DRAFT NO. 1 – 01/17/2018

THE BOROUGH OF MANTOLOKING
MAYOR AND COUNCIL

MINUTES - COUNCIL REGULAR BUSINESS MEETING
January 16, 2018
Mantoloking Yacht Club
1224 Bay Avenue
Mantoloking, New Jersey

The Council Regular Business Meeting of the Mayor and Council was held this day in the Mantoloking Yacht Club, Mantoloking, New Jersey.

1. **CALL TO ORDER:** Mayor George C. Nebel called the meeting to order at 5:30 p.m.

2. **OPEN PUBLIC MEETING STATEMENT**: Mayor George C. Nebel read the following statement:

In compliance with the provisions of the New Jersey Open Public Meetings Act, adequate notice of this meeting of the Mantoloking Borough Council has been advertised in the manner provided by law.

3. **ROLL CALL:**

COUNCIL	PRESENT	ABSENT	LATE	DIAL -IN
Council President White	X			
Councilman Gillingham	X			
Councilman Amarante	X			
Councilman Nelson				X
Councilwoman O'Mealia	X			
Councilman Rzemieniewski				X
Mayor George C. Nebel	X			
ALSO PRESENT				
Beverley A. Konopada, Borough Clerk	X			
Jean Cipriani, Borough Attorney	X			
Lynne Hazelet, Deputy Clerk	X			
April Yezzi, CFO, CTC, QPA	X			
Chief Stacy Ferris	X			
Robert Mainberger, Mott MacDonald	X			

4. **PLEDGE OF ALLEGIANCE:** Mayor George C. Nebel led the assembly in the Pledge of Allegiance.

5. **RESOLUTION NO. 01/16/2018-01: MINUTES OF PREVIOUS MEETINGS**

RESOLVED, the Mantoloking Borough Council approved the following minutes as printed and distributed.

Agenda Setting Pre-Council Meeting- December 12, 2017
Regular Council Business Meeting- December 19, 2017
Organization Meeting- January 3, 2018

Councilman White moved to approve the minutes as distributed. The motion was seconded by Councilwoman O'Mealia and approved by unanimous voice vote.

6. **PRIVILEGE OF THE FLOOR:** Mayor George C. Nebel opened the meeting for public comment and questions about the agenda.

No Comments were made.

7. **MUNICIPAL SERVICES COMMITTEE,** Council President White presented the monthly reports from the Public Works Superintendent, Construction Official, Land Use Officer and Building Committee and moved the following resolutions. The motion was seconded by Councilwoman O'Mealia and approved by unanimous voice vote.

A. **RESOLUTIONNO. 01/16/2018-02: PROVIDING FOR APPROVAL OF 2018 OCEAN COUNTY SCHEDULE C AGREEMENT BETWEEN THE BOROUGH AND THE COUNTY OF OCEAN**

WHEREAS, the County of Ocean has offered to enter into a Contract with the Borough whereby the County will provide certain road maintenance and repair of municipal streets, together with materials and supplies; and
WHEREAS, the utilization of County services during the term of the proposed Agreement is optional and at the sole discretion of the Borough; and
WHEREAS, in accordance with the terms of the proposed Agreement, the Borough is obliged, pursuant to Article 2, to certify that sufficient funds are available in its current budget to cover the anticipated cost; and
WHEREAS, the form of Contract has been reviewed by counsel and is deemed appropriate upon the condition that the County will accept the Borough's insurance coverage in lieu of the indemnification clause, Article 7 (see copy of proposed Agreement annexed); and
WHEREAS, a Certificate of Funds Availability has been provided.

IT IS NOW, THEREFORE, this 16 day of January, 2018, **RESOLVED** by the Mayor and Council of the Borough of Mantoloking, Ocean County, New Jersey, as follows:

1. That the Borough of Mantoloking shall enter into the proposed Schedule C Agreement for the period January 1, 2018 through December 31, 2018, subject to the acceptance by the County of the Borough's liability insurance in lieu of indemnification;

2. Further, that it is hereby certified that funds are available in the current budget to cover the anticipated cost, $6,000.00. [Road Maintenance Supplies (Salt)],

3. The Mayor and Borough Clerk are hereby authorized to execute and deliver the Agreement in accordance with this Resolution.

4. A true copy of the Agreement shall be available for public inspection in the Clerk's Office.

B. RESOLUTION NO. 01/16/2018/-03: APPOINTMENT OF PERSONNEL

RESOLVED, Mantoloking Borough Council approved the following appointment with the terms and conditions indicated:

Name	Position	Effective Date	Salary
Ronald J. Piszar	Fire Official	January 1, 2018	$3,800.00 Annually

C. RESOLUTION NO. 01/16/2018-04: APPOINTMENT OF PERSONNEL

RESOLVED, Mantoloking Borough Council approved the following appointment with the terms and conditions indicated:

Name	Position	Effective Date	Salary
Richard J. Orlando	Deputy Fire Official and Deputy Fire Sub-Code Official	January 16, 2018	$35.00 Per Hour

8. **FINANCE COMMITTEE,** Councilman Gillingham presented the monthly finance report and moved the following resolutions. The motion was seconded by Councilwoman O'Mealia and approved by unanimous voice vote.

A. RESOLUTION NO. 01/16/2018-05: ACCEPT THE REPORT OF THE MUNICIPAL FINANCE OFFICER

BOROUGH OF MANTOLOKING
Financial Report for the Month of October, 2017

Status of the Budget on November 30, 2017

FUND	ORIGINAL APPROPRIATION	BALANCE LAST MONTH	EXPENDED DURING MONTH	ENCUMBERED DURING MONTH	APPROPRIATION BALANCE	
2017 CURRENT FUND	$6,817,624	$3,524,211	$2,646,312	$69,372	$808,528	
2016 Appropriation Reserves	$501,387	$291,434	$3,886	$0	$287,548	
SANDY EMERGENCY FUNDS	$297,639	$190,858		($7,233)	$198,091	(a)
CAPITAL FUND	$7,195,713	$3,034,273	$216,014	$0	$2,818,259	
(Subcategory of Capital Fund)						
Construction-Municipal Building	$5,500,000	$4,181,822	$186,392	$2,324,906	$1,670,524	(b)
TOTAL	**$20,312,363**	**$11,222,598**	**$3,052,604**	**$2,387,045**	**$5,782,949**	

Receipts, Disbursements and Changes in Cash Balance During the Month of November, 2017

FUND	CASH BALANCE JANUARY 1, 2017	CASH BALANCE BEGINNING OF MONTH	CASH RECEIVED	CASH DISBURSED	CASH BALANCE END OF MONTH
2017 CURRENT FUND	$3,854,014	$4,769,185	$1,434,484	($1,926,459)	$4,277,210
CAPITAL FUND	$1,916,441	$5,554,160		($201,867)	$5,352,293
ANIMAL CONTROL FUND	$111	$142			$142
OTHER TRUST FUNDS	$519,840	$477,065	$2,196	($7,693)	$471,568
PAYROLL ACCOUNT		$73,918	$153,443	($128,279)	$99,082
UNEMPLOYMENT ACCOUNT		$7,994	$610	$0	$8,604
LAW ENFORCEMENT TRUST		$2,836	$0		$2,836
TOTAL	**$6,290,406**	**$10,885,301**	**$1,590,732**	**($2,264,297)**	**$10,211,736**

(a) Balances encumbered were cancelled thereby increasing the available balance.

(b) This information is specific to Ordinance #656 Construction of Municipal Building. The encumbrance amount is not paid but reserved for future payment based on contractual obligations.

B. RESOLUTION NO. 01/16/2018-06: PAYMENT OF BILLS

WHEREAS, the municipal finance officer has presented

- A list of bills in the amount of $304,431.15 with the recommendation they be paid, and
- A list of bills in the amount of $291,530.77 that have been paid with the approval of the municipal clerk and the mayor, now, therefore, be it

RESOLVED, the council approves the payment of all the bills and directs that a copy of these lists be attached to and made part of the minutes of this meeting.

C. RESOLUTION NO. 01/16/2018-07: TO ADOPT APPROPRIATION RESERVE TRANSFER # 1

WHEREAS, N.J.S.A. 40A: 4-59 provides that in the first 3 months of the fiscal year, the amount of any appropriation reserve for the immediately preceding fiscal year is insufficient to pay the claims authorized or incurred during said preceding year which were chargeable to said appropriation, and there shall be an excess in any appropriation reserves over and above the amount deemed to be necessary to fulfill its purpose, the governing body may, by resolution adopted by not less than a 2/3 vote of the full membership thereof, transfer the amount of such excess to an appropriation reserve or an appropriation in the prior budget deemed to be insufficient to fulfill its purpose or for which no reserve was provided.
WHEREAS, the Chief Financial Officer has advised the Mayor and Council of the Borough of Mantoloking that the need for certain transfers within the 2017 Appropriation Reserves exists; and
WHEREAS, it is recommended that these appropriation reserve transfers be made;
NOW, THEREFORE BE IT RESOLVED by the governing body of the Borough of Mantoloking that the following budget transfers be made for the 2017 Appropriation Reserve balances

DEPARTMENT		TO	FROM
Finance	OE	$ 3,000.00	
Legal	OE	10,000.00	
Sewer	OE	10,000.00	
Planning	SW		$10,000.00
Group Insurance	OE		10,000.00
Social Security	OE		3,000.00
Total		$23,000.00	$23,000.00

D. RESOLUTION NO. 01/16/2018-08: PROVIDING FOR APPROVAL OF PROFESSIONAL SERVICES CONTRACTS

WHEREAS, the Borough of Mantoloking has a need to acquire Professional Services as traditional contracts pursuant to the provisions of N.J.S.A. 19:44A-20.4 or 20.5 (as appropriate); and,
WHEREAS, Chief Financial Officer has determined and certified in writing that the value of the acquisitions will exceed $17,500; and,
WHEREAS, the anticipated term of the contracts is one (1) year; and
WHEREAS, the following have submitted proposals by January 3, 2018 indicating they will provide their listed services:

POSITION	OFFICIAL	CONTRACT AMOUNT	BUSINESS NAME
Borough Attorney	Jean Cipriani	$150.00 /hr. + Misc.Expenses	Gilmore & Monahan
Borough Auditor	Robert S. Oliwa, R.M.A.	$27,800.00+$30-$125/hr.+ Misc. Expenses	Oliwa & Company, CPA
Borough Engineer Stormwater Program Coordinator Ocean County Block Grant Program Representative	Lawrence Plevier P.E	$150- $214/hr. + Misc. Expenses	Mott, MacDonald
Assistant Engineer Municipal Planner Dune Inspector Flood Plain Manager Community Rating System Coordinator	Robert Mainberger, P.E Douglas Gaffney, P.E. – Alternate Assistant	$150 -$214/hr. + Misc. Expenses	Mott MacDonald
Bond Counsel	Matthew Jessup, Esq.	$180.00-$325.00 /hr. + Misc. Expenses	McManimon, Scotland & Baumann
Special Council – Public Education	Vito A. Gagliardi, Jr. Kerri A. Wright	$345/ hr. Principal/Counsel $145-$/255/hr. Associate/Paralegal	Porzio Bromberg & Newmann
Planning Board Attorney	Ben Montenegro, Esq.	$175.00/hr. + Misc. Expenses	Montenegro, Thompson, Montenegro & Genz
Recycling Coordinator	Joy Bragen-Edly	$1750 per/yr. (4 quarterly payments)	Joy Bragen-Edly
Financial Consultant	Phoenix Advisors	Fee for bonds: $1.00 per $1,000 issued minimum-$12.500 Fee for Notes: $0.25 per $1,000 issued Minimum of $2,500	Phoenix Advisors
Police Physician	Dr. Hitesh B. Patel	$330.25 Per Examination	Premier Healthcare Associates, PC.
Municipal Prosecutor	Bonnie R. Peterson, Esq.	$6,000 per/year $500.00 per month	Bonnie R. Peterson, Esq. Attorney-at-Law

Conflict Prosecutor/Alternate	Michael Burns, Esq.	$500.00 per court session	Rothstein, Mandell, Strohm, Halm & Kurs
Special Counsel – Police disciplinary matters	Michael J. McKenna	$175.00 /hr. + misc. expenses	Hiering, Gannon and McKenna
Municipal Public Defender	Margarie M. Herlihy	$300.00 per case $150.00 hour for extraordinary services	Herlihy & Young Attorneys
Police Physician- Psychological	Dr. Mark White	$550.00, plus scoring fee $70.00 $200.00 per hour for Supervisor-Imposed Fitness for Duty Referral	Mark White, Ph.D., A.B.P.P. Licensed Psychologist
Borough Special Counsel-State Tax Appeal	Harry Haushalter, Esq.	$160.00/hr. + misc. expenses	Harry Haushalter Attorney at Law

And,

WHEREAS, as may be applicable pursuant to N.J.S.A. 19:44-A-20.4, et seq. obligates the professional contractors to certify that they have not made any reportable contributions to a political or candidate committee in the Borough of Mantoloking in the previous one year, and that the contract will prohibit them from making any reportable contributions through the term of the contract, and

WHEREAS, the Business Entity Disclosure Certification shall be executed prior to execution of the professional services contract, and

WHEREAS, a Certificates of Availability of Funds issued by the Chief Financial Officer has been submitted pursuant to N.J.A.C. 5:30-5.4.

NOW THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Mantoloking authorize the Mayor to enter into the contracts with the professional contractors as described herein in a form acceptable to the Borough Attorney; and,

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and,

BE IT FURTHER RESOLVED that notice of this action is published as a contract award without competitive bidding as professional services pursuant to N.J.S.A. 40:55D-24.

E. RESOLUTION NO. 01/16/2018-09 : PROVIDING FOR APPROVAL OF MAINTENANCE CONTRACTS

WHEREAS, the award of contracts for services, supplies and maintenance of Borough facilities, equipment and personnel obligations enumerated in this resolution is necessary and in the public interest to provide for the efficient operation of the Borough; and

WHEREAS, A Certificate of Funds Availability has been filed with the Borough Clerk; now, therefore, be it

RESOLVED by the Mayor and Council of the Borough of Mantoloking as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute service and maintenance agreements in accordance with the following list, which identifies the services and providers thereof. Said contracts are to be executed following approval, as to form, by the Borough Attorney and Purchasing Agent. Copies of the contracts are available for inspection at the Clerk's office during regular business hours.

SERVICE	PROVIDER	CONTRACT AMOUNT
Construction Office Computer Software and Maintenance	Mitchell Humphrey & Co.	$ 2,340.00 Annual
Computer Software Maintenance	Edmunds & Associates	$7,829.00 Annual- Support of third party products not included in contract min. hourly rate $150.00
Website Maintenance	Osprey Technology, LLC	$140/per month + $75/hr. Misc. Serv.
Animal Control	Muskrat Jack	$300.00 per month
Network and Managed Service Provider	ECS- Executive Computer Systems, Inc.	$575.00 per month

F. RESOLUTION NO. 01/16/2018-10: AUTHORIZING A ONE MONTH EXTENSION OF TWO PROFESSIONAL CONTRACTS

WHEREAS, the Borough of Mantoloking has previously engaged B.L.D.G Architecture, LLC and Sibilia Construction Services, LLC to provide architectural and construction project manager services, respectively, in connection with the design and construction of the new Borough Hall; and
WHEREAS, due to multiple factors, the construction of the new Borough Hall has extended beyond the anticipated time frame and the Borough therefore has a continuing need for the provision of architectural and construction project manager services and has requested proposals by the current professionals supplying those services; and
WHEREAS, B.L.D.G Architecture, LLC and Sibilia Construction Services, LLC have provided the requested proposals for review by the Chief Financial Officer, the Borough Attorney and the Finance and Building Committees and agreements will be provided the governing body for review and approval at the February 2018 meeting; and
WHEREAS, it is the desire of the governing body to authorize extension of the existing contractual arrangements with B.L.D.G Architecture, LLC and Sibilia Construction Services, LLC under the existing contracts through February 20, 2018 so that there will be no **suspension of these critical** professional services prior to authorization of new contract based upon the provided proposals.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Borough of Mantoloking as follows,

1. The previously-authorized contracts between the Borough of Mantoloking and B.L.D.G Architecture, LLC and Sibilia Construction Services, LLC are hereby extended through February 20, 2018 in amounts not to exceed the current monthly amount for $5,000.00 and $10,000.00 respectively.

2. That certificates of availability of funds executed by the Chief Financial Officer is annexed hereto. The following are the line item appropriations or ordinances which constitute the availability of funds for these contracts:

   C-04-55-939-001-801

3. A copy of this resolution shall be provided to B.L.D.G Architecture, LLC and Sibilia Construction Services, LLC and the Chief Financial Officer.

CERTIFICATION

I, Beverley A. Konopada, RMC, CMR, do hereby certify that the foregoing is a true copy of a resolution adopted by the Governing Body of the Borough of Mantoloking at a meeting held on the **16th** day of **January, 2018.**

BEVERLEY A. KONOPADA, RMC, CMR
Borough Clerk, Borough of Mantoloking

CERTIFICATE OF AVAILABILITY OF FUNDS

I, **APRIL J. YEZZI**, Chief Financial Officer for the Borough of Mantoloking, do hereby certify that adequate funds are available for a contract with Sibilia Construction Services, LLC for construction project manager services in connection with the new municipal building, in the amount of $10,000.00.

The funds which are available for this contract are found in the following line item appropriations or ordinances: PO # 18-0054 - Ord. # 656 $10,000.00.

APRIL J. YEZZI, Chief Financial Officer
Borough of Mantoloking

I, **APRIL J. YEZZI**, Chief Financial Officer for the Borough of Mantoloking, do hereby certify that adequate funds are available for a contract with B.L.D.G Architecture, LLC for architectural services in connection with the new municipal building, in the amount of $5,000.00.

The funds which are available for this contract are found in the following line item appropriations or ordinances: PO # 18-00052 - Ord. # 656 $5,000.00

APRIL J. YEZZI, Chief Financial Officer
Borough of Mantoloking

9. **PUBLIC SAFETY COMMITTEE,** Councilman Rzemieniewski presented the monthly reports of the Police Department, Municipal Court, Fire Company, and Emergency Management and moved the following resolution. The motion was seconded by Councilman Gillingham and approved by unanimous voice vote.

A. RESOLUTION NO. 01/16/25018-11: IN SUPPORT OF THE MULTIPLE SCLEROSIS SOCIETY'S NEW JERSEY METRO CHAPTER AND THE "COAST TO COAST" BIKE MS RIDE

WHEREAS, the Multiple Sclerosis Society, have requested permission to pass through the Borough utilizing County Road 528 (Herbert Street) , Barnegat Lane, Bay Avenue, Downer and State Highway Route 35 in conjunction with the "Coast to Coast" Bike MS Ride, on Saturday, May 19, 2018; and
WHEREAS, the Mayor and Council wish to endorse and support the Multiple Sclerosis Society New Jersey Metro Chapter and the "Coast to Coast" Bike MS Ride.
IT IS NOW, THEREFORE, this 16th day of January, 2018,
RESOLVED by the Mayor and Council of the Borough of Mantoloking, Ocean County, New Jersey, as follows:

1. Have requested permission to pass through the Borough utilizing County Road 528 (Herbert Street), Barnegat Lane, Bay Avenue, Downer and State Highway Route 35 in conjunction with the "Coast to Coast" Bike MS Ride, on Saturday, May19, 2018; and is hereby granted subject only to endorsement by the Chief of Police.
2. Upon endorsement by the Chief, a copy of this Resolution shall be forwarded to Multiple Sclerosis Society, Attention: Amy Ferrone
3. This approval and endorsement is subject to such conditions, if any, as shall be established by the Chief.

10. **DUNE & BEACH COMMITTEE:** Councilman Nelson presented the reports of the Dune & Beach Committee and Ocean County Block Grant Program.

Councilman White moved the following resolution. The motion was seconded by Councilman Gillingham and approved by unanimous voice vote.

RESOLUTION NO. 01/16/2018-10: AUTHORIZING A ONE MONTH EXTENSION OF TWO PROFESSIONAL CONTRACTS

WHEREAS, the Borough of Mantoloking has previously engaged B.L.D.G Architecture, LLC and Sibilia Construction Services, LLC to provide architectural and construction project manager services, respectively, in connection with the design and construction of the new Borough Hall; and
WHEREAS, due to multiple factors, the construction of the new Borough Hall has extended beyond the anticipated time frame and the Borough therefore has a continuing need for the provision of architectural and construction project manager services and has requested proposals by the current professionals supplying those services; and
WHEREAS, B.L.D.G Architecture, LLC and Sibilia Construction Services, LLC have provided the requested proposals for review by the Chief Financial Officer, the Borough Attorney and the Finance and Building Committees and agreements will be provided the governing body for review and approval at the February 2018 meeting; and
WHEREAS, it is the desire of the governing body to authorize extension of the existing contractual arrangements with B.L.D.G Architecture, LLC and Sibilia Construction Services, LLC under the existing contracts through February 20, 2018 so that there will be no **suspension of these critical** professional services prior to authorization of new contract based upon the provided proposals.
NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Borough of Mantoloking as follows,

1. The previously-authorized contracts between the Borough of Mantoloking and B.L.D.G Architecture, LLC and Sibilia Construction Services, LLC are hereby extended through February 20, 2018 in amounts not to exceed the current monthly amount for $5,000.00 and $10,000.00 respectively.

2. That certificates of availability of funds executed by the Chief Financial Officer is annexed hereto. The following are the line item appropriations or ordinances which constitute the availability of funds for these contracts:

   C-04-55-939-001-801

3. A copy of this resolution shall be provided to B.L.D.G Architecture, LLC and Sibilia Construction Services, LLC and the Chief Financial Officer.

CERTIFICATION

I, Beverley A. Konopada, RMC, CMR, do hereby certify that the foregoing is a true copy of a resolution adopted by the Governing Body of the Borough of Mantoloking at a meeting held on the **16th** day of **January, 2018.**

BEVERLEY A. KONOPADA, RMC, CMR
Borough Clerk, Borough of Mantoloking

CERTIFICATE OF AVAILABILITY OF FUNDS

I, **APRIL J. YEZZI**, Chief Financial Officer for the Borough of Mantoloking, do hereby certify that adequate funds are available for a contract with Sibilia Construction Services, LLC for construction project manager services in connection with the new municipal building, in the amount of $10,000.00.

BOROUGH OF MANTOLOKING

340 DRUM POINT ROAD • P.O. BOX 4391
BRICK, NJ 08723, (732) 475-6983

VOUCHER

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.

No. 18-00054

P

SHIP TO
BOROUGH OF MANTOLOKING
340 DRUM POINT ROAD, 2ND FL
PO BOX 4391
BRICK,NJ 08723

VENDOR #: S0138

VENDOR
SIBILIA CONSTRUCTION SRVS, LLC
101 CHATHAM LANE
POINT PLEASANT, NJ 08742

ORDER DATE: 01/18/18
REQUISITION NO:
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

PAYMENT RECORD

CHECK DATE	CHECK NO

IRS #21-6000824 - TAX EXEMPT UNDER PROVISIONS OF N.J. SALES & USE TAX ACT (CHAPTER 30, LAWS OF 1966).

