NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

July 15, 2016

Via UPS and EMAIL
William Mayer, Esq
DeCotiis, FitzPatrick & Cole, LLP
500 Frank W. Burr Boulevard
Teaneck, NJ 07666

RE: Borough of Tuckerton
Neighborhood Community Revitalization
Program D & I Loan ("NCR Loan")
P#39564/P#41651

Dear Mr. Mayer:

Enclosed is a complete set of fully executed NCR loan closing documents regarding the above referenced matter for your records. Please consider this **NOTICE TO PROCEED** with the project.

Sal Bartolotta (609-858-6056 or sbartolotta@njeda.com) has been assigned as the next member of the EDA team. He is available to answer any questions you may have regarding the Loan, the disbursement of the Loan proceeds, or reporting requirements.

It has been a pleasure to work with you, and I wish the Borough of Tuckerton great success in its endeavors.

Sincerely,

Alice Catapano /s/

Alice Catapano
Program Manager, Closing Services

Enclosures
cc: Jenny Gleghorn, Borough Clerk via email – jgleghorn@TuckertonBorough.com
Chris Connors via email – cconnors@dmmlawfirm.com
Allison Iannaccone via email – aiannaccone@owenlittle.com
Anita Warrington via email – awarrington@decotiislaw.com
Sal Bartolotta, Sr. Program Officer via email – sbartolotta@njeda.com

STRONGER NEW JERSEY NEIGHBORHOOD COMMUNITY REVITALIZATION PROGRAM DEVELOPMENT AND PUBLIC IMPROVEMENT ("NCR D&I")

SUBRECIPIENT AGREEMENT

This Subrecipient Agreement ("Agreement") is entered into by and between **BOROUGH OF TUCKERTON**, a municipality duly created and validly existing under the Constitution and laws of the State of New Jersey ("Subrecipient"), having its principal offices at 140 East Main Street, Tuckerton, New Jersey 08087, and the **NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY** (the "Authority"), a public body corporate and politic organized and existing under the authority of NJSA 34:1B-1 et seq. having its offices at 36 West State Street, PO Box 990, Trenton, New Jersey 08625-0990. Subrecipient and the Authority may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party."

I. GENERAL DEFINITIONS

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

"Activity" means any project, program or portion thereof that receives financial assistance under this Agreement. All activities must be eligible under the New Jersey Department of Community Affairs' Community Development Block Grant Disaster Recovery ("CDBG-DR") program or have received a waiver, meet a national objective, and address a direct or indirect impact from the disaster.

"Action Plan" means the CDBG-DR Action Plan under the Disaster Relief Appropriations Act of 2013, as submitted to the US Department of Housing and Urban Development ("HUD") and approved on April 29, 2013 (including amendments thereto).

"CDBG" means a grant guided by Title I of the Housing and Community Development Act of 1974, as amended and those regulations set forth in 24 CFR Part 570, Subpart I, as may be amended from time to time and all other applicable Federal and State regulations and laws and assurances signed by the New Jersey Department of Community Affairs ("Recipient" or "DCA") the time the Recipient's Application was submitted.

"Contractor" means a third-party firm retained/engaged by Subrecipient and paid with CDBG-DR funds in return for a specific service (e.g. construction or professional services)

"Draw Down" means the process of requesting and receiving CDBG-DR funds.

"Eligible Costs" means costs for the activities specified in this Agreement for which Loan funds are budgeted, provided that such costs (i) are incurred in connection with any activity which is eligible under the Disaster Relief Appropriations Act of 2013 (PL 113-2) and Title I of the Housing and Community Development Act of 1974, and (ii) conform to the requirements of Attachment A Office of Management and Budget Circular A-87 (Cost Principles Applicable to Grants and Contracts with State and Local Government), as may be amended from time to time. For purposes of this Agreement, Eligible Costs shall also comply with the eligible costs set forth in the Stronger New Jersey Neighborhood Community Revitalization Program ("NCR") Guidelines for the Development and Public Improvement Program ("D&I"). "Eligible Costs" may also include costs incurred on or after the date of Superstorm Sandy and before the date of application November 13, 2013, provided that such costs were incurred within one year of Superstorm Sandy and are otherwise eligible pursuant to the CDBG-DR funding requirements, as outlined in the HUD Notice CPD-13-05.

