit vegetation planting and sand fencing to dune areas, allowing the upper beach to remain unstable and sparsely vegetated. Use only native species of vegetation.

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

(8) 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 total costs of initial construction for all phases of the Project are projected to be \$123,395,000.00, with the remaining initial construction cost of Phase II at an approximate cost of \$73,639,000. 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.

(9) The estimated cost for the initial construction of the Project's engineered dune and berm components is \$123,395,000.00. This cost includes the sand placement on the beach, mobilization and demobilization, walkovers, outfall betterment work, and administrative costs in the Borough of Longport, City of Margate, Atlantic City and the City of Ventnor. The estimated total cost for the City of Margate's portion of the initial

construction is and shall be \$0. Please refer to Appendix B for the cost sharing analysis of the Project.

- (10) All Project costs are estimates subject to adjustment by the Federal Government, increases or decreases in equipment and material costs, and inflation, and are not to be construed as the total financial responsibilities of the Federal government, the State as the Non-Federal Sponsor and Margate. However, any such adjustments will not impact Margate's financial responsibilities for the initial construction of Phase II of the Project. The cost of the Project may also increase due to Municipality-requested additional work, i.e. additional work to the Project not covered in this Local Cooperation Agreement 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 final cost for any Municipally-requested additional work will be based on actual cost as documented by records maintained by the DEP and the Corps. The DEP will invoice Margate for their share of the cost of the Municipally-requested additional work, if any. Payment shall be made by Margate within 30 days of its receipt of the invoice, unless a longer time period is agreed to by the DEP.

At the time of executing this Agreement, there are no Municipal betterments as part of the Phase II Project.

- (11) The Corps has agreed to complete the design of its Long-Term Stormwater Management System and to construct the System in Margate at 100% federal cost. Margate shall be responsible for all operation and maintenance of the Project as the functional segments of the Project and the System's construction have been completed. Margate agrees that it shall bear all costs associated with its operation and maintenance responsibilities and shall not seek reimbursement from the DEP for any maintenance costs.
- (12) Margate understands and agrees that the Long-Term Stormwater Management System cannot be constructed until the State and/or the Army Corps have secured all of the necessary perpetual property rights and/or permits needed, if any. Margate further

agrees to cooperate with the State and the Army Corps to secure all necessary permits, if any. Margate further agrees to convert the twelve (12) month right of entry provided to the State for the construction of the wider beach berm into a perpetual shore protection easement to enable continued construction and renourishment of the wider beach berm as well as the Long-Term Stormwater Management System.

- (13) Nothing in this Agreement shall be construed to mandate or otherwise require Margate to implement or otherwise participate in any additional replenishment work or other dune project. Margate, however, explicitly agrees not to trench, dig, bulldoze, excavate, demolish, level, raze, destroy, or otherwise artificially impact the Project, particularly the engineered dune, subject to the provisions of Paragraph 3 herein wherein public safety concerns are reasonably at issue. Margate may maintain the Project to the engineered specifications pursuant to a Coastal Zone permit, but shall not reduce any element of the Project beyond the engineered design as created by the Army Corps.
- (14) Margate agrees that the Long-Term Stormwater Management System is a public benefit to Margate. In consideration for the Army Corps' and State's agreement to fully fund the design and construction of the Long-Term Stormwater Management System, Margate agrees that it will settle the valuation phase of the pending condemnation action entitled State of New Jersey, by the Department of Environmental Protection v. City of Margate, Docket No. ATL-L-2295-15 for the sum of \$0 owed to Margate. Margate further agrees that any funds deposited into court in pursuit of such action shall be reimbursed to the State.
- (15) If Margate breaches any obligation under this Agreement, then the DEP 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 Margate under this Agreement, plus interest, legal costs and other expenses. If Margate otherwise breaches any obligation under this Agreement, the DEP reserves the right to cease its performance under this Agreement. Prior to instituting any action under this provision, the DEP 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 for other shore protection, flood risk management, and/or stormwater management projects may be impacted.

- (16) If the DEP fails to receive annual appropriations or the federal share provided for under the PPA in amounts sufficient to meet the DEP's project costs for the then current upcoming fiscal year, the DEP 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 DEP receives sufficient appropriations or until either part elects to terminate this Agreement. Any such termination shall not relieve the parties of liability for any obligation previously incurred.
- (17) All notices under this agreement shall be sent in writing to:

For the DEP:

William T. Dixon, Manager
Department of Coastal Engineering
1510 Hooper Avenue, Suite 140
Toms River, New Jersey 08753

For Margate:

Michael Becker, Mayor
City of Margate
9001 Winchester Ave.
Margate, New Jersey 08402

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

- (18) The waiver of a breach of any of the terms or conditions of this Agreement by the DEP shall not constitute a waiver of any subsequent breach. Any consent by the DEP to a delay in 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.
- (19) In the event that any one or more of the provisions of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this Agreement invalid or unenforceable and the remaining provisions hereof shall remain in full force and effect.
- (20) Nothing contained herein shall be construed so as to create rights in any third party.
- (21) This agreement will take effect upon execution by all parties and will remain in effect, except as otherwise provided in the Agreement, and can be amended by agreement of the parties.
- (22) This Agreement may be executed in counterparts.
- (23) If any provision of this 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.
- (24) This Agreement shall be interpreted in accordance with the laws of the State of New Jersey.

- (25) After the Project is complete, Margate shall be responsible for ongoing routine operation, maintenance and associated costs of the Project between beach renourishments. Through this Agreement, the DEP specifically assigns the rights to operate the beach to Margate, which shall include all rights and responsibilities thereto, including but not limited to charging beach badge fees pursuant to N.J.S.A. 40:61-22.20, providing lifeguards and trash removal, and continuing Margate's practice of maintaining the beach as a recreational beach. 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.
- (26) 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 if Margate elects to do so.
- (27) Future periodic renourishment cycles of the Project shall be subject to the availability of Municipal, Federal, and State funding and shall be covered by a future State Aid Agreement signed by the parties.
- (28) 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 DEP. 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.
- (29) DEP and Margate agree to utilize their best efforts to try to persuade the Army Corps not to disrupt the 2018 summer season which is understood to commence May 25, 2018 and end September 4, 2018, such disruption to be determined by Margate depending on the drainage project's construction progress. The parties recognize that, pursuant to the PPA, the Army Corps has sole control over the construction contract and schedule.

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 Becker
Mayor
City of Margate

Clerk
City of Margate

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

ATTESTED:

BY _____
William Dixon
Manager
Department of Coastal Engineering

APPROVED:

BY _____
Dave Rosenblatt
Assistant Commissioner
Engineering & Construction

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

Christopher S. Porrino
Acting Attorney General of New Jersey

BY _____

David C. Apy
Assistant Attorney General

APPENDIX A
THE PPA

APPENDIX B

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

MARGATE COST SHARING ANALYSIS

**Brigantine Inlet to Great Egg Harbor Inlet
Margate
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

<u>100% Federal Share</u>	<u>\$73,000,000.00</u>
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

APPENDIX E
TEMPORARY EASEMENT

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