NOTICE:COMPLETE SHIPMENT OF ALL ITEMS IS DESIRED. PARTIAL DELIVERY PAYMENT WILL BE MADE ONLY WHERE DISCOUNT APPLIES.

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	ONE-MONTH EXT OF CONTRACT ONE MONTH EXTENSION OF PROFESSIONAL CONTRACT NOT TO EXCEED $10,000.00 RESOLUTION #01/16/2018-10	C-04-55-939-001-801 ORD#656 CONSTRUCTION OF MUNICIPAL BLDG.	10,000.0000	10,000.00
			TOTAL	10,000.00

CLAIMANT'S CERTIFICATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

DATE OFFICIAL POSITION

TAX I.D. NO. OR SOCIAL SECURITY NO. INCORPORATED? ☐ YES ☐ NO

APPROVAL FOR PAYMENT

The items specified in the above account were necessary for the purpose of this department and were authorized by the department, in conformity with the ordinances of the Borough of Mantoloking for the use and benefit of said Borough. Each item has been received and its quality is as ordered. The work specified has been properly done and each price charged is correct. No price is higher than the prevailing market price as far as we can ascertain, or more than the contract price.

DEPARTMENT HEAD

COMMITTEE

MAYOR

NO ORDER VALID UNLESS SIGNED BELOW

FUNDS AVAILABLE
APPROVAL FOR PURCHASE

1/18/18
AUTHORIZED SIGNATURE

VOUCHER COPY - SIGN AT X AND RETURN TO TREASURER'S OFFICE WITH YOUR INVOICE

BOROUGH OF MANTOLOKING

340 DRUM POINT ROAD • P.O. BOX 4391
BRICK, NJ 08723, (732) 475-6983

VOUCHER

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.

No. 18-00052

P

SHIP TO

BOROUGH OF MANTOLOKING
340 DRUM POINT ROAD, 2ND FL
PO BOX 4391
BRICK,NJ 08723

VENDOR

VENDOR #: B0098

B L D G ARCHITECTURE, LLC
617 UNION AVE
BUILDING 3-14
BRIELLE, NJ 08730

ORDER DATE: 01/18/18
REQUISITION NO:
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

PAYMENT RECORD

CHECK DATE	CHECK NO

IRS #21-6000824 - TAX EXEMPT UNDER PROVISIONS OF N.J. SALES & USE TAX ACT (CHAPTER 30, LAWS OF 1966).

NOTICE:COMPLETE SHIPMENT OF ALL ITEMS IS DESIRED. PARTIAL DELIVERY PAYMENT WILL BE MADE ONLY WHERE DISCOUNT APPLIES.

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	ONE-MONTH EXT OF CONTRACT ONE MONTH EXTENSION OF PROFESSIONAL CONTRACT NOT TO EXCEED $5,000 RESOLUTION #01/16/2018-10	C-04-55-939-001-801 ORD#656 CONSTRUCTION OF MUNICIPAL BLDG.	5,000.0000	5,000.00
			TOTAL	5,000.00

CLAIMANT'S CERTIFICATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

DATE

OFFICIAL POSITION

INCORPORATED? ☐ YES ☐ NO

TAX I.D. NO. OR SOCIAL SECURITY NO.

APPROVAL FOR PAYMENT

The items specified in the above account were necessary for the purpose of this department and were authorized by the department, in conformity with the ordinances of the Borough of Mantoloking for the use and benefit of said Borough. Each item has been received and its quality is as ordered. The work specified has been properly done and each price charged is correct. No price is higher than the prevailing market price as far as we can ascertain, or more than the contract price.

DEPARTMENT HEAD

COMMITTEE

MAYOR

NO ORDER VALID UNLESS SIGNED BELOW

FUNDS AVAILABLE
APPROVAL FOR PURCHASE

1/18/18

AUTHORIZED SIGNATURE

VOUCHER COPY - SIGN AT X AND RETURN TO TREASURER'S OFFICE WITH YOUR INVOICE

A. **RESOLUTION NO. 01/16/2018-12: AUTHORIZING THE EXECUTION OF A STATE AID AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION**

WHEREAS, the New Jersey Department of Environmental Protection ("NJDEP") and the United States Army Corps of Engineers ("ACOE") entered into a Project Partnership Agreement ("PPA") for the initial construction of the Storm Reduction Project (the "Project") in the Borough of Mantoloking and surrounding municipalities as well as for periodic renourishment, operation and maintenance of the Project; and

WHEREAS, under the terms of the PPA the cost of the construction of the project is borne by the ACOE and the NJDEP which includes the sand placement on the beach and dune, mobilization and demobilization, dune crossovers, dune planting and fencing and administrative costs; and

WHEREAS, the NJDEP requires the execution of a State Aid Agreement, attached hereto as Schedule A, with the Borough memorializing the rights and responsibilities of the State of New Jersey and the Borough of Mantoloking concerning the construction and maintenance of the Project; and

WHEREAS, the Borough will be responsible for twenty-five percent of the non-federal share of future renourishment over the fifty-year life of the project under a future State Aid Agreement; and

WHEREAS, the Borough is required to provide perpetual easements for all properties listed in Appendix C to the PPA for public access and use of the entire beachfront and tidal lands in the Project construction area; comply with the NJDEP's Coastal Zone Management Rules and shall provide and maintain all public access and parking areas as set forth in the PPA; and

WHEREAS, the Borough is required to enter into an agreement with U.S. Fish and Wildlife Service to develop and implement a beach species management plan; and

WHEREAS, the Borough is required to comply with the eligibility requirements for the Disaster Relief Community Development Block Grants (CDBG-DR) for funding for recovery efforts involving housing, economic development, infrastructure and prevention of further damage to affected areas; and

WHEREAS, the Borough Council wishes to authorize the execution of the State Aid Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Borough of Mantoloking, County of Ocean, State of New Jersey, that the Mayor is hereby authorized to execute, and the Borough Clerk to attest to the State Aid Agreement Between the Department of Environmental Protection and the Borough of Mantoloking for Construction of Manasquan Inlet to Barnegat Inlet, New Jersey Hurricane and Storm Reduction Project, Project Number 6075-M-I.

11. **ENVIRONMENTAL COMMITTEE** Councilwoman O'Mealia presented the report of the Environmental Committee.

Councilwoman O'Mealia made an announcement regarding garbage and recycling pickup on Wednesday, January 17th. She advised residents that there would be two separate pick-ups one in the morning for Recycling and the afternoon for garbage.

12. **MUNICIPAL RELATIONS COMMITTEE** Councilman Amarante stated no report of the Mantoloking Relations Committee.

13. MAYOR AND COUNCIL COMMENTS

Mayor Nebel shared with the audience that he emailed committee members and Bud D'Avella, appointing Bud as Chairman of the newly formed Beach Committee. His goal for the committee was to

" manage and maintain the recreational activities of the beach in Mantoloking to the satisfaction of residents and visitors. Such activities include hiring lifeguards, determining beach badge fees, selling beach badges, hiring badge checkers, enforcing the Borough beach ordinances and maintaining a clean beach"

Mayor Nebel also discussed an additional communication sent to Mr. D'Avella and committee members.

" target passing a resolution regarding beach management at the February council regular business meeting on February 20, 2018. The resolution should be completed and included in the agenda for the Council agenda setting meeting February 13, 2018. The resolution should include, but not limited to, lifeguard schedule, beach maintenance schedule, badge checker schedule, estimated costs and beach badge pricing".

Bud D'Avella, Chairman of the Beach Committee, provided an update to the public regarding the beach operation. He advised that this will be the first time Borough will be operating the beach formerly operated by the Mantoloking Beach Association (MBA).

The committee reviewed coordinating with Brick, however, they rejected this option. The following key points were discussed.

- Impressed with the MBA's current Lifeguard Wade and his company.
- Contract to be reviewed by CFO and Council.
- Kelley Burdge selected to be the Beach Manager as a result of her good relationship with people in town.
- scheduling and cleaning the beaches
- Insurance plan
- Councilman Amarante wanted to know if South beach will operate as they have in the past.
- No lifeguards will be at the north end of town.
- Chief Ferris – all 14 access points will be open, only adding lifeguards to 3 walkways.
- No smoking issue discussed
- Porta Potties- Bud D'Avella – no plan to have portable sanitary facilities
- Chief Ferris – one portable sanitary facility by the badge trailer
- What brought about the need for change- Bud D'Avella- with new remediation, insurance became an issue for the Beach Association. This year will be a trial.

Councilman White advised no sand on the beach since last Thursday due to weather conditions. 1000 feet left to go south before they go north. Base Bid up to 1071 will be finished by end of March.

Borough Hall is getting windows on East Side of building. Roof will be finished by mid -week, dry insulation going in next couple weeks.

14. PUBLIC COMMENTS PERIOD

Councilman Amarante and White where thanked for placing the State Aid Agreement and questions and answers section in the Mantoloking Reporter and on the borough website.

Garbage picked up on a Holiday that was not scheduled. Issues regarding the contractor and residents not following directions.

15. NEXT MEETING:

Council Agenda Setting Meeting, Tuesday, February 13, 2018 at 5:30 p.m. at the Mantoloking Yacht Club, 1224 Bay Avenue, Mantoloking, NJ

16. ADJOURNMENT

There being no further business for this meeting, it was motioned by Councilman White to adjourn. The motion was seconded by Councilman Gillingham and approved by unanimous voice vote at 5:57 p.m.

Respectfully submitted,

Beverley A. Konopada
Municipal Clerk

STATE AID AGREEMENT

BETWEEN

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

THE BOROUGH OF MANTOLOKING

FOR CONSTRUCTION OF

MANASQUAN INLET TO BARNEGAT INLET, NEW JERSEY

HURRICANE AND STORM REDUCTION PROJECT

PROJECT NUMBER 6075-M-1

THIS AGREEMENT made and executed this _____ day of _____, Two Thousand and Eighteen **BY AND BETWEEN THE BOROUGH OF MANTOLOKING,** a Municipal Corporation in the County of Ocean, New Jersey, hereinafter called the "Municipality", and the **STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION,** hereinafter called the "Department", **ENGINEERING AND CONSTRUCTION, DIVISION OF COASTAL ENGINEERING,** hereinafter called the "Division".

WHEREAS, Construction of the Manasquan Inlet to Barnegat Inlet, New Jersey Hurricane and Storm Reduction Project, hereinafter referred to as the "Project", was authorized by Section 1001(32) of the Water Resources Development Act of 2007, Public Law 110-114; and

WHEREAS, Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, (33 U.S.C. 2213), hereafter "WRDA 1986," 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," and initiated after April 30, 1986, 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, 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 to finance the non-Federal cash contribution for certain projects using DRAA 13 funds in accordance with the provisions of Section 103(k) of WRDA 1986; and the interest rate for such payments shall be determined in accordance with Section 106 of WRDA 1986, which includes initial construction of the Project at an estimated total cost of $167,146,000; and

WHEREAS, the Department, as the non-Federal sponsor, and the Army Corps of Engineers entered into a Project Partnership Agreement, hereinafter referred to as the "PPA," on July 18, 2014, attached hereto as Appendix A, for the initial construction of storm damage reduction measures in the Borough of Point Pleasant Beach, Borough of Bay Head, Borough of Mantoloking, Towaship of Brick, Township of Toms River, Borough of Lavallette, Borough of Seaside Heights,

Borough of Seaside Park and the Township of Berkeley, pursuant to the requirements of DRAA 13, and for periodic renourishment, operation, and maintenance of the Project; and

WHEREAS, the Department and the Municipality desire to enter into this State Aid Agreement for the initial construction of the Project; and

WHEREAS, the periodic renourishment portion of the Project is authorized for fifty years from the start of initial construction, at a four-year renourishment cycle, each renourishment being subject to subsequent State Aid Agreements; and

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

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

WHEREAS, Secretary of the Army is authorized to finance the non-Federal cash contribution using funds provided in DRAA 13 in accordance with the provisions of Section 103(k) of WRDA 1986, to complete initial construction of the Project; and

WHEREAS, the total cost of the entire Project, including initial beachfill construction, and renourishment over 50 years is estimated at $504,962,000.00 based upon the PPA. The total costs of initial construction of the shore protection features are projected to be $167,146,000.00. Total costs of periodic renourishments of the shore protection features are projected to the $337,816,000.00. The Non-Federal Sponsor's cash contribution over the 50-year life of the Project is projected to be $227,409,000.00

WHEREAS, the estimated cost of initial construction of the Project is projected to be $167,146,000, with the Federal Government's 65% share of such costs projected to be $108,645,000 and the Department's 35% share of such costs projected to be $58,501,000. The Municipality is not required to cost share for the initial construction of the Project except for any Municipal requested additional work and betterments, as set forth in attached Appendix B. This estimated cost includes the sand placement on the beach and dune, mobilization and demobilization, dune crossovers, dune planting and fencing, and administrative costs within the Borough of Point Pleasant Beach, Borough of Bay Head, Borough of Mantoloking, Township of Brick, Township of Toms River, Borough of Lavallette, Borough of Seaside Heights, Borough of Seaside Park and the Township of Berkeley; and

WHEREAS, future renourishment costs over the fifty-year life of the Project is 50% federal and 50% non-federal as set forth in the PPA. In the event of periodic renourishments, 75% of the

non-federal share will be paid by the Department and the remaining 25% will be paid by the Municipality, and will be subject to a future State Aid Agreement; and

WHEREAS, the Municipality has requested modifications to all dune crossovers as designed by the Corps, which are not endorsed by the Division, and shall be operated, maintained, reconstructed, and repaired by the Municipality at its own cost; and

WHEREAS, the Municipality provides public access to the entire beach within the Project and provides parking on all Municipal streets as governed by existing Municipal Ordinance as depicted on the municipal plan entitled; "Municipal Public Access Plan with Proposed Route 35 Park - Public Parking and Access Plan" in Appendix G; and

WHEREAS, the expenditure of public funds is conditioned upon compliance with the Department's Coastal Zone Management Rules, N.J.A.C. 7:7-1.1 et seq., and all other applicable laws, rules and regulations; and

WHEREAS, through the DRAA 2013, additional money was appropriated to the U.S. Department of Housing and Urban Development, hereinafter "HUD," to be allocated as Disaster Recovery Community Development Block Grants ("CDBG-DR") to Superstorm Sandy-impacted states, including the State of New Jersey, in order to provide crucial funding for recovery efforts involving housing, economic development, infrastructure and prevention of further damage to affected areas; and

WHEREAS, pursuant to FR-5696-N-06, on November 18, 2013, the State of New Jersey received a second allocation of HUD funding through the New Jersey Department of Community Affairs, hereinafter "DCA," as the designated entity to administer the State's CDBG-DR Program per 24 CFR 570.501; and

WHEREAS, $50 million of the second allocation of CDBG-DR funds is allocated for the Department's Office of Flood Hazard Risk Reduction Measures to support the Department's efforts to acquire the necessary real estate for the Project as required per the terms of the PPA, and will supplement expenses not covered by Corps reimbursement, and

WHEREAS, to be eligible for CDBG-DR funding for reimbursement of real estate acquisition costs, the Municipality must comply with all CDBG-DR requirements and procedures as set forth in Exhibit H; and

WHEREAS, once any portion of the Project is complete, the Municipality will be responsible for all routine operations, maintenance and associated costs of the Project in the Municipality between periodic renourishment of the Project.

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

(1) The Municipality shall provide perpetual easements for the properties listed in Appendix C and, in accordance with the terms of Appendix D for public access to and use of the entire beachfront and tidal lands in the Project construction area. The perpetual easement shall also provide construction access necessary for construction, renourishment activities, and maintenance, including providing access to the Department and the Army Corps of Engineers, their representatives, agents, contractors and assigns. The Municipality shall provide through the perpetual easement, the 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 Clause (7) below, to the Department and the Army Corps of Engineers, their agents, employees, and contractors.

(2) In satisfying its obligations in this Agreement, the Municipality shall comply with all of the Department's Coastal Zone Management Rules (N.J.A.C. 7:7 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); and Coastal Engineering (7:7-15.11).

(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 N.J.A.C 7:7-10 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 public access and parking areas as set forth in this Agreement and Appendices. All public access resulting from the operation of this Agreement shall be provided in a nondiscriminatory manner in accordance with law.

(5) The Municipality acknowledges all lands now or formerly flowed by the mean high tide are owned by the State of New Jersey, excluding any riparian interests previously granted by the State, and that title to any lands which cease to be flowed by the mean high tide as a result of the shore protection or dredging project remains in the State of New Jersey.

(6) The Municipality as a public entity recognizes its continuing obligation to ensure compliance with the Public Trust Doctrine in accordance with the laws of the State of New Jersey, as well as its obligation to enforce public access within the entire Project construction area in accordance with the terms set forth in Appendix D.

(7) The Municipality, 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, "Borough of Mantoloking 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 the Municipality, the Department's Office of Natural and Historic Resources, and the United States Fish and Wildlife Service. Further, the Municipality will be required to comply with the following:

The Municipality must make initial contact with the U.S. Fish and Wildlife Service (Appendix E) within thirty (30) days of receiving the executed copy 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 signing 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 F) 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, the Municipality 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.

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

(9) The Municipality has requested design modifications to all dune crossovers associated with the Project. Such design modifications will likely increase the cost to construct each dune crossover. The Municipality shall be responsible for 100% of the difference in construction cost between the Project crossover design and the Municipal requested modified design, if any. The Municipality, at its own cost, is also responsible for all operation, maintenance, reconstruction,

and repair of the crossovers once constructed. The Municipality is obligated to maintain adequate public access, even if erosion occurs, but not reduce the level of protection afforded by the Project.

(10) All Project costs are estimates subject to adjustment by the Government, increases or decreases in equipment and material costs, and inflation, and are not to be construed as the total financial responsibilities of the Government, the State of New Jersey as the Non-Federal Sponsor and the Municipality. However, such adjustments will not impact the Municipality's financial responsibilities for the initial construction of the Project. The cost of the Project may increase due to additional work or betterments to the Project as requested by the Municipality in the future. Such future additional work or betterments shall be paid 100% by the Municipality for non-shore protection work. The final cost will be based on actual cost as documented by records maintained by the Department and the Corps. The Department will invoice the Municipality for the Municipality's financial obligations regarding any increase in Project cost, prior to bid solicitation for the construction contract for a particular phase of the Project. Payment shall be made by the Municipality within 30 days of its receipt of the invoice, unless a longer time period is agreed to by the Department. Should the Municipality be unable to pay any increased costs due to lack of funds, it must inform the Department prior to the construction of any future betterment. The Department will invoice the Municipality for any future Municipal requested additional work or betterments to the 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 Department 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 Department 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 Department 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 Department to recover that share of the funding that the Municipality has failed to provide. Prior to instituting any action under this provision, the Department 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) Costs associated with the acquisition of the necessary perpetual easements shall be initially borne by the Municipality and submitted to the Department for reimbursement subsequent to execution of this Agreement. Costs not directly related to the Project shall be denied reimbursement. In order to receive reimbursement for all associated costs, the Municipality shall abide by all requirements and procedures set forth in the Grant Agreement attached in Appendix H.

(13) If the Department fails to receive annual appropriations or the federal share provided for under the PPA in amounts sufficient to meet the Department's project costs for the then current upcoming fiscal year, the Department 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 Department 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.

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

For the Division:

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

For the Municipality:

The Honorable George Nebel, Mayor
Borough of Mantoloking
P.O. Box 4391
Brick, New Jersey 08723

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 Division or has entered into a compliance schedule, which is made a part of this Agreement and is attached hereto.

(15) 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 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.

(16) 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.

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

(18) 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.

(19) This Agreement may be executed in counterparts.

(20) 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.

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

(22) Once any portion of 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. The Municipality may assign responsibility for routine beach operation and maintenance, but any such action will not relieve the Municipality of its obligations under the terms of this Agreement for all portions of the Project area once completed. Future non-routine maintenance of the Project shall be addressed in further detail by a future State Aid Agreement signed by the parties.

(23) The Municipality agrees to comply with all CDBG-DR requirements and procedures as set forth in Exhibit H. Failure to comply with said requirements and procedures will impact the Municipality's eligibility for real estate acquisition reimbursement.

(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 Borough of Mantoloking. This Project has been designed by the U.S. Army Corps of Engineers and reviewed and approved by the Department 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 MANTOLOKING

ATTESTED:

This version is not executable. 7 executable copies will be prepared and provided to the Borough.

BY _____
George Nebel
Mayor
Borough of Mantoloking

This version is not executable. 7 executable copies will be prepared and provided to the Borough.

_____
Beverley A. Konopada
Municipal Clerk
Borough of Mantoloking

STATE OF NEW JERSEY

DEPARTMENT OF ENVIRONMENTAL PROTECTION

ENGINEERING & CONSTRUCTION

DIVISION OF COASTAL ENGINEERING

ATTESTED:

BY _____
William T. Dixon
Director
Division 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
Attorney General of New Jersey

BY _____
David C. Apy
Assistant Attorney General

APPENDIX A

THE PPA

PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
FOR
MANASQUAN INLET TO BARNEGAT INLET, NEW JERSEY
HURRICANE AND STORM DAMAGE REDUCTION PROJECT

THIS AGREEMENT is entered into this 18 day of July, 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 Manasquan Inlet to Barnegat Inlet, New Jersey Hurricane and Storm Damage Reduction Project (hereinafter the "Project", as defined in Article I.A.) was authorized by Section 1001(32) of the Water Resources Development Act of 2007, Public Law 110-114;

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, 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 directed to finance the non-Federal cash contribution for certain projects using DRAA 13 funds in accordance with the provisions of Section 103(k) of the Water Resources Development Act of 1986, Public Law 99-662; and the interest rate for such payments shall be determined in accordance with Section 106 of WRDA 1986;

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 Project;

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 hurricane and storm damage reduction project for Manasquan Inlet to Barnegat Inlet, New Jersey which provides for a sand fill dune and berm extending approximately 14 miles from Berkeley Township at the boundary of Island Beach State Park northward to Point Pleasant Beach at the Manasquan Inlet south jetty consisting of the following: a dune with a crest width of 25 feet and a crest elevation of +22.0 feet North American Vertical Datum of 1988 (NAVD88) along the entire reach except at Seaside Heights and northern Point Pleasant Beach where the crest elevation is +18.0 feet NAVD88, approximately 175 acres of planted dune grasses, pedestrian and service vehicle dune crossovers, and approximately 206,000 linear feet of sand fencing; a berm constructed to an elevation of +8.5 feet NAVD88 at all locations except northern Point Pleasant Beach where the berm elevation would be +11.5 feet NAVD88; and monitoring of benthic habitats, surf clam populations, and Federally threatened species including the piping plover and seabeach amaranth to avoid significant impacts, as generally described in the New Jersey Shore Protection Study, Manasquan Inlet to Barnegat Inlet, New Jersey Feasibility Study, dated June, 2002, and approved by the Chief of Engineers on December 30, 2003, and as modified by the New Jersey Shore Protection, Manasquan Inlet to Barnegat Inlet Hurricane Sandy Limited Reevaluation Report (HSLRR), dated June 16, 2014 and approved by the Division Engineer for North Atlantic Division on June 23, 2014 (hereinafter the "Decision Document").