"Entity" means a municipal corporation of the State of New Jersey.

"Expended" means funds have been drawn from HUD, received by Subrecipient, and Eligible Costs for which funds were drawn have been paid.

"Loan" means the loan of fund under this Agreement evidenced by the Subrecipient Note

"Loan Funds" means those funds to be provided by the Authority to Subrecipient pursuant to the terms of this Agreement.

"HUD" means the U.S. Department of Housing and Urban Development

"Participating Party" means the entity that is the beneficiary of the CDBG-DR funds awarded.

"Proceedings" means the Subrecipient's resolution authorizing the Loan.

"Project" means the activities described in Section II (D) of this Agreement, which are to be carried out to meet the objectives of the CDBG-DR Program.

"Subrecipient Note" means the NCR D&I Loan Promissory Note issued by the Subrecipient to evidence its payment obligations under this Agreement.

"Subrecipient Enabling Act" means the "Local Bond Law", constituting Chapter 169 of the Pamphlet Laws of 1960 of the State (codified at N.J.S.A. 40A:2-1 et seq.), as the same may from time to time be amended and supplemented, and the "Local Budget Law", P.L. 1960, c. 169, as amended (N.J.S.A. 40A:4-1 et seq.).

II. SCOPE OF AGREEMENT

A. Loan

Subject to the terms and conditions of this Agreement, the Authority agrees to loan to Subrecipient HUD CDBG-DR funds in the amount not to exceed **ONE MILLION FOUR HUNDRED NINETY-EIGHT THOUSAND EIGHT HUNDRED NINETY-SIX and 39/100 DOLLARS ($1,498,896.39)** (the "Loan Funds") for the purpose of funding the Project. The Authority is funding this Project under its D&I Program, which is part of its NCR Program, and in accordance with D&I and NCR guidelines, as they may be amended from time to time (collectively the "Guidelines") and in accordance with the Authority's Board approval given on June 10, 2014 ("Approval Date"). **The Authority's obligation to disburse the Loan Funds is contingent on its receipt of funds from the DCA and HUD.** The Loan Funds will be disbursed as reimbursements for documented and approved Eligible Costs, up to the amount of the award of Loan Funds. The payment obligations of Subrecipient created under this Agreement and the obligations to pay the principal of and other obligations due under the Subrecipient Note are each direct, general, irrevocable and unconditional obligations of the Subrecipient payable from any source legally available to the Subrecipient, including, without limitation, the general tax revenues of the Subrecipient, and the Subrecipient shall, if necessary, levy ad valorem taxes upon all the taxable property with the Subrecipient for the payment of such obligations, without limitation as to rate or amount.

The Loan shall be evidenced by a Subrecipient Note substantially in the form attached as **Exhibit A** (the "Subrecipient Note"). The Loan shall be repaid over a term of **thirty (30) years** as provided in the

Subrecipient Note and shall bear zero percent (0%) interest on the unpaid principal balance for twenty-four (24) months from the date of the initial disbursement, and thereafter shall bear interest on the unpaid principal balance beginning on the first day of month twenty-five (25) from the date of the initial disbursement until payment in full of the entire outstanding principal amount and for the next eight (8) years thereafter, at a rate of **one and fifteen hundredth percent (1.15%)**. The interest rate shall reset at the end of each 10-year anniversary to a fixed rate of interest of the five-year US Treasury Rate, then in effect. Interest charges shall be computed on the basis of a 360-day year, counting the actual number of days elapsed.

The Loan shall have a twenty-four (24) month payment moratorium from the date of the initial disbursement.

Twenty five percent (25%) of the Loan shall be forgiven upon the Project completion and issuance of a permanent Certificate of Occupancy.

It is specifically understood that any Loan Funds already disbursed, together with all interest accrued thereon at the rate hereinabove immediately become due and payable in full if the Subrecipient is in default under Section IX hereof.

B. Implementation of Agreement

Subrecipient' s rights and obligations under this Agreement are as a subrecipient as set forth in Responsibility for Grant Administration, 24 CFR 570.489. Subrecipient is responsible for complying with said regulations and for completing the Project in a manner satisfactory to the Authority, DCA and HUD and consistent with any applicable guidelines and standards that may be required as a condition of the Authority's providing the Loan Funds, including but not limited to all applicable CDBG-DR Program administration and compliance requirements.

C. Goals and Objectives

The Activities funded by this Agreement are expected to assist in the execution of the CDBG-DR Program, specifically the NCR D&I Program, in the within the territorial boundaries of Subrecipient which has been adversely affected by Superstorm Sandy. The Activities funded by this Agreement are expected to restore, create, and/or enhance the recovery capacity of Subrecipient. Such Activities are described in more detail in Section D below. Specific Activities to be funded by Subrecipient under this Agreement are detailed in **Appendix A.**

D. The Program

1. Eligible Activities

Subrecipient shall use the Loan Funds solely for the Eligible Costs at 420 East Main Street (Block 63, Lot 7.01), Tuckerton, New Jersey ("Project Site") identified in the Guidelines and in accordance with the "Budget" and provisions set forth in Sections 2 and 4 below. Any change from the proposed Project must be approved by the Authority and may, in the sole discretion of the Authority, require a re-evaluation of the Project by the New Jersey Department of Environmental Protection ("NJDEP").

The Project shall be completed by Subrecipient by June 1, 2017, in accordance with the regulations and limitations of the NCR Program, as defined by all current, pending and future applicable Action Plans, and/or program description and Guidelines and/or amendment(s) thereto. Any changes and/or modifications to the amount in any of the Activity/Item categories set forth in the "Budget" must be approved by the Authority.

2. Budget

The total "Project Budget" for the activities required under this Agreement are outlined in **Appendix A** attached hereto and made a part hereof.

3. Performance Requirements

Subrecipient must complete all Activities of the Project, expending one hundred percent (100%) of allocated funds, no later than June 1, 2017. All Loan Funds not Expended by June 1, 2017 shall be subject to recapture by the Authority.

Subrecipient agrees to use best efforts to comply with intermediate benchmarks in accordance with the approved project schedule, attached hereto as **Appendix B**:

4. Eligible Costs

Subrecipient shall receive and use Loan Funds for Eligible Costs which are related to the approved Activities described under Budget above and in **Appendix A**. All costs must (i) be reasonable, necessary and eligible according to Disaster Relief Appropriations Act of 2013 (PL 113-2) and Title I of the Housing and Community Development Act of 1974, and (ii) conform to the requirements of Attachment A of Office of Management and Budget Circular A-87 (Cost Principles Applicable to Grants and Contracts with State and Local Government).

5. Cost Control

Subrecipient agrees to take any and all necessary actions to control expenses associated with this Loan award. Subrecipient shall review all invoices and determine them to be reasonable, necessary and eligible prior to submission to the Authority for payment.

6. Assurances

Subrecipient agrees to comply with all applicable federal CDBG, Disaster Recovery, and cross-cutting statutes and regulations as more fully detailed in **Appendix D**, Statement of Assurances, 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 (CDBG) Disaster Recovery Funds in Response to Hurricane Sandy.

7. Duplication of Benefits

The Authority and the DCA will complete a duplication of benefits ("DOB") analysis specific to each parcel of real property that is part of the Project, as set forth in attached **Appendix E**. Subrecipient shall provide support in collecting and verifying the data needed for this analysis. Subrecipient cannot have a duplication of benefits where the compensation received from multiple sources exceeds the cost of the project. The amount of the duplication is the payment received in excess of need. Subrecipient agrees that, in the event of a duplication of benefits in connection with the Project, it shall repay such amount to the Authority. Subrecipient represents that it has, contemporaneously with the closing of this Loan, signed the Subrogation and Assignment Agreement attached as **Appendix F**, whereunder the Subrecipient has agreed to assign all rights to any such funds which would cause a duplication of benefits received or that may be received in the future to the Authority. Subrecipient also acknowledges and agrees that all Participating Parties who are beneficiaries of this Agreement must execute such a subrogation agreement and that it shall deliver such properly executed subrogation agreements to the Authority as a condition to closing this Loan.