B. The term "periodic renourishment" means the cost shared placement of suitable beach berm and dune material after the construction of the Project at appropriate intervals during the 50 year period of Federal participation that begins on the date of initiation of construction of the Project, as generally described in the Decision Document.

C. The term "construction costs" means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to construction of the Project. The term includes, but is not necessarily limited to: preconstruction engineering and design costs pursuant to the terms of the May 5, 2004 Design Agreement; the Government's engineering and design costs during construction; 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 for providing real property interests and performing relocations; and the Government's costs of audit. The term does not include any costs for periodic renourishment; for operation, maintenance, repair, rehabilitation, or replacement; any costs of dispute resolution; any costs for betterments; any costs for additional work; or the Non-Federal Sponsor's cost of negotiating this Agreement.

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. 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 operation, maintenance, repair, rehabilitation, or replacement; any costs of 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.

I. 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.

J. The term "payment period" means a period of 30 years beginning upon the date specified in the written notice provided by the District Engineer pursuant to Article VII.B.1.

K. The term "principal amount" means that portion of the non-Federal cash contribution of the construction costs for which payment is deferred pursuant to Article VII.B., plus interest during construction determined in accordance with Article VII.B.3.b.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall undertake construction of the Project using DRAA 13 funds. In the event that there are insufficient DRAA 13 funds to complete construction of the Project, such completion shall be subject to receiving Federal funds appropriated by the Congress and funds provided by the Non-Federal Sponsor.

1. The Non-Federal Sponsor shall contribute 35 percent of the construction costs allocated by the Government to hurricane and storm damage reduction and 100 percent of construction costs allocated by the Government to beach improvements with exclusively private benefits. In accordance with the provisions of Article III and IV, the Non-Federal Sponsor shall provide the real property interests, relocations, and investigations for hazardous substances required for construction, operation, and maintenance of the Project. After considering the contributions provided by the Non-Federal Sponsor pursuant to the May 5, 2004 Design Agreement and the estimated amount of credit the Government expects to afford to the Non-Federal Sponsor for such real property interests, relocations, and investigations for hazardous substances, the Government shall determine the estimated cash contribution required for the Non-Federal Sponsor to meet its share of construction costs allocated to hurricane and storm damage reduction. To the extent there are sufficient DRAA 13 funds, the Government, in accordance with the provisions of Article VII.B., shall defer payment of the cash contributions that the Non-Federal Sponsor would have otherwise been required to provide during construction of the Project in order to meet its cost share. In addition, in accordance with Article VII.D., the Non-Federal Sponsor shall provide the full amount of the funds required to cover the construction costs allocated to beach improvements with exclusively private benefits.

2. When the District Engineer determines that the construction of the Project, or a functional portion thereof, is 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 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.

3. Notwithstanding any other provision of this Agreement, the Government shall not solicit bids on any construction contract for the Project 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 Project pursuant to Article

VIII if the National Marine Fisheries Service finds in a Biological Opinion that construction of the Project 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 50 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.C., 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.D., 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 construction and periodic renourishment shall be included in construction costs or periodic renourishment costs, as applicable, 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 a 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 Project. The 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 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.D., 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, maintenance, and 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 for construction, operation, maintenance, and periodic renourishment of the Project, 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 Project. 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.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations necessary for construction, operation, maintenance, and periodic renourishment of the Project, 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 Project or the cycle of periodic renourishment, as applicable.

C. 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 and relocations required for construction, operation, and maintenance 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, or perform the necessary relocations. If the Government agrees to such a request, the Non-Federal Sponsor, in accordance with Article VII.D., must provide funds sufficient to cover the costs of the acquisitions or relocations in advance of the Government performing the work. The Government shall acquire the real property interests and perform the relocations applying Federal laws, policies, and procedures. The Government shall acquire 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 providing real property interests or performing relocations 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.

D. 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, maintenance, and 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 - CREDIT FOR REAL PROPERTY INTERESTS, RELOCATIONS, AND INVESTIGATIONS FOR HAZARDOUS SUBSTANCES

A. The Government shall include in construction costs, and credit towards the Non-Federal Sponsor's share of such costs, costs incurred after January 29, 2013 to acquire real property interests from private owners determined by the Government to be required for construction, operation, and maintenance of the Project; to perform relocations for construction, operation, and maintenance of the Project; and to perform any investigation for hazardous substances for construction, operation, and maintenance of the Project. 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 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, 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 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 credit.

C. The Government and the Non-Federal Sponsor agree that the amount of costs eligible for credit that are allocated by the Government to construction costs or periodic renourishment costs shall be determined and 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 acquired from a private owner after January 29, 2013, 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 purposes.

(2) The Government shall credit 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 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 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 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 purposes shall be the lesser of 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 include in construction costs or periodic renourishment costs, as applicable, 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 after January 29, 2013 in acquiring from private owners any real property interests required pursuant to Article III for construction, operation, maintenance, and periodic renourishment of the Project. 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 construction costs or periodic renourishment costs, as applicable, 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 after January 29, 2013 in the performance of any relocations directly related to construction, operation, maintenance, and periodic renourishment of the Project.

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 construction, operation, maintenance, and periodic renourishment of the Project 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 include in construction costs or periodic renourishment costs, as applicable, 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 after January 29, 2013 in the performance of any investigations for hazardous substances that may exist in, on, or under real property interests directly related to construction, operation, maintenance, and periodic renourishment of the Project.

D. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit for costs incurred by the Non-Federal Sponsor:

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

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

3. 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

4. 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 construction costs are projected to be $167,146,000, with the Government's share of such costs projected to be $108,645,000, the Non-Federal Sponsor's share of such costs projected to be

$58,501,000, and the Non-Federal Sponsor's deferred payment of funds, excluding interest during construction, is projected to be $58,501,000; the periodic renourishment costs are projected to be $337,816,000, with the Government's share of such costs projected to be $168,908,000, and the Non-Federal Sponsor's share of such costs projected to be $168,908,000; the costs for betterments are projected to be $0; and the costs for additional work are projected to be $0. 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. Deferred Payment of Cash Contributions for Construction of the Project.

1. Upon determination by the District Engineer that (1) construction of the Project is complete; or (2) construction of the Project is terminated pursuant to Article VIII, the District Engineer shall immediately issue a written notification to the Non-Federal Sponsor specifying which of the above events occurred and the day, month, and year of such occurrence.

2. Immediately after the date of the District Engineer's written notice pursuant to paragraph B.1. of this Article, the Government shall conduct a final accounting of the construction costs. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting of the construction costs from being conducted in a timely manner, the Government shall conduct an interim accounting and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall complete the final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. The interim or final accounting, as applicable, shall determine the construction costs. In addition, for each set of costs, the interim or final accounting, as applicable, shall determine each party's required share thereof, and each party's total contributions thereto as of the date of such accounting.

3. The Government shall maintain records of Federal obligations each month during construction of the Project, and shall determine for each month a monthly amount equal to the non-Federal share of Federal obligations. Each monthly amount shall be assumed to have taken place at the mid-point of that month. Any additional non-Federal cash contributions required for preconstruction engineering and design conducted pursuant to the May 5, 2004 Design Agreement to meet the non-Federal cost share of construction costs shall be included in the first monthly amount.

a. In the event the Non-Federal Sponsor elects to make a payment during construction of the Project or the Government determines at any time that it does not have sufficient funds to allow the Non-Federal Sponsor to defer its cash contributions pursuant to the provisions of paragraph B. of this Article, the Non-Federal Sponsor shall provide such cash payment during construction of the Project, as determined by 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 required cash

contributions in accordance with procedures established by the Government. Interest shall be charged on the amount of each Federal obligation made in lieu of the non-Federal cash contribution for the period between the month of the applicable Federal obligation and the month of the payment by the Non-Federal Sponsor. In computing the interest charges applied to the amount of each Federal obligation, the Government shall use an interest rate determined by the Secretary of the Treasury, taking into consideration the average market yields on outstanding marketable obligations of the United States with remaining periods of maturity equal to the length of time in months between the month of that Federal obligation and the month of that payment by the Non-Federal Sponsor, plus a premium of one-eighth of one percentage point for transaction costs.

b. During the construction of the Project, the Government shall charge interest on each monthly amount that is not paid in accordance with paragraph B.3.a. of this Article. The interest rate shall be determined in accordance with paragraph B.5. of this Article. Interest shall be compounded annually on each anniversary of that monthly amount until the date of the District Engineer's written notice pursuant to paragraph B.1. of this Article. In the event that such notice is less than twelve months after the month of that monthly amount, or the month of the last such anniversary, if any, additional interest shall be charged for that number of months, and the additional interest shall be equal to the sum of the monthly amount plus compound interest as of any such previous anniversary, multiplied by the interest rate, multiplied by that number of months, divided by twelve.

c. During construction of the Project, the Government shall provide in writing to the Non-Federal Sponsor on a quarterly basis an accounting of all such monthly amounts incurred to date and the estimated interest applied to each monthly amount through that quarter.

4. Not later than 30 calendar days after the date of the District Engineer's written notice pursuant to paragraph B.1. of this Article, the Government shall: (1) complete the final or interim accounting, as applicable, in accordance with paragraph B.2. of this Article; (2) calculate all monthly amounts, the compound interest applied during construction of the Project to all monthly amounts, the principal amount, and the annual installments for payment of the principal amount, which shall be substantially equal; and (3) provide the Non-Federal Sponsor with written notification of the results of such accounting and such calculations. To calculate the annual installments, the Government shall amortize the principal amount over the payment period, beginning on the date of date of the District Engineer's written notice pursuant to paragraph B.1. of this Article using the interest rate determined in accordance with paragraph B.5. of this Article. If the determination of the principal amount and annual installments was based on an interim accounting, not later than 30 calendar days after completion of the final accounting, the Government shall: (1) recalculate all monthly amounts, the compound interest applied during construction of the Project to all monthly amounts, the principal amount, and the annual installments for payment of the principal amount, which shall be substantially equal; and (2) provide the Non-Federal Sponsor with written notification of the results of such final accounting and such recalculations. Any difference between the principal

amount and the recalculated principal amount shall be amortized over the remaining portion of the payment period as of the date of such notification, using the interest rate determined in accordance with paragraph B.5. of this Article.

5. In accordance with Section 106 of WRDA 1986, the interest rate to be used in computing the interest during construction of the Project under paragraph B.3.b. of this Article and in calculating or recalculating the annual installments in accordance with paragraph B.4. of this Article shall be determined by the Secretary of the Treasury, taking into consideration the average market yields on outstanding marketable obligations of the United States with remaining periods of maturity comparable to the payment period during the month preceding the Government fiscal year in which the first Federal construction contract for the Project is awarded, plus a premium of one-eighth of one percentage point for transaction costs.

6. Until the end of the payment period, the Government, not later than 30 calendar days prior to each five year anniversary of the date of the District Engineer's written notice pursuant to paragraph B.1. of this Article, shall complete a recalculation of the annual installments by amortizing the remaining balance of the principal amount over the remaining portion of the payment period and shall provide the Non-Federal Sponsor with such recalculated annual installments. The interest rate to be used in such recalculations shall be determined by the Secretary of the Treasury, taking into consideration the average market yields on outstanding marketable obligations of the United States with remaining periods of maturity comparable to the payment period during the month that represents each five year anniversary of the month preceding the Government fiscal year in which the first Federal construction contract is awarded, plus a premium of one-eighth of one percentage point for transaction costs.

7. The Non-Federal Sponsor shall pay the first annual installment, as determined in accordance with paragraph B.4. of this Article, within 30 calendar days after the date the Government provides written notification to the Non-Federal Sponsor in accordance with paragraph B.4. of this Article, by delivering a check payable to "FAO, USAED, Philadelphia (E5)" to the District Engineer or providing an Electronic Funds-Transfer in accordance with procedures established by the Government. Thereafter, until the end of the payment period, the Non-Federal Sponsor shall pay an annual installment, as determined in accordance with paragraph B.4. or paragraph B.6. of this Article, as applicable, on each anniversary of the date of date of the District Engineer's written notice pursuant to paragraph B.1. of this Article, by delivering a check payable to "FAO, USAED, Philadelphia (E5)" to the District Engineer or providing an Electronic Funds Transfer in accordance with procedures established by the Government.

8. Notwithstanding paragraph B.7. of this Article, the Non-Federal Sponsor, in its sole discretion, may prepay the principal amount, in whole or in part, at any time without penalty. In addition, there shall be no additional interest charges on any portion of the principal amount that is prepaid within 30 calendar days after the Government provides written notification to the Non-Federal Sponsor in accordance with paragraph B.4. of this Article. In the event of such prepayment, the Government, not

later than 30 calendar days after receipt of the prepayment, shall recalculate the annual installments by amortizing the outstanding portion of the principal amount over the remaining portion of the payment period as of the date of such recalculation, using the interest rate used most recently under paragraph B.4. or paragraph B.6. of this Article, and shall provide written notification to the Non-Federal Sponsor of the recalculated annual installments. The Non-Federal Sponsor shall pay the recalculated annual installments, if any, in accordance with paragraph B.7. of this Article.

9. Not later than 30 calendar days after the payment period has elapsed, the Government shall: (1) conduct an accounting and determine the total payments that the Non-Federal Sponsor has made in accordance with this Agreement; and (2) provide the Non-Federal Sponsor with written notification of the results of such accounting. In the event the non-interest component of total payments is less than the principal amount, the Non-Federal Sponsor, not later than 30 calendar days after receipt of the written notification from the Government, shall provide to the Government the amount of the shortage, by delivering a check payable to "FAO, USAED, Philadelphia (E5)" to the District Engineer or providing an Electronic Funds Transfer in accordance with procedures established by the Government. In the event the non-interest component of the total payments exceeds the principal amount, the Government shall seek such appropriations as are necessary to refund the amount of the excess to the Non-Federal Sponsor.

10. Any delinquent payment owed by the Non-Federal Sponsor 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.

11. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by the Congress. Further, nothing in this Agreement shall commit the Government to obligate funds beyond the amount of available appropriations.

C. Payment of Funds for Periodic Renourishment.

1. For each cycle of periodic renourishment, 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 costs of periodic renourishment, 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 (E5)" 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 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 C.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.

D. Payment of Costs for Beach Improvements with Exclusively Private Benefits, Real Property Interests, Relocations, 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 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 there are sufficient Federal funds appropriated by the Congress and cash contributions provided by the Non-Federal Sponsor to allow construction to resume.

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.3., 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. 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 construction of the Project and any cycle of periodic renourishment shall be included in construction costs or periodic renourishment costs, as applicable.

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.
7th 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: _____
MICHAEL A. BLISS
Lieutenant Colonel, U.S. Army
District Engineer

DATE: 18 JUL 14

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: _____
BOB MARTIN
Commissioner

DATE: 7/16/2014

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 Manasquan Inlet to Barnegat Inlet, 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 16TH day of July 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: 7/16/2014

APPENDIX B

PROJECT 6075-M-I

MANASQUAN INLET TO BARNEGAT INLET, NEW JERSEY

HURRICANE AND STORM REDUCTION PROJECT

MANTOLOKING COST SHARING ANALYSIS[1]

Manasquan Inlet to Barnegat Inlet
Borough of Mantoloking
Beachfill Cost Estimate
Cost Estimate based upon executed PPA

ESTIMATED TOTAL INITIAL CONSTRUCTION COST	**$ 167,146,000.00**
Cost Shared: 65% Federal, 35% Non-Federal Sponsor	
Beach/Dune Replenishment	$ 167,146,000.00
Total	$ 167,146,000.00

Federal and Non-Federal Estimated Cost Share

65% Federal Share	$ 108,645,000.00
35% Non-Federal Share	$ 58,501,000.00
Total	$ 167,146,000.00

Non-Federal Estimated Cost Share

100% State of New Jersey	$ 58,501,000.00
0% Township of Mantoloking	$ 0.00
Total	$ 58,501,000.00

APPENDIX C

BEACHFILL PERPETUAL EASEMENTS WILL BE ACQUIRED FOR:

BLOCK	LOT	DESCRIPTIONS/REMARKS
1	1	OBTAINED
1	1.01	OBTAINED
1	2	OBTAINED
1	2.01	OBTAINED
1	3	OBTAINED
1	3.01	OBTAINED
1	4	OBTAINED
1	4.01	OBTAINED
2	1	OBTAINED
2	1.01	OBTAINED
2	2	OBTAINED
2	2.01	OBTAINED
2	3	OBTAINED
2	3.01	OBTAINED
2	4	OBTAINED
2	4.01	OBTAINED
2	5	OBTAINED
2	5.01	OBTAINED
2	6	OBTAINED
2	6.01	OBTAINED
2	7	OBTAINED
2	7.01	OBTAINED
3	1	OBTAINED
3	1.01	OBTAINED
3	2	OBTAINED
3	2.01	OBTAINED
3	3	OBTAINED
3	3.01	OBTAINED
3	4	OBTAINED
3	4.01	OBTAINED
3	5	OBTAINED
3	5.01	OBTAINED
3	6	OBTAINED
3	6.01	OBTAINED
3	7	OBTAINED
3	7.01	OBTAINED
3	8	OBTAINED
3	8.01	OBTAINED
4	1	NOT OBTAINED
4	1.01	NOT OBTAINED
4	3	OBTAINED
4	3.01	OBTAINED
4	5	OBTAINED
4	5.01	OBTAINED
4	6	OBTAINED
4	6.01	OBTAINED
4	7	OBTAINED
4	7.01	OBTAINED
4	8	NOT OBTAINED
4	8.01	NOT OBTAINED
5	1	OBTAINED
5	1.01	OBTAINED
5	2	OBTAINED
5	2.01	OBTAINED
5	3	OBTAINED
5	3.01	OBTAINED

BLOCK	LOT	DESCRIPTIONS/REMARKS
5	4	OBTAINED
5	4.01	OBTAINED
5	5	OBTAINED
5	5.01	OBTAINED
5	6	OBTAINED
5	6.01	OBTAINED
5	7	OBTAINED
5	7.01	OBTAINED
5	8	OBTAINED
5	8.01	OBTAINED
5	9	OBTAINED
5	9.01	OBTAINED
23	1	OBTAINED
23	1.01	OBTAINED
23	2	OBTAINED
23	2.01	OBTAINED
23	3	OBTAINED
23	3.01	OBTAINED
23	4	OBTAINED
23	4.01	OBTAINED
23	5	OBTAINED
23	5.01	OBTAINED
23	6	OBTAINED
23	6.01	OBTAINED
23	7	OBTAINED
23	7.01	OBTAINED
23	8	OBTAINED
23	8.01	OBTAINED
23	9	OBTAINED
23	9.01	OBTAINED
23	10	OBTAINED
23	10.01	OBTAINED
23	11	OBTAINED
23	11.01	OBTAINED
23	12	OBTAINED
23	12.01	OBTAINED
23	13	OBTAINED
23	13.01	OBTAINED
23	14	OBTAINED
23	14.01	OBTAINED
23	15.01	OBTAINED
23	15.02	OBTAINED
23	16	OBTAINED
23	16.01	OBTAINED
23	17	OBTAINED
23	17.01	OBTAINED
23	18	OBTAINED
23	18.01	OBTAINED
23	19	OBTAINED
23	19.01	OBTAINED
23	20	OBTAINED
23	20.01	OBTAINED
23	22	NOT OBTAINED
23	22.01	NOT OBTAINED
23	26	NOT OBTAINED
23	26.01	NOT OBTAINED
23	27	OBTAINED
23	27.01	OBTAINED
23	28	OBTAINED
23	28.01	OBTAINED
23	30	OBTAINED

BLOCK	LOT	DESCRIPTIONS/REMARKS
23	30.01	OBTAINED
23	31	OBTAINED
23	31.01	OBTAINED
23	32	OBTAINED
23	32.01	OBTAINED
23	33	OBTAINED
23	33.01	OBTAINED
23	34	OBTAINED
23	34.01	OBTAINED
23	35	OBTAINED
23	35.01	OBTAINED
23	36	OBTAINED
23	36.01	OBTAINED
23	37	OBTAINED
23	37.01	OBTAINED
23	38	OBTAINED
23	38.01	OBTAINED
23	39	OBTAINED
23	39.01	OBTAINED
23	40	OBTAINED
23	40.01	OBTAINED
23	41	OBTAINED
23	41.01	OBTAINED
23	42	OBTAINED
23	42.01	OBTAINED
23	43	OBTAINED
23	43.01	OBTAINED
23	44	OBTAINED
23	44.01	OBTAINED
23	45	OBTAINED
23	45.01	OBTAINED
23	46	OBTAINED
23	46.01	OBTAINED
23	47	OBTAINED
23	47.01	OBTAINED
23	48	OBTAINED
23	48.01	OBTAINED
23	49	OBTAINED
23	49.01	OBTAINED
23	50	OBTAINED
23	50.01	OBTAINED
23	51	OBTAINED
23	51.01	OBTAINED
23	52	OBTAINED
23	52.01	OBTAINED
23	53	OBTAINED
23	53.01	OBTAINED
23	54	OBTAINED
23	54.01	OBTAINED
23	55	OBTAINED
23	55.01	OBTAINED
23	56	OBTAINED
23	56.01	OBTAINED
23	57.01	OBTAINED
26	1	OBTAINED
26	1.01	OBTAINED
26	2	OBTAINED
26	2.01	OBTAINED
26	3	OBTAINED
26	3.01	OBTAINED
26	4	OBTAINED

BLOCK	LOT	DESCRIPTIONS/REMARKS
26	4.01	OBTAINED
26	5	OBTAINED
26	5.01	OBTAINED
26	6	OBTAINED
26	6.01	OBTAINED
26	7	OBTAINED
26	7.01	OBTAINED
26	8	OBTAINED
26	8.01	OBTAINED
26	9	OBTAINED
26	9.01	OBTAINED
26	10	OBTAINED
26	10.01	OBTAINED
26	11.01	OBTAINED
35	1	OBTAINED
35	1.01	OBTAINED
35	2	OBTAINED
35	2.01	OBTAINED
35	3	OBTAINED
35	3.01	OBTAINED
35	4	OBTAINED
35	4.01	OBTAINED
35	5	OBTAINED
35	5.01	OBTAINED
35	6	OBTAINED
35	6.01	OBTAINED
35	7	OBTAINED
35	7.01	OBTAINED
35	8	OBTAINED
35	8.01	OBTAINED
35	9	OBTAINED
35	9.01	OBTAINED
35	10	OBTAINED
35	10.01	OBTAINED
35	11.01	OBTAINED
36	1	OBTAINED
36	1.01	OBTAINED
36	2	OBTAINED
36	2.01	OBTAINED
36	3	OBTAINED
36	3.01	OBTAINED
36	4	OBTAINED
36	4.01	OBTAINED
36	5	OBTAINED
36	5.01	OBTAINED
36	6	OBTAINED
36	6.01	OBTAINED
36	7	OBTAINED
36	7.01	OBTAINED
36	8	OBTAINED
36	8.01	OBTAINED
36	9	OBTAINED
36	9.01	OBTAINED
36	10	OBTAINED
36	10.01	OBTAINED
36	11.01	OBTAINED
41	1	OBTAINED
41	1.01	OBTAINED
41	2	OBTAINED
41	2.01	OBTAINED
41	3	OBTAINED

BLOCK	LOT	DESCRIPTIONS/REMARKS
41	3.01	OBTAINED
41	4	OBTAINED
41	4.01	OBTAINED
41	5	OBTAINED
41	5.01	OBTAINED
41	6	OBTAINED
41	6.01	OBTAINED
41	7	OBTAINED
41	7.01	OBTAINED
41	8	OBTAINED
41	8.01	OBTAINED
41	9	OBTAINED
41	9.01	OBTAINED
41	10	OBTAINED
41	10.01	OBTAINED
41	11	OBTAINED
41	11.01	OBTAINED
41	12	OBTAINED
41	12.01	OBTAINED
41	13	OBTAINED
41	13.01	OBTAINED
41	14	OBTAINED
41	14.01	OBTAINED
41	15	OBTAINED
41	15.01	OBTAINED
41	15.01	OBTAINED
41	16	OBTAINED
41	16.01	OBTAINED
41	17	OBTAINED
41	17.01	OBTAINED

STREET ROWS	DESCRIPTIONS/REMARKS
Public walkway from East Ave between Blocks 1 & 2	PUBLIC –OBTAINED
Public walkway from East Ave between Blocks 2 & 3	PUBLIC – OBTAINED
Public walkway from East Ave between Blocks 3 & 4	PUBLIC –OBTAINED
Public walkway from East Ave between Blocks 4 & 5	PUBLIC –OBTAINED
Lyman Street	PUBLIC –OBTAINED
Public walkway from Ocean Ave between Block 23 Lot 10 & 11	PUBLIC –OBTAINED
Public walkway from Ocean Ave between Block 23 Lot 11 & 12	PUBLIC –OBTAINED
Public walkway from Ocean Ave between Block 23 Lot 26 & 27	PUBLIC –OBTAINED
Public walkway from Ocean Ave between Block 23 Lot 33 & 34	PUBLIC –OBTAINED
Public walkway from Ocean Ave between Block 23 Lot 43 & 44	PUBLIC –OBTAINED
Public walkway easement across Block 26 Lot 1 from Ocean Ave	PUBLIC – OBTAINED
Downer Avenue	PUBLIC –OBTAINED
Princeton Avenue	PUBLIC –OBTAINED
Albertson Avenue	PUBLIC –OBTAINED

APPENDIX D

PERPETUAL EASEMENT

Prepared by:

_____

DEED OF DEDICATION AND PERPETUAL STORM

DAMAGE REDUCTION EASEMENT

THIS DEED OF DEDICATION AND PERPETUAL STORM DAMAGE REDUCTION EASEMENT is made this _____ day of _____ 2013 BY AND

BETWEEN

whose address is

referred to herein as Grantor,

AND

THE BOROUGH OF MANTOLOKING, a Municipal Corporation of the State of New Jersey whose post office address is Municipal Clerk, PO Box 247, Mantoloking, New Jersey 08738-0247, **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 Mantoloking, County of Ocean, State of New Jersey, and identified as **Block _____, Lot _____**, on the official tax map of the Borough of Mantoloking, hereinafter the "Property," and Grantor holds the requisite interest to grant this Deed of Easement; and

WHEREAS, the Grantees recognize that the beach at Mantoloking, 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 Grantees desire to participate with each other and the United States Army Corps of Engineers to construct the **Manasquan Inlet to Barnegat Inlet Storm Damage Reduction Project**, as defined in the December 30, 2003 Chief's Report issued by the Department of the Army, hereinafter "Project"; and,

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

WHEREAS, in order to accomplish part of the Project, Grantees need 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 Grantees acquire the real property interest herein described in all real property needed for the Project; and,

WHEREAS, the Borough of Mantoloking shall consider this Deed of Easement in establishing the full assessed value of any lands subject to such restrictions; 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 Grantees an irrevocable, assignable, perpetual and permanent easement as set forth herein:

GRANT OF EASEMENT: A perpetual and assignable easement and right-of-way for the Manasquan Inlet to Barnegat Inlet Storm Damage Reduction Project in, on, over and across that land of the Property described as **Block** ___ **Lot** ___ as shown on the Borough of Mantoloking official tax maps for the Blocks and Lots listed above for use by the State of New Jersey and the Borough of Mantoloking, their representatives, agents, contractors and assigns to:

a. Construct, preserve, patrol, operate, maintain, repair, rehabilitate, and replace a public beach, dune system, and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand, to accomplish any alterations of the contours on said land, to construct berms and dunes, and to nourish and re-nourish 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 renourishment, and maintenance of the Manasquan Inlet to Barnegat Inlet Storm Damage Reduction 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 silt 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, debris, 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 Mantoloking and the State of New Jersey. Such structures are to be considered 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. Grantor 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 Mantoloking, 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 Mantoloking 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; nothing herein is intended or shall be deemed to alter the boundary lines or setback lines of the Property.

By the acceptance of this Deed of Easement, the Municipality agrees, to the extent allowed by applicable law, that the Lands burdened by the easement herein described shall not be excluded from the calculation of minimum square footage requirements when construing applications under the Zoning Ordinance 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 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 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 requisite ownership interest and authority to execute this Deed of Easement; and has made 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 understanding and agreeing to the above, they do hereby place their signatures on the date at the top of the first page.

Accepted by the
PROPERTY OWNER, GRANTOR

Witnessed by:

_____
GRANTOR

Date _____

_____
NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

STATE OF NEW JERSEY
COUNTY OF _____ SS.:

I CERTIFY that on _____ 2013,

[INSERT GRANTOR(S) NAME(S)]

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; 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 Mantoloking, GRANTEE

Witnessed by:

BY: _____
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

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 F

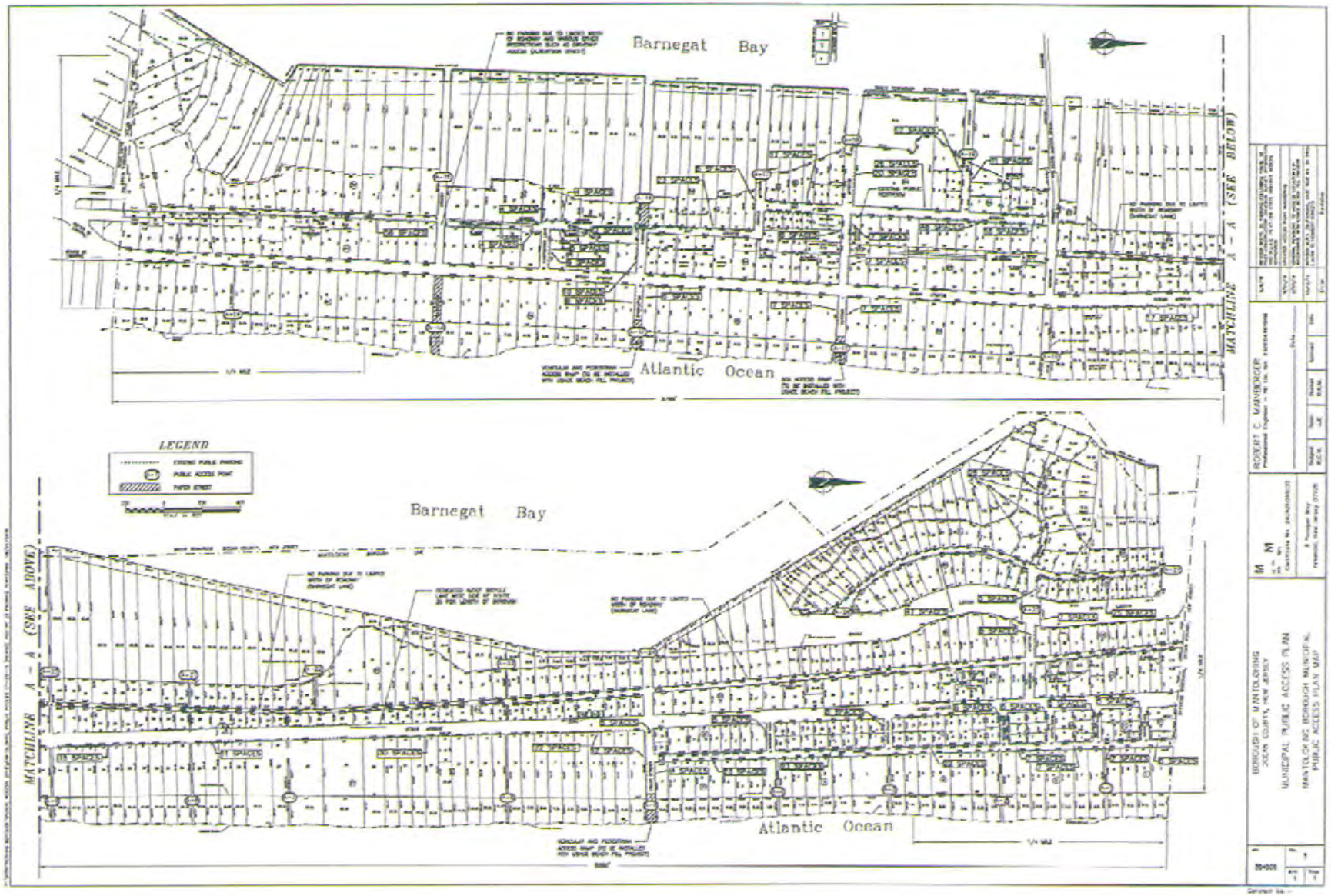
GUIDELINES FOR MANAGING RECREATION ACTIVITIES IN PIPING PLOVER BREEDING HABITAT ON THE U.S. ATLANTIC COAST TO AVOID TAKE UNDER SECTION 9 OF THE ENDANGERED SPECIES ACT

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

http://www.fws.gov/northeast/pipingplover/reeguide.html

APPENDIX G

"MUNICIPAL PUBLIC ACCESS PLAN WITH PROPOSED ROUTE 35 PARK - PUBLIC PARKING AND ACCESS PLAN"


Barnegat Bay
Atlantic Ocean
MATCHLINE A - A (SEE BELOW)
LEGEND
Barnegat Bay
Atlantic Ocean
MATCHLINE A - A (SEE ABOVE)
ROBERT C. MANBERGER
BOROUGH OF MANTOLOKING
OCEAN COUNTY, NEW JERSEY
MUNICIPAL PUBLIC ACCESS PLAN
MANTOLOKING BOROUGH MUNICIPAL
PUBLIC ACCESS PLAN MAP

APPENDIX H

ADDITIONAL FEDERAL FUNDED AGREEMENT PROVISIONS
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDED PROJECTS

GRANT AGREEMENT
BETWEEN

BOROUGH OF MANTOLOKING
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

ADDITIONAL FEDERAL FUNDED AGREEMENT PROVISIONS
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDED PROJECTS

I. BACKGROUND

In the aftermath of Superstorm Sandy, the United States Congress, through the Disaster Relief Appropriations Act of 2013, Public Law 113-2, appropriated approximately sixteen billion dollars ($16,000,000,000) to HUD to be allocated as disaster recovery community development block grants among states, including the State of New Jersey ("State"), to provide crucial funding for recovery efforts ("Program" or "Activity") involving housing, economic development, infrastructure and the prevention of further damage to affected areas. Through the State's approved "Community Development Block Grant Disaster Recovery Action Plan" ("Action Plan") and Action Plan Amendments, it has received a U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG" or "CDBG-DR") for funding Superstorm Sandy ("Sandy") disaster recovery and other eligible events in calendar years 2011, 2012, and 2013.

The purpose of this Addendum is to set forth requirements and procedures in addition to those stated in the State Aid Agreement between the Borough of Mantoloking ("Subrecipient") and the New Jersey Department of Environmental Protection ("Department") for the Manasquan Inlet to Barnegat Inlet New Jersey Hurricane and Storm Reduction Project, hereinafter referred to as the "Project", supported in part by CDBG-DR funds.

II. ASSURANCES

Subrecipient and any agents, employees, assigns, contractors, subcontractors or other third parties receiving funds for CDBG-DR Programs under this agreement shall be responsible for complying with all applicable CDBG-DR Program and CDBG regulations, guidelines and standards, including all administration and compliance requirements set forth by this addendum.

Subrecipients shall be responsible for requiring that all of its contractors and subcontractors adhere to all applicable State and Federal laws and regulations, and to conduct all necessary monitoring for such compliance.

Subrecipient agrees to comply with all applicable Federal CDBG-DR, and cross-cutting statutes and regulations, subject to waivers cited in the Federal Register / Vol. 78, No. 43 / Tuesday, March 5, 2013, Department of Housing and Urban Development, [Docket No. FR–5696–N–01] Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving Community Development Block Grant Disaster Recovery Funds in Response to Hurricane Sandy.

In the occasion that two or more applicable rules, regulations, or procedures related to this agreement, incorporated into or otherwise referenced herein are in conflict with one another, the most proscriptive rule, regulation, or procedure shall apply.

THE SUBRECIPIENT HEREBY AGREES TO THE FOLLOWING PROVISIONS (AS APPLICABLE):

III. GENERAL PROVISIONS

A. It shall implement the CDBG-DR Program using the CDBG-DR funds so as to give maximum feasible priority to activities to benefit low and moderate income families in accordance with the HUD-approved Action Plan Action Plan Amendments.

B. It shall adhere to Section 312 of the Stafford Act and 76 FR 71060 (published November 16, 2011), regarding duplication of benefit requirements applicable to the CDBG-DR Program. Subrecipient shall ensure that no Program component supported by CDBG funds are also receiving financial assistance from any other program or from insurance or any other source for the same purpose. Subrecipient agrees as a condition for funding to repay the funding if it later receives other disaster assistance funding for the same purposes herein.

C. It shall enforce safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties, in accordance with CDBG regulations.

D. It shall abide by and enforce the conflict of interest requirement set forth in 24 CFR 570.611, 24 CFR 85.36 and 24 CFR 84.42 and 24 CFR 570.489. Except for approved eligible administrative and personnel costs, none of Subrecipient's designees, agents, subcontractors, members, officers, employees, consultants, and no other public official who exercises or who has exercised any functions or responsibilities with respect to the CDBG-funded Program during his or her tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Program, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work performed in connection with the Program or in any Activity, or benefit there from, which is part of this Agreement at any time during or after such person's tenure unless all procedures for an exception have been documented and submitted in writing to the DCA and DCA has approved such exception.

E. It shall comply with the provisions of the Hatch Act that limit the political activity of employees and HUD regulations governing political activity at 24 CFR 570.207. CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

F. It shall comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR 570.200(j), except for circumstances specified in the Department of Housing and Urban Development Allocations, Common Application, Waivers, and Alternative Requirements for Subrecipients Receiving CDBG Disaster Recovery Funds in Response (March 5, 2013). Subrecipient shall provide the State and HUD, and any of their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the Grant funds.

G. It shall comply with the provisions in 24 CFR 570.200(c) regarding special assessments to recover capital costs if imposed.

H. In addition to the lobbying restrictions set forth in the Agreement, Subrecipient certifies that no federally appointed funds shall be used for lobbying purposes regardless of level of government.

I. It certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended and with 2 CFR Part 182 and Part 2429. Further, it will endeavor to ensure that contractors, subcontractors, and any third parties providing CDBG-funded services are in compliance with the Drug-Free Workplace Act of 1988, as amended, and with 4 CFR Part 182 and Part 2429.

J. It shall comply with the following requirements, subject to waivers cited in the Federal Register/Vol. 78, No. 43/Tuesday, March 5, 2013, Department of Housing and Urban Development, [Docket No. FR–5696–N–01] Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving CDBG Disaster Recovery Funds in Response to Hurricane Sandy. It shall comply with the requirements of Title 24 of the CFR, 570 (the U.S Housing and Urban Development regulations concerning CDBG).

K. It shall establish procedures for responding to citizens' complaints regarding activities carried out utilizing these CDBG-DR funds. Citizens will be provided with an appropriate address, phone number, and times during which they may submit such complaints. The State or the Subrecipient, as the case may be, will provide a written response to every citizen complaint within fifteen (15) working days of the complaint.

SUBRECIPIENT FURTHER CERTIFIES THAT IT WILL COMPLY WITH THE FOLLOWING MANDATORY CONTRACT PROVISIONS:

IV. PERSONAL IDENTIFIABLE INFORMATION

A. Subrecipient agrees to comply with the Privacy Act of 1974 and HUD rules and regulations related to the protection of personal identifiable information. The Department shall provide and require Subrecipient and all staff, consultants, contractors, and sub-contractors to sign a Non-Disclosure Agreement to protect any personal identifiable information necessary to complete its scope of work. If Subrecipient is procured for the design, development, or operation of a system of records on individuals, it shall do so in compliance with 48 CFR 24.102, et seq.

V. ENVIRONMENTAL REGULATORY COMPLIANCE

A. Subrecipient must comply with the following HUD CDBG-DR environmental regulations at 24 CFR 58, and other federal environmental requirements, included but not limited to:

1. Executive Order 11990, Protection of Wetlands;
2. The Coastal Zone Management Act Sections 307(c)(d);
3. In relation to water quality:
   a. Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution;
   b. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental Protection Agency ("EPA") determines may contaminate an aquifer which is the sole or principal drinking water source for an area (40 CFR 149), and
   c. It shall comply with Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution; The Federal Water Pollution Control Act of 1972, as amended, including the Clean Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation's water.
4. Endangered Species Act of 1973 (50 CFR 402), as amended;
5. The Fish and Wildlife Coordination Act of 1958, as amended;
6. Wild and Scenic Rivers Act of 1968 (Sections 7(b) and (c)), as amended;
7. Executive Order 11738, providing for administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans, and EPA regulations (40 CFR 15);
8. The Clean Air Act of 1970 (42 U.S.C. 7401 et seq. as amended, particularly sections 176(c) and (d), and 40 CFR 6, 51, 93), which prohibits engaging in, supporting in any way, or providing financial assistance for, licensing or permitting, or approving any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards.
9. The Farmland Protection Policy Act, 7 U.S.C.A. §4201 et seq., which requires recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses;
10. Noise abatement and control requirements at 24 CFR 51B;
11. Explosive and flammable operations requirements at 24 CFR 51C, explosive and flammable operations;
12. Requirements at 24 CFR 58.5(i) relating to toxic chemicals and radioactive materials;
13. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.), and
14. Environmental Justice, Executive Order 12898—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994 (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

VI. FINANCIAL MANAGEMENT AND PROCUREMENT

A. It shall adhere to the principles and standards governing federal grant distribution set forth in OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments) as amended; A-102 (Grants and Cooperative Agreements with State and Local Governments) as amended and made part of State regulations; OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) revised; OMB Circular A-21 (Cost Principals for Educational Institutions); and OMB Circular A-122 (Costs Principles for Non-Profit Organizations).

B. It shall comply with the uniform administrative procedures set forth in 24 CFR 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments). Where the New Jersey Local Public Contract Law is more stringent, it shall comply with N.J.S.A. 40A:11 et seq.

C. It shall comply with the administrative requirements at 24 CFR 85.35 prohibiting the making of any award or permitting any award (sub grant or contract) at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 CFR Part 2424. Additional policies concerning debarment and suspension are contained at 2 CFR Part 180 and 2 CFR Part 2424. It shall certify that it, and all contractors

and subcontractors are not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR 24 (CDBG funds may not be provided to excluded or disqualified persons) https://www.sam.gov/portal/public/SAM/;

D. It shall comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administrative requirements; and

E. It shall comply with 24 CFR Part 570, Part 84 and Part 85 regarding the management and disposition of cash, real and personal property acquired with CDBG-DR funds.

F. It shall comply with 24 CFR 570.489(j) regarding change of use of real property. These standards apply to real property within its control (including activities undertaken by contactors, subcontractors and third parties). These standards apply from the date CDBG-DR funds are first spent until five years after the closeout of the Program.

1. It cannot change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made, without first providing citizen review and comment and either:

   a. The new use meets one of the national objectives (see 24 CFR 570.482) and is not a building for the general conduct of government;

   b. The requirements of 24 CFR 570.489(j) are met.

2. If the change of use does not qualify, Subrecipient may retain or dispose of the property if the CDBG-DR Program is reimbursed for the fair market value of the property, less any portion of the value that is attributable to non-CDBG-DR funds.

3. Following the reimbursement the property shall no longer be subject to any CDBG-DR requirements.

VII. RECORDS AND RECORDS RETENTION

A. The [State Agency] shall maintain, and require each Subrecipient maintain, all Program records required by 24 CFR 570.506 for five years following termination or expiration of the Agreement. These records shall include the following as applicable:

- The executed Agreement;
- Description, geographic location and budget of each funded Activity;
- Eligibility and national objective determinations for each Activity;
- Personnel files;
- Property management files;
- HUD monitoring correspondence;
- Citizen participation compliance documentation;
- Fair Housing and Equal Opportunity records;
- Environmental review and regulatory compliance documents;
- Documentation of compliance with other federal requirements (e.g., Davis-Bacon, Uniform Relocation Act, and Lead-Based Paint); and
- Documentation with other State requirements (e.g. the provisions at N.J.S.A. 52:14-34.4 et seq., notice of availability of grant funds).

B. **FINANCIAL RECORDS** to be maintained include:

- Chart of accounts;
- Manual on accounting procedures;
- Accounting journals and ledgers;
- Source documentation (such as purchase orders, invoices, canceled checks);
- Procurement files (such as bids, contracts);
- Status of Subrecipient reimbursements;
- Real property inventory, if applicable;
- Bank account records (including revolving loan fund records, if applicable);

- Draw down requests;
- Payroll records and reports including timesheets or timecards as applicable;
- Financial reports;
- Audit files; and
- Relevant financial correspondence.

C. **ACTIVITY** records should include the following documentation

- Eligibility of the Activity for Grant Funding;
- Evidence of having met a national objective (See 24 CFR 570.482);
- Grant Funding Agreement entered into between the [State Agency] and the Subrecipient;
- Any bids or contracts;
- Characteristics and locations of the Programs and each Program Activity;
- Compliance with special program requirements, such as coordination and cooperation with the N.J. Department of Health;
- Budget and expenditure information (including draw requests); and
- The status of the Program and each Activity thereunder.