8. Cooperation with the Authority, DCA and HUD

Subrecipient hereby binds itself, certifies, and assures that it will comply, and will cause all Participating Parties who are beneficiaries of this Agreement to comply, with all federal, State, and local regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of State and federal funds. The Parties expressly acknowledge that the matters which are the subject of this Agreement are under the CDBG-DR Program administered by HUD, which by its emergency nature is subject to ongoing modification and clarifications. The Subrecipient' s obligations under this Agreement are subject to compliance with applicable statutes and regulations of the CDBG-DR Program, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD. Subrecipient agrees that in connection with its rights and obligations under the Agreement, it shall cooperate with the Authority, DCA and HUD regarding the administration and audit of the Project, including compliance with various operating and reporting procedures which may hereinafter be promulgated by the Authority, DCA and/or HUD and which are set forth in **Appendix K**, **Appendix L** and **Appendix N**.

9. National Objective

With respect to the Subrecipient, the funds provided under this Agreement are required to meet a national objective. It has been determined that the Project meets the national objective of "Urgent Need". Subrecipient agrees to maintain its records relating to job creation and retention for five (5) years after the termination of this Agreement.

E. Contract Monitor/Performance Measures

The contract monitor for the Authority on this Agreement is the Chief Executive Officer of the Authority, or his/her designee. The performance measures for this Agreement shall include the successful performance and completion of Subrecipient's obligations as provided in this Agreement and any Appendices and attachments. Additionally, the Authority and any of its agents shall have the right to make on-site inspections of the Project to ensure compliance with the Subrecipient's obligations under this Agreement. Subrecipient shall provide access to inspect the Project as set forth in **Appendix P**. Subrecipient shall submit to the Authority, on a schedule and dates to be provided by the Authority, a report of Project progress in a format provided in **Appendix C**. Reporting requirements may require Subrecipient where applicable, to obtain data from third parties (i.e. persons that receive Loan Funds or other beneficiaries of the program(s), including sub-subrecipients, grantees, Contractors and/or borrowers funded under this Agreement, tenants/operators/users of or Participating Parties that own facilities or equipment acquired or improved with Loan Funds provided under this Agreement). It shall be the Subrecipient's obligation to implement any contractual arrangements it may need for use of, and access to, such data. Minimum reporting requirements are set forth in **Appendix C**. Failure to submit reports and/or other documents as required by this Agreement in a timely manner will constitute an Event of Default under Section IX hereof and may result in a suspension of the Loan and the reimbursement of all Loan Funds provided under this Agreement.

Jobs Reports: If applicable, every six (6) months during the term of this Agreement, Subrecipient shall report to the Authority using the Job Reporting Worksheet, attached as **Appendix G**, on the creation and retention of jobs at Subrecipient's business, including the types of jobs, the total number of jobs, whether the jobs are permanent, temporary or seasonal, full or part time, and the annual wages or salary of these jobs. After the term of the Agreement, Subrecipient shall continue to send the monthly reports until there are two (2) consecutive months where the number of full-time permanent jobs does not increase, or until the Authority notifies Subrecipient to stop. Subrecipient agrees to maintain its records relating to job creation and retention for five (5) years after the termination of this Agreement.

Subrecipient must, in advance of signing subcontracts related to this Agreement, ensure that sub-subrecipients, consultants, Participating Parties, and/or other third party entities, including private parties that may be beneficiaries of this Loan, are appropriately licensed, have in place adequate financial controls and have followed HUD and the State's procurement processes and have established procedures to prevent any duplication of benefits as defined by section 312 of the Stafford Act.

Pursuant to HUD's waiver of 24 CFR 570.492, the Authority and/or DCA shall make reviews and audits, including onsite reviews of Subrecipient, any sub-subrecipients, designated public agencies, Participating Parties and units of local government as may be needed to meet the requirements of 42 U.S.C. 5304(e)(2), as amended. In the event of noncompliance, the Authority and/or DCA shall take such actions as may be appropriate to prevent a continuance of the deficiency, mitigate any adverse effects or consequences and prevent a recurrence.