D. LITIGATION/CLAIMS: If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required five year record retention period, required by 24 CFR 570.506 records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

VIII. FEDERAL LABOR STANDARDS

A. It shall administer and enforce the labor standards requirement set forth in 24 CFR 570.603 and any other regulations issued to implement such requirements;

B. It shall comply with Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR 570.603 to ensure that all laborers and mechanics employed by c contractors and subcontractors for CDBG-related services are paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Davis-Bacon Act, as amended.;

C. It shall comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141 et seq.), and described in the Agreement above. The Act does not apply to construction contracts at or below $2,000 (arbitrarily separating a project into contracts below $2,000 is not permitted), and it does not apply to rehabilitation of residential structures containing less than eight units;

D. It shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week;

E. It shall comply with the Federal Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;

F. It shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR 3);

G. It shall comply with the following HUD regulations and/or guidance:

1. 24 CFR 570.489(l): Debarment and suspension
2. 24 CFR 570.603: Labor standards
3. 24 CFR 570.609: Use of debarred, suspended, or ineligible contractors or counties
4. HUD Handbook 1344.1 Federal Labor Standards Compliance in Housing and Community Development Programs,

H. It shall comply with the following Department of Labor regulations in parallel with HUD requirements above:

1. 29 CFR 1: Procedures for Predetermination of Wage Rates
2. 29 CFR 5: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also, Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)

3. 29 CFR 5: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also, Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)

4. 29 CFR 6: Rules of Practice for Administrative Proceedings Enforcing Labor Standards In Federal and Federally Assisted Construction Contracts and Federal Service Contracts

5. 29 CFR 7: Practice Before the Administrative Review Board With Regard to Federal and Federally Assisted Construction Contracts.

IX. FAIR HOUSING AND NON-DISCRIMINATION

A. Any act of unlawful discrimination committed by Subrecipient or failure to comply with the following obligations when applicable shall be grounds for termination of this Agreement or other enforcement action. Subrecipient shall agree to comply with:

1. Title VI of the Civil Rights Act of 1964 and as amended in 1988, 42 U.S.C. §200d et seq., as amended, and the regulations issued pursuant thereto (24 CFR 1), which provide that no person in the United States shall on the grounds or race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which it receives federal financial assistance and shall immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to it this assurance shall obligate it , or in the case of any transfer of such property, and transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.

2. Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601–3619), which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Title VIII further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.

3. Title II of the Civil Rights Act of 1968 (25 U.S.C. 1301-1303, Indian Civil Rights Act).

4. Architectural Barriers Act of 1968.

5. Title IX of the Education Amendments Act of 1972.

6. Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her handicap be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program receiving federal funding assistance.

7. Section 508 of the Rehabilitation Act of 1973.

8. Section 109 of Title I of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR 6.

9. Section 104(b)(2) of the Housing Community Development Act of 1974.

10. Age Discrimination Act of 1975.

11. Title II of the Americans with Disabilities Act of 1990.

12. Housing for Older Persons Act of 1995 ("HOPA").

13. It shall require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided to it to comply with any accessibility requirements, as required by Title III of the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.), and shall be responsible for conducting inspections to ensure compliance with these specifications any contractor or subcontractor.

14. It shall take affirmative steps and use its best efforts to afford small and disadvantaged businesses, minority business enterprises, and veteran and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority

group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. It may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

X. SECTION 3 REQUIREMENTS

A. Subrecipient shall ensure that requirements under Section 3 of the Housing and Urban Development Act of 1968 (HUD Act of 1968) shall apply to all individual properties assisted with these funds, regardless of the actual amount spent on each individual unit/property. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the [State Agency], Subrecipient and third-party entities. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements. Subrecipient certifies and agree that no contractual or other disability exists that would prevent its compliance with these requirements.

B. Subrecipient shall ensure compliance with the statutory and regulatory requirements of Section 3 in its own operations, and those of covered contractors or third parties. These responsibilities include:

1. Making efforts to meet the minimum numerical goals found at 24 CFR 135.30;
2. Complying with the specific responsibilities at 24 CFR 135.32; and
3. Submitting Annual Summary reports in accordance with 24 CFR 135.90.

C. If covered contractors and subcontractors receive awards that exceed $100,000 for the construction and rehabilitation activities listed above, responsibility for Section 3 compliance is shared between the [State Agency] and that firm (or if it is the Subrecipient's covered contractor, then the Subrecipient and that firm), (with the exception of the submission of the Section 3 Annual report (Form HUD 60002), which must be submitted by the, or the Subrecipient, to DCA).

D. The following language shall be included in all contracts and subcontracts:

1. *The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.*

2. *The parties to this contract agree to comply with HUD's regulations in 24 CFR 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with 24 CFR 135.*

3. *The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and shall post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*

4. *The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR 135. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 135.*

5. *The contractor shall certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 135.*

6. *Noncompliance with HUD's regulations in 24 CFR 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*

7. *With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).*

XI. NONDISCRIMINATION AND FAIR HOUSING

A. In delivering programmatic activity supported by CDBG funds, or in contracting with third parties for services supported by CDBG funds, Subrecipient shall comply with the following:

1. Executive Order 11063: Equal Opportunity in Housing, November 20, 1962, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertains to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.

2. Executive Order 11246: EEO and Affirmative Action Guidelines for Federal Contractors Regarding Race, Color, Gender, Religion, and National Origin, September 25, 1965 and Executive Order 11375: Amending Executive Order No. 11246, October 13, 1967, which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.

3. Executive Order 12086: Consolidation of contract compliance functions for equal employment opportunity, October 5, 1978.

4. Executive Order 12892: Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing, January 17, 1994.

5. Executive Order 12898: Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994.

6. Executive Order 13166: Improving Access To Services For Persons With Limited English Proficiency, August 11, 2000.

7. Executive Order 13217: Community-Based Alternatives for Individuals with Disabilities, June 19, 2001.

8. Executive Order 13330: Human Service Transportation Coordination, February 24, 2004.

9. And affirms it shall comply with implementing regulations for the above:

   a. 24 CFR 1: Nondiscrimination in Federally Assisted Programs of HUD.

   b. 24 CFR 3: Nondiscrimination on the Basis of Sex in Education Programs or Activities receiving Federal Financial Assistance.

   c. 24 CFR 5.105: Other Federal Requirements.

   d. 24 CFR 6: Nondiscrimination in Programs, Activities Receiving Assistance under Title I of the Housing and Development Act of 1974.

   e. 24 CFR 8: Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development.

   f. 24 CFR 50.4(l) and 58.5 (j): Environmental Justice.

   g. 24 CFR 91.225(a)(1): Affirmatively Furthering Fair Housing.

   h. 24 CFR 91.325(a)(1): Affirmatively Furthering Fair Housing.

   i. 24 CFR 91.325(b)(5): Compliance with Anti-discrimination laws.

   j. 24 CFR 91.520: Performance Reports.

   k. 24 CFR 100-125: Fair Housing.

   l. 24 CFR 107: Non-discrimination and Equal Opportunity in Housing Under Executive Order 11063 (State Community Development Block Grant Grantees).

m. 24 CFR 121: Collection of Data.

n. 24 CFR 135: Economic Opportunities for Low- and Very Low-Income Persons

o. 24 CFR 146: Non-discrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance

p. 24 CFR 570.206(e): Fair Housing Activities.

q. 24 CFR 570.487(b): Affirmatively Furthering Fair Housing.

r. 24 CFR 570.487(e): Architectural Barriers Act and Americans with Disabilities Act (State Community Development Block Grant Grantees).

s. 24 CFR 570.490(a)(b): Recordkeeping requirements.

t. 24 CFR 570.491: Performance Reviews and Audits.

u. 24 CFR 570.495(b): HCDA Section 109 nondiscrimination

v. 24 CFR 570.506(g): Fair Housing and equal opportunity records.

w. 24 CFR 570.601: Affirmatively Further Fair Housing.

x. 24 CFR 570.608 and Part 35: Lead-Based Paint.

y. 24 CFR 570.614: Architectural Barriers Act and Americans with Disabilities Act

z. 24 CFR 570.904: Equal Opportunity and Fair Housing Review

aa. 24 CFR 570.912: Nondiscrimination compliance

BOROUGH OF MANTOLOKING
CASH RECEIPTS
November 30, 2017

REVENUE SOURCE	REVENUE THIS MONTH	YEAR TO DATE	2017 AMOUNT
SURPLUS		0.00	
MUNICIPAL COURT		29,446.40	
FINES		0.00	0.00
INT & COST ON TAXES	1,857.40	21,380.83	0.00
INT ON INVESTMENTS	885.01	3,717.61	0.00
SEWER REVENUE	577.24	148,710.55	0.00
STATE AID:			
LEG INT BLK GRANT		0.00	0.00
CMPTRA		0.00	0.00
ENERGY TAX	7,044.25	140,395.75	0.00
SUPPL ENERGY TAX		0.00	0.00
FEMA		505,771.12	
HOMESTEAD REBATE		14,548.94	0.00
CONSTRUCTION CODE		126,270.00	0.00
CONSTRUCTION CODE FINES	4,248.00	4,248.00	
DCA FEES	384.00	10,393.00	
ZONING	365.00	25,544.75	
BEACH BADGES		74,959.85	0.00
GRANTS:			
RECYCLING TONNAGE		3,279.24	0.00
DRUNK DRIVING ENF		0.00	0.00
CLEAN COMMUNITIES		4,000.00	0.00
BODY ARMOR		1,142.76	0.00
SEA WALL GRANT (STATE AGREEMENT)		0.00	0.00
ALC REHAB		193.02	0.00
NJ TRANS TRUST-BAY AVE FLOOD MITIGATION	56,750.00	56,750.00	0.00
DISTRACTED DRIVER GRANT		5,500.00	0.00
DOT		170,250.00	0.00
ZONING GRANT		0.00	0.00
FEDERAL VEST PROGRAM		0.00	0.00
FEMA-BEACH PUSH		0.00	0.00
DRIVE SOBER OR GET PULLED OVER-HOLIDAY		4,975.00	0.00
PEDESTRIAN SAFETY GRANT		0.00	
RT 35 RESTORATION		0.00	0.00
CAPITAL SURPLUS		0.00	0.00
PETTY CASH		0.00	
RESERVE FOR PAYMENT OF BOND ANTIC NOTES		0.00	0.00
RESERVE FOR INSURANCE PROCEEDS		0.00	0.00
RES FOR SALE OF MUN ASSETS			0.00

INTERGOVERNMENTAL AGREEMENT SCHEDULE C

THIS AGREEMENT made this th day of , 2018, between the **County of Ocean**, a body politic of the State of New Jersey (hereinafter called the "County"), and the Borough of Pataloking a Local Governmental Unit of the State of New Jersey (hereinafter called "Local Governmental Unit").

WITNESSETH:

WHEREAS, it is the desire of the Ocean County Board of Chosen Freeholders to assist the Local Governmental Unit in the repair and maintenance of its streets and property, road overlay, in addition to providing certain materials and supplies in connection therewith; and

WHEREAS, the Local Governmental Unit desires to enter into an Agreement with the County for such services;

NOW, THEREFORE, in consideration of the mutual terms and conditions and covenant herein contained, the parties agree as follows:

1. If requested by the Local Governmental Unit, the County, at the discretion of the County Road Supervisor, except for items F, G, and H, which shall be at the discretion of the County Engineer, and item I which shall be at the discretion of the Vehicle Services Director will assist the Local Governmental Unit in the following ways:

   A. Mowing of plant growth along local governmental units roads or property;
   B. Plowing snow on local governmental units roads or property;
   C. Purchase of materials or supplies for the maintenance of local governmental unit roads or property;
   D. Sweeping of local governmental units roads or property;
   E. Road overlay (List of Schedule "C" Major Projects Request must be completed);
   F. Curbs and Sidewalks on local governmental unit roads;
   G. Repair of traffic signals;
   H. Traffic signs or pavement marking;
   I. Vehicle Maintenance Services.

2. This Agreement shall take effect upon execution by the parties and shall remain in full force and effect through December 31, 2018. The total amount of the Local Governmental Unit purchases of goods and services under this Agreement shall not exceed the sum of Six Thousand Dollars and no cents ($ 6,000.00) during the term of this Agreement. The Local Governmental Unit certifies that sufficient funds are available in its current Budget to cover the cost of the Agreement.

3. This Agreement will be administered on behalf of Ocean County by the Ocean County Board of Chosen Freeholder or their Designee and by

Beverly A. Konopada - Borough Clerk
(print name and title of responsible person)

on behalf of the Local Governmental Unit.

4. Materials or supplies, if available, will be issued to the Local Governmental Unit from the County yard or warehouse. Except during emergencies, all purchase requests for materials and supplies shall be in writing.

5. Each County Department shall invoice the Local Governmental Unit for materials and supplies delivered and services rendered. Monies due shall be paid by the Local Governmental Unit to the County within thirty (30) days after the Local Governmental Unit's receipt of said invoices.

6. The applicable rates and charges for equipment and labor are set forth in the List of Labor and Equipment Costs, which is attached hereto and made a part hereof.

A. The Local Governmental Unit may request the County to provide for the disposition of sweeping materials from the Local Governmental Unit site. All costs associated with the disposition of these materials, including, but not limited to, all costs incurred in the inspection, testing, classification, screening and ultimate disposition of the sweepings, shall be the responsibility of the Local Governmental Unit and shall be included in the County's next invoice for payment by the Local Governmental Unit.

B. When requested by the Local Governmental Unit to sweep municipal roads or properties, the materials collected will be disposed of at a designated municipal site. If the Local Governmental Unit is unable to provide a site, the County will store the municipal sweepings at the nearest County garage and the Local Governmental Unit will be responsible for all costs incurred as described in paragraph A.

7. The Local Governmental Unit hereby covenants and agrees to save harmless the County, its agents, officials and employees from any and all suits, damages, claims or other causes of action, including reasonable attorneys' fees, which may result from performance of this Agreement by the County.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

ATTEST:

_____
Clerk of the Board

COUNTY OF OCEAN

By:_____
Gerry P. Little-Freeholder-Director

ATTEST:

Signature

Print Name Title

GOVERNMENTAL UNIT

Signature

E LAURENCE WAITE
Print Name Title

ACTING MAYOR

SCHEDULE 'C'

MAJOR PROJECTS REQUEST

This form must be completed whether or not you are requesting any Major Projects and must be returned with your Agreement and Resolution. Failure to do so will delay processing of your Agreement as all Agreements must have this page completed and attached. Please write none if no projects are requested at this time.

Municipality: Borough of Montalakiny Completed By: Beverley Kanapada

Agreement is for the purchase of supplies only------check here X

Agreement is for sweeping, screening of sweepings & removal of same----check here _____

If requesting road overlay services, major reconstruction or drainage work, list projects below. You will not be committed to doing the projects listed.

LOCATION	PARAMETERS	DESCRIPTION OF WORK

SCHEDULE "C" LABOR AND EQUIPMENT RATES
EFFECTIVE JANUARY 1, 2018

ROAD DEPARTMENT	REGULAR	OVERTIME
Laborer	$20.02	$30.03
Bridge Repairman	$21.23	$31.85
Equipment Operator	$24.87	$37.31
Truck Driver, Heavy	$27.29	$40.94
Mechanic	$27.29	$40.94
Motor Broom Operator	$30.93	$46.40
Heavy Equipment Operator	$30.93	$46.40
Heavy Equipment Operator/Welder	$32.75	$49.13
Supervising Mechanic	$33.96	$50.94
Supervisor	$42.45	$63.68

TRAFFIC ENGINEERING	REGULAR	OVERTIME
Traffic Analyst	$20.75	$31.13
Sign Maker I	$18.20	$27.30
Laborer	$18.20	$27.30
Signal Systems Worker	$21.01	$31.52
Traffic Maintenance Worker	$17.51	$26.27
Traffic Investigator	$20.40	$30.60
Senior Traffic Maintenance Worker	$21.11	$31.67
Traffic Signal Technician I	$24.81	$37.22
Traffic Signal Technician II	$25.91	$38.87
Assistant Supervisor Maintenance	$25.73	$38.60
Senior Traffic Analyst	$22.00	$33.00
Principal Traffic Analyst	$28.49	$42.74
Supervisor Maintenance	$29.46	$44.19
Signal Supervisor 1	$26.02	$39.03
Signal Supervisor II	$33.46	$50.19

EQUIPMENT	HOURLY RATE
Air Compressor	$ 30.47
Attenuator	$ 55.00
Arrow Board	$ 4.43
Asphalt Heater	$ 15.00
Backhoe	$ 47.70
Boat #3, Munson	$ 78.95
Boat, 12' Jon	$ 1.44
Bucket Truck	$ 39.50
Cement Mixer	$ 19.60
Chainsaw	$ 2.65
Chipper	$ 35.00
Crack Sealer	$ 35.70 + $25.00 per box of materials
Crane	$ 140.00
Curb Machine	$ 15.00
Cutting Wheel	$ 40.00
Dozer	$ 93.74

SCHEDULE "C" LABOR AND EQUIPMENT RATES
EFFECTIVE JANUARY 1, 2018

EQUIPMENT	HOURLY RATE
Excavator, Large	$153.00
Excavator, Small	$ 34.20
Excavator, Floating	$105.00
Extractor	$ 39.00
Fork Lift	$ 18.50
Grader	$ 67.50
Light Tower	$ 10.68
Loader 3cy	$ 43.85
Loader 5cy	$ 64.00
Message Board	$ 11.61
Mower	$ 15.00
Pothole Patcher	$ 65.00
Pump	$ 10.30
Pump, 3" Gas Mud	$ 27.10
Pump, 3" Gas Pressure	$ 27.10
Pump, 4" Gas Pressure	$ 41.50
Pump, 6" Gas Pressure	$ 49.90
Pump, 4" Gas Trash	$ 27.10
Pump, 6" Diesel Trash	$ 49.90
Pump, 8" Trash	$ 66.85
Raft 8' x 20'	$ 15.00
Roll-off Container	$ 25.00 per day/$100 weekly (plus Landfill
Roller, 1 Ton	$ 28.25 Disposal Fees)
Roller, 5-10 Ton	$ 32.50
Roller, over 10 Ton	$ 39.25
Screenplant	$ 80.50
Skid Steer Loader w/Profiler	$ 38.50
Skid Steer Loader	$ 36.00
Storm Sewer Cleaner	$ 44.20
Stump Grinder	$ 45.00
Sweeper	$ 96.80
Sweepster	$ 60.00
Tractor Trailer	$ 60.00
Track Loader	$101.30
Trailer, Dump	$ 18.00 with no truck
Truck, Dump, 4 cy	$ 40.00
Truck, Dump, 6 cy	$ 48.90
Truck, Pickup	$ 20.80
Truck, Pole	$110.00
Truck, Rack	$ 35.00
Truck, Roll-off	$ 55.90
Truck, Tandem	$ 67.70
Truck, Triaxle 23 cy	$ 75.50
Truck, Utility	$ 26.75
Truck, Water	$ 55.00
Truck, Welding	$ 65.00 does not include Labor or Materials
Van-Video	$ 35.00
Wrecker, Large	$ 128.00
Wrecker, Small	$ 55.00

BOROUGH OF MANTOLOKING
Financial Report for the Month of October, 2017

Status of the Budget on November 30, 2017

FUND	ORIGINAL APPROPRIATION	BALANCE LAST MONTH	EXPENDED DURING MONTH	ENCUMBERED DURING MONTH	APPROPRIATION BALANCE
2017 CURRENT FUND	$6,817,624	$3,524,211	$2,646,312	$69,372	$808,528
2016 Appropriation Reserves	$501,387	$291,434	$3,886	$0	$287,548
SANDY EMERGENCY FUNDS	$297,639	$190,858		($7,233)	$198,091
CAPITAL FUND	$7,195,713	$3,034,273	$216,014	$0	$2,818,259
(Subcategory of Capital Fund)					
Construction-Municipal Building	$5,500,000	$4,181,822	$186,392	$2,324,906	$1,670,524
TOTAL	**$20,312,363**	**$11,222,598**	**$3,052,604**	**$2,387,045**	**$5,782,949**

Receipts, Disbursements and Changes in Cash Balance During the Month of November, 2017

FUND	CASH BALANCE JANUARY 1, 2017	CASH BALANCE BEGINNING OF MONTH	CASH RECEIVED	CASH DISBURSED	CASH BALANCE END OF MONTH
2017 CURRENT FUND	$3,854,014	$4,769,185	$1,434,484	($1,926,459)	$4,277,210
CAPITAL FUND	$1,916,441	$5,554,160		($201,867)	$5,352,293
ANIMAL CONTROL FUND	$111	$142			$142
OTHER TRUST FUNDS	$519,840	$477,065	$2,196	($7,693)	$471,568
PAYROLL ACCOUNT		$73,918	$153,443	($128,279)	$99,082
UNEMPLOYMENT ACCOUNT		$7,994	$610	$0	$8,604
LAW ENFORCEMENT TRUST		$2,836	$0		$2,836
TOTAL	**$6,290,406**	**$10,885,301**	**$1,590,732**	**($2,264,297)**	**$10,211,736**

BOROUGH OF MANTOLOKING
CASH RECEIPTS
November 30, 2017

REVENUE SOURCE	REVENUE THIS MONTH	YEAR TO DATE	2017 AMOUNT
SURPLUS		0.00	
MUNICIPAL COURT		29,446.40	
FINES		0.00	0.00
INT & COST ON TAXES	1,857.40	21,380.83	0.00
INT ON INVESTMENTS	885.01	3,717.61	0.00
SEWER REVENUE	577.24	148,710.55	0.00
STATE AID:			
LEG INT BLK GRANT		0.00	0.00
CMPTRA		0.00	0.00
ENERGY TAX	7,044.25	140,395.75	0.00
SUPPL ENERGY TAX		0.00	0.00
FEMA		505,771.12	
HOMESTEAD REBATE		14,548.94	0.00
CONSTRUCTION CODE		126,270.00	0.00
CONSTRUCTION CODE FINES	4,248.00	4,248.00	
DCA FEES	384.00	10,393.00	
ZONING	365.00	25,544.75	
BEACH BADGES		74,959.85	0.00
GRANTS:			
RECYCLING TONNAGE		3,279.24	0.00
DRUNK DRIVING ENF		0.00	0.00
CLEAN COMMUNITIES		4,000.00	0.00
BODY ARMOR		1,142.76	0.00
SEA WALL GRANT (STATE AGREEMENT)		0.00	0.00
ALC REHAB		193.02	0.00
NJ TRANS TRUST-BAY AVE FLOOD MITIGATION	56,750.00	56,750.00	0.00
DISTRACTED DRIVER GRANT		5,500.00	0.00
DOT		170,250.00	0.00
ZONING GRANT		0.00	0.00
FEDERAL VEST PROGRAM		0.00	0.00
FEMA-BEACH PUSH		0.00	0.00
DRIVE SOBER OR GET PULLED OVER-HOLIDAY		4,975.00	0.00
PEDESTRIAN SAFETY GRANT		0.00	
RT 35 RESTORATION		0.00	0.00
CAPITAL SURPLUS		0.00	0.00
PETTY CASH		0.00	
RESERVE FOR PAYMENT OF BOND ANTIC NOTES		0.00	0.00
RESERVE FOR INSURANCE PROCEEDS		0.00	0.00
RES FOR SALE OF MUN ASSETS			0.00

BOROUGH OF MANTOLOKING
CASH RECEIPTS
November 30, 2017

REVENUE SOURCE	REVENUE THIS MONTH	YEAR TO DATE	2017 AMOUNT
RECEIPT FROM DELINQUENT TAXES		78,087.77	0.00
CURRENT TAXES RECEIVABLE	1,344,175.11	9,115,166.64	0.00
VETS & SR	3,825.00	3,825.00	0.00
PREPAID TAXES	6,551.62	129,488.68	0.00
M.R.N.A.:			
COPIES		80.00	0.00
CABLE TV FRANCHISE		5,706.84	0.00
INSURANCE		0.00	0.00
MISC.		1,252.43	0.00
PLANNING		0.00	0.00
FEES AND PERMITS		1,888.75	0.00
BUDGET REFUNDS	7,786.00	69,295.78	0.00
FLAGS		200.00	0.00
POLICE	35.00	385.00	0.00
SALE OF MUN ASSETS		140,407.18	0.00
RECYCLING		1,000.28	0.00
MAR LICENSE		167.00	0.00
LEA		291.85	0.00
RESERVE FOR PENSION		0.00	0.00
RESERVE-FEMA REIMBURSE		0.00	0.00
MOTOR VEHICLE FINES		0.00	0.00
OPRA		54.42	0.00
			0.00
INTERFUND		1,565,134.75	0.00
INVESTMENT		0.00	0.00
FEMA		1,886,531.64	0.00
FEMA-PPDR REIMBURSEMENT		0.00	0.00
SPECIAL EMRGENCY NOTE		0.00	0.00
TOTAL REVENUE	1,434,483.63	14,350,440.83	0.00

BOROUGH OF MANTOLOKING
CAPITAL IMPROVEMENTS
AS OF NOVEMBER 30, 2017

ORD # ORD NAME	BALANCE AS OF 1/1/2016	2014 AUTH/ CANCELLED	PAID	PAID TO DATE	BALANCE	BAL FUNDED	BAL UNFUNDED
#518 FLAP VALVE	66.73	0.00	0.00	0.00	66.73	66.73	0.00
#534 BORO GARAGE	93,991.29	0.00	0.00	0.00	65,991.29	-2,770.24	96,761.53
#551 SANITARY FORCE MAI	12,462.94	0.00	0.00	0.00	12,462.94	0.00	12,462.94
#566 SOLAR PANELS	16,883.20	0.00	0.00	0.00	16,883.20	0.00	16,883.20
#569 SANITARY SEWERS	54,671.12	0.00	0.00	0.00	54,671.12	3,000.00	51,671.12
#581 BERGEN LAGOON LAN	146,513.86	0.00	0.00	0.00	146,513.86	0.00	146,513.86
#582 SANITARY FORCE MAI	41,298.33	0.00	0.00	0.00	41,298.33	3,000.00	38,298.33
#583 STORM SEWER INSPEC	4,778.18	0.00	0.00	0.00	4,778.18	0.00	4,778.18
#585 FLAP VALVE PROGRAI	11,000.00	0.00	0.00	0.00	11,000.00	1,000.00	10,000.00
#586 BERGEN CHANNEL	38,309.75	0.00	0.00	0.00	38,309.75	0.00	38,309.75
#595 OLD BRIDGE/BAY AVE	7,649.88	0.00	0.00	7,649.88	0.00	0.00	0.00
#597 FIREHOUSE APRON	5,632.45	0.00	0.00	0.00	5,632.45	814.08	4,818.37
#598 BTMUA IMPROVEMEN	6,504.58	0.00	0.00	0.00	6,504.58	0.00	6,504.58
#599 FLAP VALVE PROGRAI	10,936.75	0.00	0.00	0.00	10,936.75	1,000.00	9,936.75
#600 ADA WALKWAY#4	16,517.65	0.00	0.00	588.00	15,929.65	986.00	14,943.65
#601 E.M. RADIOS	1,490.10	0.00	0.00	0.00	1,490.10	0.00	1,490.10

ORD # ORD NAME	BALANCE AS OF 1/1/2016	2014 AUTH/ CANCELLED	PAID	PAID TO DATE	BALANCE	BAL FUNDED	BAL UNFUNDED
#607 OLD BRIDGE/BAY AVE	61,364.81	0.00	0.00	12,329.72	49,035.09	5,000.00	44,035.09
#608 REPLACE FIREHOUSE I	15,658.34	0.00	0.00	0.00	15,658.34	2,000.00	13,658.34
#609 POLICE CAMERAS	26,918.00	0.00	0.00	0.00	26,918.00	4,000.00	22,918.00
#610 BAY AVE DRAINAGE	12,834.38	0.00	0.00	12,834.38	0.00	2,000.00	0.00
#611 WALKWAY #4	3,600.00	0.00	0.00	2,873.06	726.94	0.00	726.94
#612 LYMAN ST WALKWAY	79,554.50	0.00	0.00	0.00	79,554.50	5,000.00	74,554.50
#626 HERBERT ST PUMP ST.	209,579.89	0.00	0.00	12,058.05	197,521.84	60,000.00	137,521.84
#628 FIREHOUSE IMPROV	50,898.22	0.00	0.00	0.00	50,898.22	1,374.93	49,523.29
#634 STREET SWEEPER		0.00	0.00	0.00	0.00	0.00	0.00
#639 ROADS & SIDEWALK IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	33,191.00	-33,191.00
#640 PRELIMINARY EXPENS MUNICIPAL BLDG	123,152.61	0.00	0.00	122,853.24	299.37	14,286.00	-13,986.63
#643 POLICE SPORTS UTILITIES VEHICLES	963.20	0.00	0.00	963.20	0.00	95,235.00	4,765.00
#644 VARIOUS CAPITAL IMPROVEMENTS	56,832.00	0.00	0.00	55,890.00	942.00	120,412.00	6,338.00
#654 BEACH PROTECTION	31,889.59	0.00	0.00	0.00	31,889.59	200,000.00	0.00
#655 CONSTR. MUNI BLDG	5,485,500.32	0.00	0.00	1,490,069.44	1,670,525.13	5,500,000.00	
#659 BEACH REPLEN.	147,116.00	0.00	0.00	0.00	147,116.00	200,000.00	
#658							

ORD # ORD NAME	BALANCE AS OF 1/1/2016	2014 AUTH/ CANCELLED	PAID	PAID TO DATE	BALANCE	BAL FUNDED	BAL UNFUNDED
VARIOUS CAP IMPROV	421,144.43	0.00	0.00	306,439.47	114,704.96	200,000.00	
TOTAL	7,195,713.10	0.00	0.00	2,024,548.44	2,818,258.91	6,049,595.50	760,235.73

BOROUGH OF MANTOLOKING

2016 RESERVE YEAR APPROPRIATIONS

FOR THE MONTH OF : NOVEMBER 30, 2017

APPROP TITLE	2016 RESERVE BUDGET	EXPENDED YEAR TO DATE	ENCUMBERED	BALANCE
MUNICIPAL CLERK				
SALARY & WAGES	677.70	0.00	0.00	677.70
OTHER EXPENSES	7,143.77	4,386.49	731.42	2,025.86
FINANCE				
SALARY & WAGES	6,234.07	0.00	0.00	6,234.07
OTHER EXPENSES	18,674.55	12,280.95	572.24	5,821.36
AUDITING				
OTHER EXPENSES	885.00	0.00	0.00	885.00
TAX COLLECTOR				
SALARY & WAGES	0.00	0.00	0.00	0.00
OTHER EXPENSES	512.80	0.00	0.00	512.80
TAX ASSESSOR				
SALARY & WAGES	99.00	0.00	0.00	99.00
OTHER EXPENSES	637.47	258.75	0.00	378.72
LEGAL				
OTHER EXPENSES	32,436.97	21,311.38	0.00	11,125.59
LEGAL OE OUTSIDE CA	1,644.77	0.00	0.00	1,644.77
ENGINEERING				
OTHER EXPENSES	10,237.91	-9,569.41	4,773.25	15,034.07
PLANNING				
SALARY & WAGES	14,139.27	0.00	0.00	14,139.27
OTHER EXPENSES	36,402.02	2,695.00	0.00	33,707.02
CONSTRUCTION				
SALARY & WAGES	4,474.29	0.00	0.00	4,474.29
CONSTRUCTION				
SALARY & WAGES O/S	0.00	0.00	0.00	0.00
OTHER EXPENSES	2,327.47	115.51	0.00	2,211.96

BOROUGH OF MANTOLOKING

2016 RESERVE YEAR APPROPRIATIONS

FOR THE MONTH OF : NOVEMBER 30, 2017

APPROP TITLE	2016 RESERVE BUDGET	EXPENDED YEAR TO DATE	ENCUMBERED	BALANCE
PLUMBING SUB-CODE				
SALARY & WAGES	271.00	0.00	0.00	271.00
PLUMBING SUB-CODE				
SALARY & WAGE O/S	0.00	0.00	0.00	0.00
OTHER EXPENSES	0.00	0.00	0.00	0.00
FIRE SUB-CODE				
SALARY & WAGES	443.00	0.00	0.00	443.00
SALARY & WAGE O/S	0.00	0.00	0.00	0.00
OTHER EXPENSES	0.00	0.00	0.00	0.00
ELECTRICAL SUB-CODE				
SALARY & WAGES	1,198.50	0.00	0.00	1,198.50
SALARY & WAGES O/S	0.00	0.00	0.00	0.00
LIABILITY INS				
OTHER EXPENSES	21,210.65	0.00	0.00	21,210.65
WORKMENS COMP				
OTHER EXPENSES	2,641.00	0.00	0.00	2,641.00
GROUP HEALTH				
OTHER EXPENSES	65,575.38	15,000.00	0.00	50,575.38
O/S CAP	0.00	0.00	0.00	0.00
GROUP HLTH WAIVERS	5,284.00	0.00	0.00	5,284.00
POLICE				
SALARY & WAGES	63,281.97	63,167.82	0.00	114.15
OTHER EXPENSES	53,543.05	51,013.16	0.00	2,529.89
EMERG MNGMT				
SALARY & WAGE	0.00	0.00	0.00	0.00
EMERG MNGMT				
OTHER EXPENSES	1,817.44	0.00	0.00	1,817.44

BOROUGH OF MANTOLOKING

2016 RESERVE YEAR APPROPRIATIONS

FOR THE MONTH OF : NOVEMBER 30, 2017

APPROP TITLE	2016 RESERVE BUDGET	EXPENDED YEAR TO DATE	ENCUMBERED	BALANCE
FIRST AID				
OTHER EXPENSES	0.00	0.00	0.00	0.00
FIRE				
OTHER EXPENSES	0.00	0.00	0.00	0.00
UNIFORM FIRE SAFETY				
SALARY & WAGES	167.74	0.00	0.00	167.74
MUNICIPAL PROSECUTOR				
OTHER EXPENSES	2,150.00	500.00	500.00	1,150.00
ROAD REPAIR				
SALARY & WAGES	32.97	0.00	0.00	32.97
OTHER EXPENSES	9,212.44	2,216.38	0.00	6,996.06
O/S CAPS	0.00	0.00	0.00	0.00
GARBAGE				
OTHER EXPENSES	2,542.44	0.00	0.00	2,542.44
RECYCLING				
OTHER EXPENSES	0.00	0.00	0.00	0.00
BLDGS & GROUNDS				
OTHER EXPENSES	7,033.44	5,376.35	0.00	1,657.09
OTHER EXP O/S CAP	1,947.04	0.00	0.00	1,947.04
SEWER				
OTHER EXPENSES	10,955.40	5,219.00	0.00	5,736.40
BOARD OF HLTH				
SALARY & WAGES	0.00	0.00	0.00	0.00
DOG ACCOUNT				
OTHER EXPENSE	2,691.00	0.00	0.00	2,691.00
MUNICIPAL ALLIANCE				
OTHER EXPENSES	0.00	0.00	0.00	0.00

BOROUGH OF MANTOLOKING

2016 RESERVE YEAR APPROPRIATIONS

FOR THE MONTH OF : NOVEMBER 30, 2017

APPROP TITLE	2016 RESERVE BUDGET	EXPENDED YEAR TO DATE	ENCUMBERED	BALANCE
AID TO POINT HOSP				
OTHER EXPENSES	0.00	0.00	0.00	0.00
ADMIN OF BEACH ACCESS				
SALARY & WAGES	5,196.75	0.00	0.00	5,196.75
OTHER EXPENSES	355.00	0.00	0.00	355.00
BEACH MAINTENANCE				
OTHER EXPENSES	12,483.82	7,167.29	0.00	5,316.53
BEACH MAINT-O/CAP				
OTHER EXPENSES	14,000.00	0.00	0.00	14,000.00
PUBLIC EVENTS	0.00	0.00	0.00	0.00
UTILITIES:				
ELECTRIC	3,625.58	796.48	0.00	2,829.10
TELEPHONE	1,261.80	739.39	9.96	512.45
WATER	1,997.30	0.00	283.86	1,713.44
FIRE HYDRANT	2,596.84	2,469.78	0.00	127.06
NATURAL GAS	3,165.35	0.00	0.00	3,165.35
GASOLINE	17,246.90	2,270.76	0.00	14,976.14
GASOLINE O/S CAP	0.00	0.00	0.00	0.00
OC UTILITY AUTH				
OTHER EXPENSES	21,102.20	15,376.60	0.00	5,725.60
CONTINGENT	0.00	0.00	0.00	0.00
PERS	0.74	0.00	0.00	0.74
SOCIAL SECURITY	16,809.12	141.87	0.00	16,667.25
PFRS	1.99	0.00	0.00	1.99
JUDGEMENTS	0.00	0.00	0.00	0.00
GRANTS:				
ALCH REHAB	0.00	0.00	0.00	0.00
BODY ARMOR	0.00	0.00	0.00	0.00

BOROUGH OF MANTOLOKING

2016 RESERVE YEAR APPROPRIATIONS

FOR THE MONTH OF : NOVEMBER 30, 2017

APPROP TITLE	2016 RESERVE BUDGET	EXPENDED YEAR TO DATE	ENCUMBERED	BALANCE
RECYCLING TONNAGE	0.00	0.00	0.00	0.00
DRUNK DRIVING	0.00	0.00	0.00	0.00
CLEAN COMMUNITIES	0.00	0.00	0.00	0.00
FEMA-BEACH PUSH GR	0.00	0.00	0.00	0.00
CLICK IT OR TICKET	0.00	0.00	0.00	0.00
MUNICIPAL COURT				
SALARY & WAGES	1,702.14	0.00	0.00	1,702.14
OTHER EXPENSES	7,430.16	149.00	0.00	7,281.16
PUBLIC DEFENDER				
OTHER EXPENSES	0.00	0.00	0.00	0.00
BORO HALL IMPROVE				
OTHER EXPENSES	0.00	0.00	0.00	0.00
DEBT SERVICE:				
NOTE PRINCIPAL	0.00	0.00	0.00	0.00
NOTE INTEREST	0.00	0.00	0.00	0.00
SPECIAL EMERGENCY	0.00	0.00	0.00	0.00
RESERVE FOR UNCOLLECTED TAX	0.00	0.00	0.00	0.00
GRAND TOTAL	497,501.21	203,082.55	6,870.73	287,547.93

BOROUGH OF MANTOLOKING

2017 CURRENT YEAR APPROPRIATIONS

AS OF NOVEMBER 30, 2017

APPROP TITLE	2017 ADOPTED BUDGET	EXPENDED	ENCUMBERED	BALANCE	% EXPEND
MUNICIPAL CLERK					
SALARY & WAGES	140,255.00	125,880.46	0.00	14,374.54	0.90
OTHER EXPENSES	64,080.00	43,595.16	6,148.13	14,336.71	0.78
FINANCE					
SALARY & WAGES	126,533.00	113,627.07	0.00	12,905.93	0.90
OTHER EXPENSES	40,000.00	28,037.89	2,025.40	9,936.71	0.75
AUDITING					
OTHER EXPENSES	30,000.00	26,500.00	0.00	3,500.00	0.88
TAX COLLECTOR					
SALARY & WAGES	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES	1,500.00	954.26	177.60	368.14	0.75
TAX ASSESSOR					
SALARY & WAGES	17,000.00	15,509.80	0.00	1,490.20	0.91
OTHER EXPENSES	1,500.00	1,009.42	264.50	226.08	0.85
LEGAL					
OTHER EXPENSES	150,000.00	120,933.14	0.00	29,066.86	0.81
OE-OUTSIDE CAPS	0.00	0.00	0.00	0.00	0.00
ENGINEERING					
OTHER EXPENSES	186,000.00	151,620.94	17,595.42	16,783.64	0.91
PLANNING					
SALARY & WAGES	76,244.00	50,644.72	0.00	25,599.28	0.66
OTHER EXPENSES	34,000.00	22,259.69	2,090.00	9,650.31	0.72
SW-OUTSIDE CAPS	0.00	0.00	0.00	0.00	0.00
CONSTRUCTION					
SALARY & WAGES	97,000.00	84,833.98	0.00	12,166.02	0.87
S&W-OUTSIDE CAPS	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES	17,500.00	6,412.18	271.80	10,816.02	0.38
PLUMBING SUB-CODE					
SALARY & WAGES	7,500.00	6,930.00	0.00	570.00	0.92
S&W-OUTSIDE CAPS	0.00	0.00	0.00	0.00	0.00

APPROP TITLE	ADOPTED BUDGET	EXPENDED	ENCUMBERED	BALANCE	% EXPEND
FIRE SUB-CODE					
SALARY & WAGES	7,500.00	5,598.01	0.00	1,901.99	0.75
S&W-OUTSIDE CAPS	0.00	0.00	0.00	0.00	0.00
ELECTRICAL SUB-CODE					
SALARY & WAGES	10,500.00	4,532.50	0.00	5,967.50	0.43
S&W-OUTSIDE CAPS	0.00	0.00	0.00	0.00	0.00
LIABILITY INS					
OTHER EXPENSES	95,000.00	82,487.37	0.00	12,512.63	0.87
WORKMENS COMP					
OTHER EXPENSES	79,500.00	74,866.00	0.00	4,634.00	0.94
GROUP HEALTH					
OTHER EXPENSES	280,000.00	269,686.28	1,471.83	8,841.89	0.97
OUTSIDE CAPS	0.00	0.00	0.00	0.00	0.00
HEALTH WAIVERS	15,000.00	0.00	0.00	15,000.00	0.00
POLICE					
SALARY & WAGES	1,124,150.00	992,525.34	0.00	131,624.66	0.88
OTHER EXPENSES	149,500.00	80,121.38	16,841.59	52,537.03	0.65
EMERG MNGMT					
SALARY & WAGES	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES	5,000.00	4,195.00	0.00	805.00	0.84
FIRST AID					
OTHER EXPENSES	1,500.00	1,500.00	0.00	0.00	0.00
FIRE					
OTHER EXPENSES	26,000.00	19,500.00	0.00	6,500.00	0.75
UNIFORM FIRE SAFETY					
SALARY & WAGES	4,728.00	3,535.62	0.00	1,192.38	0.75
MUNICIPAL PROSECUTOR					
OTHER EXPENSES	6,000.00	5,000.00	500.00	500.00	0.92
ROAD REPAIR					
SALARY & WAGES	206,572.00	144,546.56	0.00	62,025.44	0.70
S&W-OUTSIDE	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES	62,500.00	47,980.44	563.75	13,955.81	0.78
GARBAGE					
OTHER EXPENSES	137,000.00	123,075.43	11,369.33	2,555.24	0.98
BLDGS & GROUNDS					
OTHER EXPENSES	36,700.00	28,408.51	519.90	7,771.59	0.79
OE-OUTSIDE	0.00	0.00	0.00	0.00	0.00

APPROP TITLE	ADOPTED BUDGET	EXPENDED	ENCUMBERED	BALANCE	% EXPEND
SEWER					
OTHER EXPENSES	18,868.00	-779.14	0.00	19,647.14	-0.04
BOARD OF HLTH					
SALARY & WAGES	0.00	0.00	0.00	0.00	#DIV/0!
DOG ACCOUNT					
OTHER EXPENSES	6,600.00	3,919.00	0.00	2,681.00	0.59
MUNICIPAL ALLIANCE					
OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00
AID TO POINT HOSP					
OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00
ADMIN OF BEACH ACCESS					
SALARY & WAGES	91,098.00	58,272.75	0.00	32,825.25	0.00
OTHER EXPENSES	4,050.00	3,137.44	0.00	912.56	0.77
BEACH MAINTENANCE					
OTHER EXPENSES	131,000.00	111,113.63	6,119.95	13,766.42	0.89
BEACH MAINT-O/CAP					
OTHER EXPENSES	14,000.00	10,041.60	585.40	3,373.00	0.76
UTILITIES:					
ELECTRIC	30,000.00	23,863.18	2,026.66	4,110.16	0.86
TELEPHONE	18,000.00	14,422.93	558.50	3,018.57	0.83
WATER	2,500.00	1,174.50	0.00	1,325.50	0.47
FIRE HYDRANT	35,000.00	25,229.21	0.00	9,770.79	0.72
NATURAL GAS	6,000.00	4,820.45	125.84	1,053.71	0.82
GASOLINE	35,000.00	20,414.42	0.00	14,585.58	0.58
GASOLINE-OUTSIDE CAPS	0.00	0.00	0.00	0.00	0.00
OC UTILITY AUTH					
OTHER EXPENSES	104,814.00	104,814.00	0.00	0.00	1.00
SICK LEAVE TRUST	35,000.00	0.00	0.00	35,000.00	0.00
PERS	77,000.00	66,334.52	0.00	10,665.48	0.86
SOCIAL SECURITY	95,000.00	73,344.67	0.00	21,655.33	0.77
PFRS	195,000.00	193,671.00	0.00	1,329.00	0.99
UNEMPLOYMENT INSURANC	40,000.00	15,000.00	0.00	25,000.00	0.00