F. Conflict of Interest

Except for approved eligible Activity delivery and personnel costs, none of the Subrecipient's designees, agents, members, officers, employees, consultants or members of its governing body, or anyone who is in a position to participate in a decision-making process or gain inside information with regard to the Project, 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 Project, 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 Authority and the Authority has approved such exception.

G. Environmental Review

Subrecipient acknowledges and agrees that approval of the Loan Funds for the Project is conditioned on its satisfaction and compliance with the terms and requirements set forth in **Appendix H**, "Environmental Review for Activity/Project that is categorically Excluded Subject to Section 58.5", which is attached hereto and incorporated herein, and Subrecipient hereby agrees to satisfy and comply with all such terms and requirements.

III. SUBRECIPIENT REPRESENTATIONS

Subrecipient hereby represents that:

(i) Subrecipient is an Entity duly created and validly existing under and pursuant to the Constitution and statutes of the State of New Jersey.

(ii) The acting officials of the Subrecipient who are contemporaneously herewith performing or have previously performed any action contemplated in this Agreement either are or, at the time such action was performed, were the duly appointed or elected officials of such Subrecipient empowered by applicable New Jersey law and, if applicable, authorized by ordinance or resolution of the Subrecipient to perform such actions. To the extent any such action was performed by an official no longer the duly acting official of such Subrecipient, all such actions previously taken by such official are still in full force and effect.

(iii) The proceedings of the Subrecipient's governing body approving this Agreement and the Subrecipient Note, authorizing the execution and delivery of this Agreement and the Subrecipient Note, authorizing the delivery of the Subrecipient Note to the Authority and authorizing the Subrecipient to undertake and complete the Project, including without limitation, the Proceedings, were duly published in accordance with applicable New Jersey law, and have been duly and lawfully adopted in accordance with the Subrecipient Enabling Act and other applicable New Jersey law at a meeting or meetings that were duly called pursuant to necessary public notice and held in accordance with applicable State law at which quorums were present and acting throughout.

(iv) By official action of the Subrecipient taken prior to or concurrent with the execution and delivery hereof, including with limitation the Proceedings, the Subrecipient has duly authorized, approved and consented to all necessary action to be taken by the Subrecipient for (A) the execution, attestation, delivery and performance of this Agreement and the transactions contemplated hereby; (B) the issuance of the Subrecipient Note and the sale thereof to the Authority upon the terms set forth herein; and (C) the execution, delivery and due performance of any and all other certificates, agreements and instruments that may be required to be executed, delivered and performed by the Subrecipient in order to carry out, give effect to and consummate the transactions contemplated by this Agreement.

(v) This Agreement and the Subrecipient Note have each been duly executed, attested and delivered by Authorized Officers of the Subrecipient, and the Subrecipient Note has been duly delivered by the Subrecipient to the Authority and duly issued by the Subrecipient; and assuming the Authority has all the requisite power and authority to authorize, execute and deliver, and has duly authorized, executed and delivered this Agreement, and assuming further that this Agreement is the legal, valid and binding obligation of the Subrecipient enforceable against the Authority in accordance with its terms, each of this Agreement and this Agreement constitutes a legal, valid and binding obligation of the Subrecipient, enforceable against the Subrecipient in accordance with its respective terms, except as the enforcement thereof may be affected by bankruptcy, insolvency, or other laws or the application by a court of legal or equitable principles affecting creditor's rights.