APPROP TITLE	ADOPTED BUDGET	EXPENDED	ENCUMBERED	BALANCE	% EXPEND
GRANTS:					
BODY ARMOR	1,141.59	1,141.59	0.00	0.00	0.00
RECYCLING TONNAGE	4,282.92	4,282.92	0.00	0.00	0.00
DRUNK DRIVING	0.00	0.00	0.00	0.00	0.00
CLEAN COMMUNITIES	4,000.00	4,000.00	0.00	0.00	0.00
DISTRACTED DRIVER GRANT	5,500.00	5,500.00	0.00	0.00	0.00
ALC REHAB	725.18	725.18	0.00	0.00	0.00
CLICK IT OR TICKET	0.00	0.00	0.00	0.00	0.00
2015 PEDESTRIAN SAFETY	0.00	0.00	0.00	0.00	0.00
DRIVE SOBER	0.00	0.00	0.00	0.00	0.00
NJ DOT TRUST	0.00	0.00	0.00	0.00	0.00
POLICE VEST GRANT	0.00	0.00	0.00	0.00	0.00
MUNICIPAL COURT					
SALARY & WAGES	40,950.00	35,479.36	0.00	5,470.64	0.87
OTHER EXPENSES	7,700.00	962.10	116.00	6,621.90	0.14
PUBLIC DEFENDER					
OTHER EXPENSES	1,000.00	250.00	0.00	750.00	0.25
CAPITAL IMPROVEMENT					
CAPITAL IMPR FUND	100.00	0.00	0.00	100.00	0.00
BEACH REPLENISHMENT	0.00	0.00	0.00	0.00	0.00
BORO HALL IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE:					
BOND INTEREST	104,750.00	0.00	0.00	104,750.00	0.00
NOTE PRINCIPAL	1,191,266.00	1,191,266.00	0.00	0.00	0.00
NOTE INTEREST	79,350.00	79,350.00	0.00	0.00	0.00
DEFERRED CHARGES					
ORD 607	0.00	0.00	0.00	0.00	0.00
ORD 610	0.00	0.00	0.00	0.00	0.00
ORD 626	0.00	0.00	0.00	0.00	0.00
ORD 608	0.00	0.00	0.00	0.00	0.00
ORD 598			0.00	0.00	0.00
ORD 601			0.00	0.00	0.00
ORD 603			0.00	0.00	0.00
ORD 608			0.00	0.00	0.00
					0.00
5 YEAR EMERGENCY	926,666.00	926,666.00	0.00	0.00	0.00
RESERVE FOR UNCOLLECTED TAX	275,000.00	275,000.00	0.00	0.00	0.00
GRAND TOTAL	6,817,623.69	5,939,724.46	69,371.60	808,527.63	0.88

BOROUGH OF MANTOLOKING
BILL LIST
January 16, 2018

INVOICES PAID THROUGH THE MEETING

	AMOUNT
2017 CURRENT FUND RESERVE	65,764.64
2018 CURRENT FUND	29,816.43
ANIMAL CONTROL ACCOUNT	0.00
PAYROLL ACCOUNT	750.93
GENERAL CAPITAL	208,099.15
TRUST OTHER	0.00
UNEMPLOYMENT TRUST	0.00
DEVELOPERS TRUST	0.00
INSURANCE PROCEEDS-CURRENT FUND REVENUE	0.00
TOTAL ALL FUNDS	304,431.15

MANUAL CHECKS

VENDOR	DATE	CK#	AMOUNT
CURRENT FUND - NJ INTERGOVERNMENTAL INS FUI	12/27/2017	29629	6,746.50
CURRENT FUND - ACTION DATA SERVICES, INC.	12/29/2017	29630	279.71
CURRENT FUND - EXECUTIVE COMPUTER SVCS, INC	12/29/2017	29631	125.00
CURRENT FUND - JCP&L	12/29/2017	29632	1,118.43
CURRENT FUND - VERIZON	12/29/2017	29633	146.38
CURRENT FUND - NJ NATURAL GAS	12/29/2017	26934	226.82
CURRENT FUND - STAPLES ADVANTAGE	12/29/2017	26935	72.76
CURRENT FUND - VERIZON WIRELESS	12/29/2017	26936	401.07
CURRENT FUND - VAN WICKLE AUTO SUPPLY	12/29/2017	26637	670.88
CURRENT FUND - WATCHUNG SPRING WATER	12/29/2017	26938	392.60
CURRENT FUND - WB MASON	12/29/2017	26939	2,221.43
CURRENT FUND - MANTOLOKING CAPITAL	12/31/2017	29640	12,058.05
CURRENT FUND - MANTOLOKING CAPITAL	12/31/2017	29641	2,215.68
CURRENT FUND - MANTOLOKING CAPITAL	12/31/2017	29642	76,885.83
CURRENT FUND - MANTOLOKING CAPITAL	12/31/2017	29643	100.00
CURRENT FUND - MANTOLOKING TRUST	12/31/2017	29644	35,000.00
CURRENT FUND - MANTOLOKING SUI	12/31/2017	29645	25,000.00
CURRENT FUND - VOID CHECK	12/31/2017	29646	0.00
ANIMAL FUND - NJ DEPT OF HLTH & SR SERVICES	12/29/2017	2511	2.40
PAYROLL FUND - MANTOLOKING CURRENT FUND	12/28/2017	2268	7,111.00
PAYROLL WIRE - DECEMBER 30 2017 PAYROLL	12/29/2017	WIRE	108,597.27
WIRE - J P MORGAN CHASE BANK	12/4/2017	WIRE	77,886.94
CURRENT FUND - MALVASIO, COLLEEN	12/6/2017	29575	258.24
CURRENT FUND - STATE HEALTH BENEFITS	11/20/2017	WIRE	26,577.63
PAYROLL - NOVEMBER 30, 2017 PAYROLL	11/30/2017	WIRE	78,210.69
TOTAL			291,530.77

GRAND TOTAL 595,961.92

P.O. Type: All
Range: First to Last
Format: Condensed

Open: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
16-00262	01/01/16	S0138 SIBILIA CONSTRUCTION SRVS, LLC	AGREEMENT FOR PROF CONTRACT	Open	7,647.50	0.00	B
17-00091	02/02/17	G0078 GREAT AMERICAN LEASING CORP	LEASE OF POSTAGE MACHINE	Open	144.00	0.00	B
17-00672	07/28/17	L0004 LAWYERS DIARY AND MANUAL	RENEWAL 2018 DIARY AND MANUAL	Open	116.00	0.00	
17-00741	08/28/17	F0023 FERGUSON ENTERPRISES, INC.	SEWER SUPPLIES	Open	93.54	0.00	
17-00970	11/20/17	M0027 MGL PRINTING SOLUTIONS	1099 MISC LASER COPY	Open	177.60	0.00	
17-00975	11/27/17	W0008 WESTERN TERMITE & PEST CONTROL	YEARLY PEST CONTROL SERVICE	Open	385.92	0.00	
17-00984	11/28/17	V012 VAN WICKLE AUTO SUPPLY	VEHICLE SUPPLIES	Open	246.98	0.00	
17-01002	11/30/17	J0025 JAEGER LUMBER	POESHA GARAGE DOOR PARTS	Open	355.09	0.00	
17-01003	12/01/17	L0030 LOWES LAR ACCOUNT	POESHA SUPPLIES	Open	313.47	0.00	
17-01018	12/04/17	E0039 EAGLE POINT GUN	EOY Ammunition Order-Police OE	Open	3,897.63	0.00	
17-01019	12/04/17	M0090 MOTOROLA A/C# 1036453158	APX 800 PORTABLE BAND RADIO	Open	7,769.75	0.00	
17-01028	12/07/17	W0059 WB MASON	DECEMBER SUPPLIES (POLICE)	Open	660.73	0.00	
17-01031	12/07/17	A0014 ALLCOMM TECHNOLOGIES, INC	ACCESSORIES FOR XTL2500 INSTAL	Open	382.48	0.00	
17-01038	12/07/17	M0021 MANTOLOKING MUNICIPAL COURT	CREDIT CARD REIMBURSEMENTS	Open	77.08	0.00	
17-01043	12/11/17	N0035 NEW ERA CAR WASH	FULL SERVICE WASH	Open	18.00	0.00	
17-01044	12/11/17	B0080 BROWNELLS, INC.	ACCESSORIES FOR WEAPONS	Open	431.26	0.00	
17-01045	12/11/17	W0061 WALLACE BROTHERS	CONTRACT BALANCE-MUNICIPAL BLD	Open	200,451.65	0.00	B
17-01046	12/11/17	R0005 RED THE UNIFORM TAILOR INC	POLICE UNIFORMS	Open	200.45	0.00	
17-01048	12/12/17	M0056 GENERAL SALES ADMINISTRATION	SUPPLIES	Open	14,870.61	0.00	
17-01051	12/13/17	T0086 THE POLICE & SHERIFFS PRESS	ID CARD	Open	17.49	0.00	
17-01052	12/13/17	C0090 COPI-RITE, INC.	X-TRA COPIES NOV 2017	Open	149.48	0.00	
17-01053	12/13/17	N0004 VERIZON	DEC 2017 TELEPHONE INV - OEM	Open	464.86	0.00	
17-01054	12/13/17	D0076 DAVID BEATON & SONS	2017 SPRING LAUNCH	Open	4,089.90	0.00	
17-01056	12/13/17	A0182 ATLANTIC TACTICAL OF NJ, INC	ELECTRONIC EAR MUFFS	Open	431.88	0.00	
17-01058	12/14/17	R0005 RED THE UNIFORM TAILOR INC	POLICE UNIFORMS	Open	649.97	0.00	
17-01061	12/14/17	W0059 WB MASON	FURNITURE	Open	3,582.28	0.00	
17-01062	12/14/17	W0063 WHITE, MARK Ph.d, A.B.P.P	PSYCHOLOGICAL EVALUATION	Open	620.00	0.00	
17-01063	12/15/17	B0042 BOLLINGER, INC. - DENTAL	JANUARY 2018 DENTAL PREMIUM	Open	1,543.04	0.00	
17-01067	12/15/17	B0001 BEAVER DAM HARDWARE, INC	WINTER SUPPLIES	Open	44.97	0.00	
17-01068	12/15/17	R0005 RED THE UNIFORM TAILOR INC	POLICE UNIFORMS	Open	142.40	0.00	
17-01069	12/15/17	A0182 ATLANTIC TACTICAL OF NJ, INC	SPRINGFIELDS & ACCESSORIES	Open	4,790.65	0.00	
17-01075	12/19/17	M0107 MONTENEGRO, THOMPSON,	MANTOLOKING PLANING BOARD 2017	Open	1,744.17	0.00	
17-01077	12/19/17	J0003 JCP&L	ELECTRIC SERVICE 12-29-2017	Open	76.66	0.00	
17-01078	12/19/17	N0005 NJ NATURAL GAS CO	GAS SERVICE 12-28-2017	Open	357.27	0.00	
17-01079	12/19/17	L0030 LOWES LAR ACCOUNT	SUPPLIES	Open	269.95	0.00	
17-01080	12/19/17	V012 VAN WICKLE AUTO SUPPLY	VEHICLE PARTS	Open	56.43	0.00	
17-01085	12/21/17	T0086 THE POLICE & SHERIFFS PRESS	HOLOVIEW SECURE ID CARDS	Open	17.49	0.00	
17-01086	12/21/17	T0003 TIRE CRAFT, INC	VEHICLE MAINTANENCE	Open	1,416.31	0.00	
17-01087	12/21/17	B0001 BEAVER DAM HARDWARE, INC	POESHA SUPPLIES	Open	19.59	0.00	
17-01088	12/21/17	T0003 TIRE CRAFT, INC	VEHICLE MAINTANENCE	Open	615.62	0.00	
17-01089	12/21/17	V012 VAN WICKLE AUTO SUPPLY	AIR KIT	Open	425.00	0.00	
17-01094	12/22/17	R0005 RED THE UNIFORM TAILOR INC	POLICE UNIFORMS	Open	58.75	0.00	
17-01098	12/27/17	L0030 LOWES LAR ACCOUNT	CARPETS	Open	170.88	0.00	
17-01099	12/28/17	M0152 MILSPRAY	TECYLY SERVICE -COMMERCIAL	Open	925.00	0.00	
17-01101	12/28/17	B0080 BROWNELLS, INC.	THERMAL IMAGER	Open	3,284.14	0.00	
17-01102	12/28/17	B0102 BLAZING VISUALS SIGN SHOP	POLICE UNIFORMS W/ PATCHES	Open	2,150.70	0.00	
17-01105	12/29/17	R0005 RED THE UNIFORM TAILOR INC	POLICE UNIFORMS	Open	179.97	0.00	
18-00002	01/11/18	N0003 NEW JERSEY AMERICAN WATER CO	WATER SERVICE 02-20-2018	Open	47.01	0.00	
18-00003	01/11/18	O0013 OSPREY TECHNOLOGY	MONTHLY WEBSITE MAINTEN DEC	Open	140.00	0.00	
18-00004	01/11/18	J0045 JCP&L - STREET LIGHTING	STREET LIGHTING	Open	802.44	0.00	

PO #	PO Date	Vendor		PO Description	Status	Amount	Void Amount	PO Type
18-00005	01/11/18	D0060	DE LAGE LANDEN	JANUARY 2018 INVOICE	Open	586.20	0.00	
18-00006	01/11/18	J0044	JCP&L - MASTER BILL ACCT	MASTER BILL ACCOUNT	Open	212.21	0.00	
18-00007	01/11/18	C0118	COMCAST - XFINITY	TELEPHONE & INTERNET SERVICE	Open	452.74	0.00	
18-00008	01/11/18	A0053	AFLAC - CV190	AFLAC	Open	750.93	0.00	
18-00009	01/11/18	R0058	REPUBLIC SERVICES	RESIDENTIAL SERVICES 01/2018	Open	11,369.33	0.00	
18-00010	01/11/18	C0090	COPI-RITE, INC.	X-TRA COPIES DEC 2017	Open	191.20	0.00	
18-00012	01/11/18	T0011	TREASURER, STATE OF NEW JERSEY	STATE TRAINGING FEES	Open	2,958.00	0.00	
18-00014	01/12/18	N0003	NEW JERSEY AMERICAN WATER CO	56 HYDRANTS	Open	2,525.60	0.00	
18-00015	01/12/18	M0144	MUSKRAT JACK ANIMAL SERVICES	JAN 2018 ANIMAL CONTROL	Open	300.00	0.00	
18-00016	01/12/18	N0081	NADLER MOBILE LLC	POLICE TRAILER RENTAL JAN 2018	Open	875.00	0.00	
18-00017	01/12/18	M0006	MANTOLOKING YACHT CLUB	TOWN MONTHLY RENTAL JAN 2018	Open	250.00	0.00	
18-00018	01/12/18	R0050	RAJPRIYA, LLC	MONTHLY RENT JAN 2018	Open	3,536.00	0.00	
18-00019	01/12/18	P0071	POINT PLEASANT BEACH	JANUARY 2018 SCH TAXES	Open	12,319.90	0.00	
18-00020	01/12/18	L0061	BOROUGH OF LAVALLETTE	MONTHLY LEASE PAYMENT JAN 2018	Open	580.00	0.00	

Total Purchase Orders: 64 Total P.O. Line Items: 0 Total List Amount: 304,431.15 Total Void Amount: 0.00

Totals by Year-Fund

Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	7-01	65,764.64	0.00	65,764.64	0.00	0.00	65,764.64
	7-14	750.93	0.00	750.93	0.00	0.00	750.93
Year Total:		66,515.57	0.00	66,515.57	0.00	0.00	66,515.57
CURRENT FUND	8-01	29,816.43	0.00	29,816.43	0.00	0.00	29,816.43
GENERAL CAPITAL I	C-04	208,099.15	0.00	208,099.15	0.00	0.00	208,099.15
Total Of All Funds:		304,431.15	0.00	304,431.15	0.00	0.00	304,431.15

Borough Of Mantoloking
340 Drum Point Rd PO. Box 4391
Brick, NJ 08723
4757261

OFFICE OF CONSTRUCTION OFFICIAL

Construction Permit Activity Report

RANGE: 12/01/2017 **To** 12/31/2017

January 02, 2018 11:26:23AM

SUMMARY

CONSTRUCTION COSTS				COUNT	
Cost Of Construction:	$37,100.00	Cubic Footage:	0 Cu.ft	Permit Issued:	2
Cost Of Alteration:	$1,800.00	Square Footage:	0 Sq.ft	Updates Issued:	3
Cost Of Demolition:	$0.00			All Fees Waived:	1
Total Cost:	$38,900.00			Municipal Fees Waived:	0

PERMIT FEES		ADMIN FEES		WAIVED FEES		TOTAL FEES	
Building:	$150.00	Building:	$0.00	Building:	$0.00	Building Fees:	$150.00
Electrical:	$85.00	Electrical:	$0.00	Electrical:	$0.00	Electrical Fees:	$85.00
Fire :	$75.00	Fire :	$0.00	Fire :	$0.00	Fire Fees:	$75.00
Plumbing:	$75.00	Plumbing:	$0.00	Plumbing:	$0.00	Plumbing Fees:	$75.00
Elevator:	$243.00	Elevator:	$0.00	Elevator:	$243.00	Elevator Fees:	$0.00
Mechanical:	$0.00	Mechanical:	$0.00	Mechanical:	$0.00	Mechanical Fees:	$0.00
				* Total Waived:	*$243.00*	Technical Fees:	*$385.00*

DCA	Calculated Fees	Waived Fees	Collected Fees
Volume Training Fee:	$0.00	$0.00	$0.00
Alteration TrainingFee:	$4.00	$0.00	$4.00
DCA Minimum Fee:	$0.00	$0.00	$0.00
Sub total Training Fee:	$4.00	$0.00	*$4.00*

Certificate of Occupancy Fee:	$0.00
Waived Certificate Fees:	$0.00
Sub Total Certificate Fees:	*$0.00*

TECHNICAL ISSUES

Building Technical:	2
Electrical Technical:	1
Fire Protection Technical:	1
Plumbing Technical:	1
Elevator Technical:	1
Mechanical Technical:	

CERTIFICATE ISSUES

Certificate of Occupancy:	1
Certificate of Approval:	7
Certificate of Continued Occupancy:	0

PERMIT FEES:	$385.00
FEES:	$4.00
CERTIFICATE FEES:	$0.00
MIN FEES:	$0.00
NET TOTAL FEES:	*$389.00*
PENALTIES COLLECTED:	$0.00
CCO FEES:	$0.00
OTHER FEES:	$0.00
GRAND TOTAL FEES:	*$389.00*

*** By State law (see N.J.S. 52:27D-126c):**	$243.00
*** By Municipality (see N.J.S. 52:27D-126b):**	$0.00

OFFICE OF CONSTRUCTION OFFICIAL

Brick

Permit Activity Report

Range From 12/01/2017 To 12/31/2017 January 02, 2018 11:26:26AM

'ermit #	Permit Date	Census	Control #	Updates	Description Of Work								
Block & Lot	Costs	Use Group		Bldg	Elec	Fire	Plmb	Elev	Mech	AltFee	CoFee	Cubic Feet	
Work Site		Waived Fees		Badm	Eadm	Fadm	Padm	VAdm	MAdm	VolFee	CcoFee	Square Feet	
Owner Name		Minimum Fees		Btotl	Etotl	Ftotl	Ptotl	Vtotl	Mtotl	DCA Min. TFTotl	CertTotl	Total Fee	
20150106	12/18/2017	101	6106	1	Elevator Inspection								All Fees Wvd.
3 18		$19,800.00	R-5	$0.00	$0.00	$0.00	$0.00	$243.00	$0.00	$0.00	$0.00		0.00
055 Ocean Ave.		$243.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			0.00
1055 Ocean Ave Mantoloking LLC		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00
20160073	12/6/2017	434	6679	1	Fence on top of retaining wall								
3 28		$800.00	R-5	$75.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.00	$0.00		0.00
077 OCEAN		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			0.00
DELLA ROSA, JOSEPH		$0.00		$75.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.00	$0.00		$77.00
20160107	12/19/2017	101	6581	3	Security System								
9 8.02		$17,300.00	R-5	$0.00	$85.00	$75.00	$0.00	$0.00	$0.00	$0.00	$0.00		0.00
530 RUNYON LANE		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			0.00
Peter & Darcy Green		$0.00		$0.00	$85.00	$75.00	$0.00	$0.00	$0.00	$0.00	$0.00		$160.00
20170117	12/14/2017	434	6682	0	Generator relocate platform								
3 8		$500.00	R-5	$75.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.00	$0.00		0.00
55 Barnegat Lane		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			0.00
Goldman, Richard & Joellen		$0.00		$75.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.00	$0.00		$76.00
20170118	12/21/2017	434	6683	0	Water and Sewer Disconnect								
0 10		$500.00	R-5	$0.00	$0.00	$0.00	$75.00	$0.00	$0.00	$1.00	$0.00		0.00
55 South Lagoon Lane		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			0.00
Mike Gang		$0.00		$0.00	$0.00	$0.00	$0.00	$75.00	$0.00	$0.00	$1.00	$0.00	$76.00
Grand Total	$38,900.00	$243.00		$150.00	$85.00	$75.00	$75.00	$0.00	$0.00	$4.00	$0.00		$389.00

PUBLIC WORKS REPORT FOR DECEMBER 2017

Mayor and council

Listed below are the tasks undertaken by DPW during the month of September 2017

1. Picked up Christmas tree and put lights on it for tree lighting.
2. Installed Christmas lights on firehouse and PD headquarters.
3. Finished taking apart Princeton and Albertson walkways and saved.
4. Set up and broke down 2 council meetings.
5. Installed new air lines in DPW garage to meet Peosha requirements.
6. Did maintenance on bulldozers and loader.
7. Installed garage door sensors and signs in DPW garage to meet Peosha requirements.
8. Made brine for streets .
9. Repaired serpentine belt on Mason Dump truck after first snow event. .
10. Prepared for 3 snow storms.
11. Did multiple markouts.
12. Salted and plowed streets after storms.
13. Attended meetings about beach replenishment .
14. Worked with Tim from Jiff on Peosha training classes.
15. Took down Christmas lights and lights on firehouse.
16. Kept records about water in street on Bay Avenue.

Respectfully Submitted,

Scott Hulse

Phone (732) 295-1401

Fax (732) 295-1469

MANTOLOKING POLICE DEPARTMENT

Chief of Police
Stacy S. Ferris

01/04/2018

Mayor & Council

Please accept the following as the monthly report for the Mantoloking Police Department.

Dispatch:

- We responded to 68 calls for service including 11 Agency assists
- 2 warrant arrest, 3 animal complaints & 3 Suspicious vehicle/person calls
- 19 Alarm calls, 1 motor vehicle accident, 1 stolen property & 1 DWI arrest
- 4 first aid calls & 3 Borough Ordinance violations
    - The above is a just some of the calls responded to.

****Special Alerts**:**

- The cold weather is here please winterize your homes if they are not in use or maintain some heat to prevent water pipes from freezing.
- When roads are covered in snow there is NO PARKING on any streets, State or Borough owned. Any vehicle left parked on a road way will be towed at the owners expense!

General information:

- Downer beach walk way will remain closed until the new walkway is finished. The contractor states this will be another 2 to 3 weeks. Princeton is now open to foot traffic; however parking is limited as the contractor is also parking there. Albertson remains as an observation deck only, no beach access.

- Help us Help you! If you are leaving town for the season or on vacation please update your We Care Forms and make sure the police department has the current key for you home. This assists the Fire and Police departments in an emergency.

Contact Information for the police department:

- **732-295-1465 is the 24 hour phone number** to the police department. It is manned by the Ocean County Sheriff's Department. This is for non-emergency calls, for example; animals, parking and noise complaints. **911** is for all emergency calls.
- **732-295-1401** is the inside administration line that is manned from 9 AM to 4 PM, Monday thru Friday. All calls after 4 PM should be directed to 732-295-1465

Fleet Status:

#	Year	Make / Model	Mileage	Mechanical / Logistics	Primary Use	
1900	2017	Ford / Explorer	2,756		Chief	
1901	2011	Chevy / Tahoe	52,303	Unmarked	Fleet / Admin	
1902	2015	Chevy/ Tahoe	53,006	Dash board camera	Patrol	A & B Squad night
1903	2013	Chevy / Silverado	49,473		Parking	
1904	2015	Chevy/Tahoe	47641	Dash board camera	Patrol	A & B Squad day
1905	2016	Chevy / Caprice	32,899	Dash board camera	Patrol	A Afternoons & B Days
1906	2017	Chevy/ Tahoe	17,081	Dash board camera	Patrol	A & B Afternoons
1907	2001	Chevy / Suburban	60,135		Road jobs & Crossing	Road jobs and special assignment
1908	2012	Chevy / Tahoe	97,272	Dash board camera	Patrol	SLEO II day & night
1909	1995	Safe Boat		Saturday & Sunday	Summer	In water May 1st
	2012	2- ATV			Summer	12 PM to 12AM - 7days

Respectfully submitted,

Chief Stacy Ferris

BOROUGH OF MANTOLOKING

OCEAN COUNTY NEW JERSEY

Our temporary mailing address is:

P.O. Box 4391
Brick, New Jersey 08723

Borough Office Main Number
732-475-6983
General Fax:
732-475-7601
www.mantoloking.org

ZONING OFFICE

December 30, 2017

Honorable George C. Nebel, Mayor
Borough of Mantoloking
P.O. Box 4391
340 Drum Point Road
Brick, NJ 08723

RE: Monthly Report from Land Use Officer for December 2017

Dear Mayor Nebel:

Please accept this letter on behalf of the Zoning Office with regard to the above referenced matter. Attached you will find a Summary and Spreadsheet detailing the applications reviewed, approved, and/ or denied by this office during the month of December 2017.

Should you have any questions or require additional information, please do not hesitate to contact this office immediately.

Very truly yours,

Barbara Allen Woolley-Dillon

Barbara Allen Woolley-Dillon, PP, AICP
Land Use Officer

BWD/cm

cc: Beverly A. Konopada – *Borough Clerk (w/ encl.)*
Scott E. Loftus – *Deputy Zoning Official (w/ encl.)*
Larry Plevier, PE, CME (Hatch Mott MacDonald) – *Borough Engineer (w/ encl.)*
Robert Mainberger, PE (Hatch Mott MacDonald) – *Flood Plain Manager (w/ encl.) via email*
Members of the Planning Board *(w/ encl.)*

BOROUGH OF MANTOLOKING

OCEAN COUNTY NEW JERSEY

Our temporary mailing address is:

P.O. Box 4391
Brick, New Jersey 08723

Borough Office Main Number
732-475-6983
General Fax:
732-475-7601
www.mantoloking.org

SUMMARY OF MONTHLY ACTIVITY – DECEMBER 2017

Item	*Monthly Totals*			*Annual Cumulative Total*	
	Recv'd	*Apprv'd*	*Denied*	*Reviewed*	*Approved*
Total Permits Reviewed	*15*	*4*	*11*	*287*	*211*
General					
Garages/Accessory Building (Structure)	0	0	0	2	1
New Homes	1	0	1	19	9
Additions	1	0	1	6	1
Temporary Relocations/Raises	0	0	0	3	3
Miscellaneous	0	0	0	6	5
Garage Sales	0	0	0	8	8
Tents	0	0	0	13	13
Decks	3	0	3	36	17
A/C Units & Generators	1	0	1	23	14
Fences	4	2	2	34	23
Pools	3	1	2	24	11
Hardscape	1	0	1	14	7
Flagpole	0	0	0	0	0
Sheds	0	0	0	0	0
Dumpsters	1	1	0	43	43
Portable Sanitary Facility	0	0	0	35	35
PODS	0	0	0	3	3
Construction Trailers	0	0	0	12	12
Permits Approved	**15**	**4**	**11**	**281**	**205**
SWMP	0	0	0	6	6

Additional Comments:

Any Zoning Approvals involving resubmissions for some properties are shown on the Zoning Report. These are noted with a double asterisk in the chart.

Zoning Report for the Borough of Mantoloking

Blk	Lot(s)	Property Owner	Address	Date Rec'd	Action	Date of Action	Permit No.	Comments	Type of Permit														
									General	SWMP	Deck	Fence	Pool	A/C	Hardscape	Flagpole	Garage Sale	Dumpster	Port. Sanit.	Shed	Tent	Trailer	PODS
40	8.01	Commette	1519 Runyon Lane	11/29/17	Denied	12/7/17	Z-17-025	Addition (Elevator)	1														
19	1	Snyder	219 Channel Lane	12/6/17	Denied	12/19/17	Z-17-026	New Home	1														
4	8	Rassakis	991 East Avenue	12/4/15	Denied	12/7/15	DK-17-025	Deck			1												
19	1	Snyder	219 Channel Lane	12/6/17	Denied	12/19/17	DK-17-027	Deck			1												
4	8	Rassakis	991 East Avenue	12/12/17	Denied	12/27/17	DK-17-025	Deck			1												
22	41	Ponzini	1098 Barnegat Lane	11/30/17	Denied	12/13/17	F-17-030	Fence				1											
5	5	Schreyer	1007 Ocean Avenue	12/11/17	Approved	12/19/17	F-17-031	Fence				1											
40	4	Zloto	1513 Runyon Lane	12/4/17	Denied	12/13/17	F-17-032	Fence				1											
22	41	Ponzini	1098 Barnegat Lane	12/14/17	Approved	12/19/17	F-17-030	Fence				1											
22	41	Ponzini	1098 Barnegat Lane	11/30/17	Denied	12/13/17	PL-17-013	Pool					1										
40	4	Zloto	1513 Runyon Lane	12/4/17	Denied	12/13/17	PL-17-014	Pool					1										
22	41	Ponzini	1098 Barnegat Lane	12/14/17	Approved	12/19/17	PL-17-013	Pool					1										
19	1	Snyder	219 Channel Lane	12/6/17	Denied	12/19/17	AC-17-021	Air Conditioner						1									
40	4	Zloto	1513 Runyon Lane	12/4/17	Denied	12/13/17	H-17-011	Hardscape							1								
40	4	Zloto	1513 Runyon Lane	12/4/17	Approved	12/13/17	D-17-042	Dumpster										1					
								Totals	2	0	3	4	3	1	1	0	0	1	0	0	0	0	0

** Resubmission
Month of December 2017

Mantoloking Municipal Court
PO Box 4391
Brick, NJ 08723
1-732-475-7398

James A. Liguori
Municipal Court Judge

Elizabeth L. Boettger
Court Administrator

TO: Mayor Nebel
Chief Ferris
B Konopada, B Clerk

Court Activity for the Month of December 2017

CRIMINAL COMPLAINTS FILED		TRAFFIC COMPLAINTS FILED	
Indictable Offenses	0	Driving Under the Influence	1
Disorderly Persons	0	Traffic (Moving)	29
Special Complaints/	3	Parking	0

Tickets issued in the month of Dec 33

COMPARISON OF COURT RECEIPTS

	TO BOROUGH	TO ALL AGENCIES
2017 year to date receipts—TOTAL	$33,786.48	$61,681.00
2016 year to date receipts—TOTAL	$44,126.08	$78,684.10
Difference Total Receipts Payable	-$10,339.60	-$17,003.10

RECEIPT COMPARISON 2017

MONEY DISTRUBUTED TO THE BOROUGH OF MANTOLOKING

	JAN.	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
BORO FINES & COSTS	$1,824.50	$3,112.13	$1,569.88	$3,448.28	$1,812.13	$5,333.00	$2,528.00	$3,617.00	$3,448.50	$1,904.50	$2,058.00	$1,207.50	$31,863.42
CONTEMPT OF COURT	$0.00	$1.00	$0.00	$50.00	$0.00	$50.00	$124.00	$50.00	$200.00	$100.00	$50.00	$50.00	$675.00
PUBLIC DEFENDER	$200.00	$0.00	$35.00	$200.00	$73.50	$200.00	$131.50	$72.50	$200.00	$0.00	$65.50	$0.00	$1,178.00
GENERAL FEE	$0.00	$0.00	$0.00	$0.00	$0.00	$5.00	$0.00	$44.00	$14.00	$0.00	$0.00	$0.00	$63.00
SPINAL MUNICIPAL	$0.30	$0.44	$0.32	$0.00	$0.64	$0.62	$0.96	$1.16	$1.08	$0.58	$0.52	$0.44	$7.06
INTEREST GENERAL ACC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
INTEREST BAIL ACCT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
STATE INSPECTION REBATE 8-1		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
POAA***-FTA	$8.00	$6.00	$4.00	$0.00	$0.00	$2.00	$0.00	$8.00	$10.00	$8.00	$10.00	$0.00	$56.00
OVERPAYMENTS***	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18.00	($17.00)	$14.00	($14.00)	$5.00	($4.00)	$2.00

***POAA IS A FUND AND IS NOT INCLUDED IN THE TOTAL PAID TO BOROUGH AMT *** OP'S ARE LISTED FOR AUDITING PURPOSES ONLY - NOT IN TOTAL

TOTAL PAID 2017	**$2,024.80**	**$3,113.57**	**$1,605.20**	**$3,698.28**	**$1,886.27**	**$5,588.62**	**$2,784.46**	**$3,784.66**	**$3,863.58**	**$2,005.08**	**$2,174.02**	**$1,257.94**	**$33,786.48**
TOTAL PAID 2016	$1,769.30	$1,632.82	$3,317.28	$2,027.45	$795.72	$2,648.97	$6,520.87	$9,041.48	$7,639.88	$3,700.05	$2,794.58	$2,237.68	$44,126.08
TOTAL PAID 2015	$1,496.84	$1,578.43	$1,539.24	$1,291.22	$2,303.18	$4,052.52	$4,581.20	$6,495.56	$7,184.82	$2,574.62	$2,676.14	$2,837.88	$38,611.65
TOTAL PAID 2014	$2,943.43	$4,538.88	$2,806.72	$3,562.47	$1,838.18	$6,874.24	$5,233.48	$6,670.86	$3,515.64	$4,399.74	$1,767.43	$1,324.82	$45,475.89
TOTAL PAID 2013	$3,047.94	$4,681.52	$6,098.70	$4,397.48	$4,634.16	$2,954.23	$6,204.70	$8,590.31	$5,158.95	$3,763.00	$4,583.33	$4,022.42	$58,136.74
TOTAL PAID 2012	$3,376.26	$3,040.37	$5,245.15	$3,152.38	$4,063.39	$4,834.77	$5,842.37	$8,154.11	$7,889.15	$5,691.92	$2,286.25	$1,821.05	$55,397.17
TOTAL PAID 2011	$3,215.69	$3,822.29	$6,196.02	$3,052.73	$4,700.11	$6,355.73	$9,415.30	$8,965.12	$5,220.30	$4,397.67	$2,809.42	$2,781.97	$60,932.35
TOTAL PAID 2010	$5,142.25	$5,160.17	$4,340.50	$4,098.09	$4,783.16	$4,013.34	$6,419.24	$9,455.31	$7,404.02	$6,183.66	$4,145.36	$3,601.82	$64,746.92
TOTAL PAID 2009	$4,962.43	$6,954.24	$4,737.06	$3,341.90	$5,716.81	$7,701.70	$10,725.24	$9,631.36	$9,586.15	$6,542.74	$2,977.25	$3,411.90	$76,288.78
TOTAL PAID 2008	$8,973.87	$5,200.85	$4,993.47	$4,321.86	$8,525.49	$6,245.79	$15,051.82	$10,822.69	$8,531.37	$7,922.76	$4,664.86	$4,082.82	$89,337.65
TOTAL PAID 2007	$7,227.88	$4,154.42	$8,348.85	$5,283.44	$7,267.55	$11,485.88	$8,080.23	$10,841.73	$8,632.30	$8,676.13	$6,382.00	$4,915.91	$91,296.32
TOTAL PAID 2006	$8,288.89	$7,001.25	$5,039.01	$5,860.42	$5,308.56	$5,760.39	$8,474.38	$12,535.01	$7,430.51	$7,889.29	$6,845.13	$5,863.41	$86,296.25
TOTAL PAID 2005	$1,563.34	$4,476.03	$2,875.83	$5,620.60	$5,843.06	$5,949.82	$5,064.38	$10,971.10	$10,485.97	$11,554.70	$7,119.27	$10,836.36	$82,360.46
2017/2016 DIFF	$255.50	$1,480.75	($1,712.08)	$1,670.83	$1,090.55	$2,939.65	($3,736.41)	($5,256.82)	($3,776.30)	($1,694.97)	($620.56)	($979.74)	($10,339.60)
MONEY DISBURSED TO THE COUNTY													
COUNTY SPLIT	**$849.50**	**$2,427.00**	**$827.50**	**$2,626.00**	**$1,027.50**	**$788.50**	**$1,169.00**	**$1,559.50**	**$1,555.50**	**$1,073.00**	**$781.00**	**$524.50**	**$15,208.50**
MONEY DISBURSED TO THE STATE													
TRAFFIC SIGN	$0.00	$0.00	$50.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50.00	$50.00	$0.00	$0.00	$150.00
FINES	$226.00	$0.00	$0.00	$100.00	$100.00	$0.00	$0.00	$0.00	$200.00	$0.00	$100.00	$0.00	$726.00
INSPECTION VIOLATIONS	$0.00	$0.00	$0.00	$300.00	$100.00	$0.00	$0.00	$0.00	$0.00	$0.00	$100.00	$100.00	$600.00
EMTTF	$7.50	$9.00	$8.00	$21.00	$16.50	$16.00	$24.00	$28.00	$26.50	$14.50	$13.00	$11.00	$195.00
BODY ARMOR	$15.00	$23.00	$16.00	$39.00	$32.00	$31.00	$48.00	$58.00	$54.00	$29.00	$26.00	$22.00	$393.00
DNA TESTING 12/21/03	$30.00	$44.00	$32.00	$78.00	$64.00	$62.00	$96.00	$116.00	$108.00	$58.00	$52.00	$44.00	$784.00
MARINE POLICE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CELL PHONE	$0.00	$0.00	$0.00	$0.00	$397.00	$100.00	$100.00	$0.00	$100.00	$0.00	$0.00	$0.00	$697.00

SPINAL RESEARCH	$14.70	$21.56	$15.68	$38.22	$31.36	$30.38	$47.04	$56.84	$52.92	$28.42	$25.48	$21.56	$384.16
DRUG EDUCATION	$0.00	$50.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50.00
DOM. VIOLENCE SC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
POAA-SUSPENSION	$0.00	$0.00	$3.00	$0.00	$0.00	$0.00	$3.00	$0.00	$3.00	$0.00	$3.00	$0.00	$12.00
UNINSURED MOTORIST	$25.00	$0.00	$0.00	$25.00	$25.00	$25.00	$50.00	$50.00	$100.00	$100.00	$25.00	$25.00	$450.00
AUTISM 2/2004	$15.00	$23.00	$16.00	$39.00	$32.00	$31.00	$48.00	$58.00	$53.50	$29.00	$26.00	$22.00	$392.50
BRAIN INJURY 6/30/04	$15.00	$23.00	$16.00	$38.00	$32.00	$31.00	$48.00	$58.00	$53.00	$29.00	$26.00	$22.00	$391.00
UNSAFE DRIVING 7/1/200	$300.00	$252.00	$0.00	$0.00	$19.50	$294.50	$20.00	$320.00	$20.00	$270.00	$70.00	$70.00	$1,636.00
DWI-GENERAL FUND	$37.50	$57.62	$17.37	$12.50	$23.62	$0.00	$37.50	$0.00	$9.00	$25.00	$37.50	$0.00	$257.61
DWI ENFORCEMENT	$75.00	$115.25	$34.75	$25.00	$47.25	$0.00	$75.00	$0.00	$18.00	$50.00	$75.00	$0.00	$515.25
TOTAL PAID TO STATE	**$760.70**	**$618.43**	**$208.80**	**$715.72**	**$920.23**	**$620.88**	**$596.54**	**$744.84**	**$847.92**	**$682.92**	**$578.98**	**$337.56**	**$7,633.52**
MONEY DISBURSED TO MISC. AGENCIES													
ATS	$80.00	$100.00	$85.00	$207.00	$165.00	$165.00	$265.00	$320.00	$310.00	$160.00	$145.00	$125.00	$2,127.00
VCCB	$0.00	$100.00	$0.00	$50.00	$0.00	$0.00	$30.00	$50.00	$0.00	$0.00	$50.00	$0.00	$280.00
DEDR	$0.00	$112.00	$0.00	$0.00	$200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$312.00
COUNTY LAB	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SN	$0.00	$150.00	$30.50	$39.00	$36.00	$0.00	$0.00	$75.00	$0.00	$0.00	$75.00	$0.00	$405.50
WEB FEES - INTERNET P/	$44.00	$39.00	$48.00	$63.00	$46.00	$51.00	$63.00	$72.00	$69.00	$44.00	$48.00	$45.00	$632.00
PED SAFETY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CONDITIONAL DISCHARG	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
RESTITUTION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
STATE LAB	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SPCA TO BORO	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FISH & GAME	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$130.00	$600.00	$290.00	$120.00	$0.00	$100.00	$1,240.00
TOTAL PAID TO MISC AG	$124.00	$501.00	$163.50	$359.00	$447.00	$216.00	$488.00	$1,117.00	$669.00	$324.00	$318.00	$270.00	**$4,996.50**
TOTAL REC 2017	**$3,767.00**	**$6,666.00**	**$2,809.00**	**$7,399.00**	**$4,281.00**	**$7,216.00**	**$5,038.00**	**$7,214.00**	**$6,946.00**	**$4,093.00**	**$3,862.00**	**$2,390.00**	**$61,681.00**
TOTAL RECEIPTS 2016	$4,006.00	$3,190.00	$6,292.00	$4,694.10	$1,533.00	$4,702.00	$11,381.00	$14,670.00	$11,950.00	$5,297.00	$5,670.00	$5,299.00	$78,684.10
TOTAL RECEIPTS 2015	$3,730.00	$3,155.00	$3,516.00	$3,182.00	$5,363.90	$8,420.17	$8,194.00	$11,485.00	$14,284.00	$5,524.22	$5,412.00	$5,464.00	$77,730.29
TOTAL RECEIPTS 2014	$7,556.00	$8,661.00	$6,202.00	$8,044.00	$3,794.00	$12,779.00	$9,341.00	$12,057.00	$6,769.00	$7,985.00	$3,305.00	$3,550.00	$90,043.00
TOTAL RECEIPTS 2013	$5,450.00	$8,257.00	$10,896.00	$8,807.00	$8,323.50	$6,304.00	$12,630.00	$16,019.00	$9,214.00	$6,572.00	$10,175.00	$8,505.00	$111,152.50
TOTAL RECEIPTS 2012	$6,607.99	$5,989.28	$8,841.68	$6,490.07	$6,915.64	$10,267.16	$11,533.50	$14,224.24	$15,093.15	$9,880.60	$4,601.05	$3,670.74	$104,115.10
TOTAL RECEIPTS 2011	$6,128.00	$6,592.26	$11,264.30	$6,096.55	$8,737.27	$11,074.07	$16,619.42	$16,260.74	$9,687.64	$8,877.42	$5,783.74	$5,438.10	$112,559.51
TOTAL RECEIPT 2010	$9,126.17	$8,758.84	$8,655.07	$7,577.63	$8,757.16	$8,004.42	$11,469.91	$18,302.09	$13,802.82	$11,259.39	$8,183.95	$7,888.12	$121,785.57
TOTAL RECEIPT 2009	$9,861.26	$11,841.17	$9,539.14	$6,871.38	$11,831.80	$14,153.00	$18,112.00	$14,226.30	$16,558.61	$13,373.06	$5,480.31	$7,282.57	$139,130.60
TOTAL RECEIPTS 2008	$16,552.59	$10,148.62	$8,757.30	$9,039.34	$19,624.38	$12,833.73	$29,519.47	$19,613.66	$16,675.26	$14,091.03	$9,516.21	$8,177.09	$174,548.68
TOTAL RECEIPTS 2007	$13,691.95	$8,773.00	$14,605.35	$10,205.38	$11,479.39	$21,660.00	$16,507.99	$20,530.92	$15,650.76	$15,889.47	$12,538.00	$10,259.17	$171,791.38
TOTAL RECEIPTS 2006	$16,084.89	$15,122.71	$10,996.74	$12,961.44	$10,833.56	$10,411.73	$17,058.21	$24,641.84	$14,034.55	$14,285.79	$12,397.51	$12,710.00	$171,538.97
TOTAL RECEIPTS 2005	$2,643.00	$9,693.00	$6,154.00	$12,798.00	$12,575.00	$11,850.00	$11,670.50	$21,503.95	$20,670.00	$23,213.00	$15,285.00	$19,696.00	$167,751.45
DIFFERENCE/ALL 2017-20	($239.00)	$3,476.00	($3,483.00)	$2,704.90	$2,748.00	$2,514.00	($6,343.00)	($7,456.00)	($5,004.00)	($1,204.00)	($1,808.00)	($2,909.00)	($17,003.10)

MANTOLOKING
2017 ACTIVITY REPORT
COMPLAINTS FILED COMPARISON

CRIMINAL OFFENSES TRAFFIC OFFENSES

	INDICTABLE OFFENSES	DISORDERLY PERSONS	BOROUGH ORDINANCES	DWI TICKETS	TRAFFIC TICKETS	PARKING TICKETS	MONTHLY TOTALS
January	0	2	0	0	16	1	19
February	1	2	0	1	18	1	23
March	0	0	0	0	24	3	27
April	0	0	0	0	46	0	46
May	2	0	10	0	24	7	43
June	0	1	12	2	35	17	67
July	0	3	6	0	34	46	89
August	0	2	6	1	35	36	80
September	0	0	13	0	14	12	39
October	1	2	0	0	11	11	25
November	0	0	2	0	30	8	40
December	0	0	3	1	29	0	33
TOTAL 2017	**4**	**12**	**52**	**5**	**316**	**142**	**531**
TOTAL 2016	11	10	35	11	332	540	939
TOTAL 2015	1	11	30	19	460	310	831
TOTAL 2014	10	20	22	11	394	241	698
TOTAL 2013	2	56	75	21	743	486	1383
TOTAL 2012	24	31	44	14	574	287	974
TOTAL 2011	31	27	55	20	706	180	1019
TOTAL 2010	6	11	79	21	636	210	963
TOTAL 2009	6	25	147	22	643	228	1071
TOTAL 2008	11	24	65	19	923	277	1319
TOTAL 2007	72	24	64	39	901	241	1341
TOTAL 2006	4	23	53	46	783	326	1235
TOTAL 2005	6	18	43	53	1002	279	1401
TOTAL 2004	4	11	36	32	696	228	1007
TOTAL 2003	2	21	48	17	588	198	874
TOTAL 2002	9	13	48	13	478	182	743
TOTAL 2001	1	10	25	13	569	269	887
TOTAL 2000	2	16	37	22	700	249	1026
TOTAL 1999	4	13	64	42	1119	356	1598
TOTAL 1998	7	9	130	29	811	475	1461