(vi) The Subrecipient has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Agreement and the Subrecipient Note, for the sale of the Subrecipient Note to the Authority, for the making, observance and performance by the Subrecipient of its duties, covenants, obligations and agreements under this Agreement and the Subrecipient Note and for the undertaking or completion of the Project and the financing or refinancing thereof, including but not limited to, the approval by the Local Finance Board in the Division of Local Government Services in the New Jersey Department of Community Affairs (the "Local Finance Board") of the issuance by the Subrecipient of the Subrecipient Note to the Authority and any other approvals required therefor by the Local Finance Board; and the Subrecipient has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by the Subrecipient of its duties, covenants, obligations and agreements under this Agreement and the Subrecipient Note or with the undertaking or completion of the Project and the financing or refinancing thereof. No consent, approval or authorization of, or filing, registration or qualification with any governmental body or officer that has not been obtained is required on the part of Subrecipient as a condition to the authorization, execution, attestation and delivery of this Agreement and the Subrecipient Note, the sale of the Subrecipient Note to the Authority, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

(vii) There is no action or proceeding, pending or threatened, against the Subrecipient before any court or administrative agency that might adversely affect the ability of the Subrecipient to perform its obligations under this Agreement, and all consents, authorizations, and approvals of governmental bodies or agencies or private entities, including but not limited to Participating Parties, required in connection with the performance of the Subrecipient's obligations under this Agreement have been obtained and will be obtained whenever required hereunder or by law.

(viii) Neither the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by, or conflicts with or results in a breach of, the terms, conditions, or provisions of any restrictions or any evidence of indebtedness, agreement, or instrument of whatever nature to which the Subrecipient is bound, or constitutes a default under any of the foregoing.

(ix) All statements, representations and warranties made by Subrecipient in its application ("Application") to the Authority, and in any materials furnished in support of that Application were true when made, are true, in all material respects, as of the date hereof, and shall remain and be true and correct during the Term of this Agreement, it being understood by Subrecipient that all such statements, representations and warranties have been relied upon by the Authority as an inducement to make the Loan and shall continue to be relied upon by the Authority in administering the Loan. Subrecipient further understands and agrees that, if, during the Term of this Agreement, any such statements, representations and warranties become untrue or false, it shall have a duty to immediately notify the Authority in writing of such fact.

(x) Subrecipient represents that it has at all times relevant to this Agreement been represented by advisors of its own selection, including, but not limited to, attorneys at law and/or certified public accountants; that it has not relied upon any statement, representation, warranty, agreement or information provided by the Authority, that it is informed by its advisors of its respective rights, duties, and obligations with respect to the transaction which is the subject of this Agreement under all applicable laws, and that it has no set-offs, defenses or counterclaims against the Authority with respect to the transaction which is the subject of this Agreement.

(xi) If during the duration of this Agreement the Subrecipient becomes aware of any facts, occurrences, information, statements, or events that render any of the foregoing representations or warranties herein untrue or materially misleading or incomplete, Subrecipient shall immediately notify the Authority in writing of such facts, occurrences, information, statements, or events.

(xii) Subrecipient represents that the Project is contributing to the revitalization of buildings and/or infrastructure located in the area damaged by Superstorm Sandy, or that Subrecipient or the Project itself has been damaged by Superstorm Sandy.

(xiii) Subrecipient represents that, together with the Loan Funds, it has sufficient resources to complete and expend funds for the Project by June 1, 2017.

(xiv) The representations and warranties made in this Section III shall survive the Expiration Date or earlier termination of this Agreement.

IV. SUBRECIPIENT WARRANTIES AND COVENANTS

(i) The Subrecipient agrees that the Loan Funds shall be used solely in connection with funding the Project and purposes of use as approved and as set forth in **Appendix A**.

(ii) Subrecipient agrees to comply with all of the terms and conditions as outlined in the NJEDA CDBG-DR Administrative Manual, revised June 10, 2015, as amended. The manual is available at NJEDA.COM/Superstorm Sandy Information.

(iii) Subrecipient and Subrecipient's Contractors, subcontractors and providers of professional services shall provide a certification that such Contractors, subcontractors and providers of professional services 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 part 24. CDBG funds may not be provided to excluded or disqualified persons; https://www.sam.gov/portal/public/SAM/. Subrecipient and each tier of Subrecipient's Contractors, subcontractors and providers of professional services shall provide a certification that Subrecipient and such contractors, subcontractors and providers of professional services are not excluded from contracting with the State of New Jersey pursuant to N.J.A.C. 19:30-2.2 et. seq., DISQUALIFICATION/ DEBARMENT/ CONFLICT OF INTEREST, Executive Orders #34 (1976) and #189 (1988) and all other applicable statutes, rules, regulations and Executive Orders.

(iv) Subrecipient shall execute an agreement with each Contractor containing all of the terms and conditions outlined in the most recent version of the NJEDA CDBG-DR Administrative Manual (see link above), and labor standards and other required provisions, such as equal opportunity and general conditions, as described in **Appendix D**, the Statement of Assurances, and **Appendix L**, the Federal Labor Standards Provisions, Form HUD-4010.

(v) Subrecipient agrees that it has not received any prior federal disaster funds conditioned on obtaining flood insurance or, if it has, it has maintained the requisite flood insurance.

(vi) Subrecipient agrees that it shall comply with the requirements of 24 CFR Section 570.489(j) regarding change of use of real property, which applies to real property within Subrecipient's control (including activities undertaken by sub-subrecipients) which was acquired or improved in whole or in part using CDBG-DR funds in excess of the threshold for small purchase procurement (24 CFR 85.36). These standards apply from the date CDBG-DR funds are first spent for the property until five (5) years after closeout of the Loan Funds.

(vii) Subrecipient agrees that it shall comply with any applicable requirements of a certain Voluntary Compliance Agreement and Conciliation Agreement between HUD, Office of Fair Housing and Equal Opportunity; and Latino Action Network, New Jersey State Conference of the National Association for the Advancement of Colored People, and Fair Share Housing Center; and the State of New Jersey; and the New Jersey Department of Community Affairs in connection with Case Numbers: Title VI No.: 02-13-0048-6 and Title VIII No. 02-13-0303-8. This agreement is available at http://portal.hud.gov/hudportal/documents/huddoc?id=NewJerseyAgreementsigned.pdf .

V. PREVAILING WAGE/AFFIRMATIVE ACTION

Subrecipient shall comply with both the Davis-Bacon Act, as amended (40 U.S.C. §1341 et seq.) and the State prevailing wage rate, together with the other Authority prevailing wage requirements set forth in NJSA 34:1B-5.1. Where there is a conflict of the wage rates, the higher of the two rates shall prevail.

Subrecipient agrees to comply with the Authority's affirmative action requirements in connection with any construction contracts for the Project as set forth in NJSA 34:1B-5.4 and implementing regulations set forth in NJAC 19:30:3-1 et seq.. Regulations, forms, and guidance documents (including an Affirmative Action and Prevailing Wage program summary) are available at www.njeda.com/affirmativeaction.

VI. SECTION 3

(i) Subrecipient shall comply 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 thereunder prior to the execution of this Agreement, compliance shall be a condition of the federal financial assistance provided under this Agreement and binding upon the Subrecipient and third-party entities. Subrecipient shall submit to the Authority one (1) form (HUD form 60002) at the end of each contract with each of its Contractors.

(ii) The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

(iii) The Subrecipient's responsibilities include:

a) Making efforts to meet the minimum numerical goals found at 24 CFR Part 135.30;

b) Complying with the specific responsibilities at 24 CFR Part 135.32; and

c) Submitting summary report in accordance with 24 CFR Part 135.90.

The Subrecipient acknowledges that the Section 3 language contained in **Appendix D** must be included in all contracts and subcontracts for the Project.

VII. PAYMENT PROCESS

The Authority will pay and/or reimburse the Subrecipient for Project costs up to a maximum of **$1,498,896.39**. The Subrecipient acknowledges that the funds will be disbursed based on receipt of a Request for Disbursement and satisfactory review of invoices, bills, receipts, and payroll records submitted to the Authority's Office of Recovery, Credit and Real Estate Underwriting, and/or Real Estate Division. If approved by the Authority in its sole discretion, which will include but not be limited to a determination of cost reasonableness, the Authority will then recommend to DCA and HUD that the costs be paid and/or reimbursed. Notwithstanding the above and to the extent practicable, it is specifically understood that the Loan Funds will be disbursed on a pro rata basis with all other funding sources for the Project.

When the Authority receives the funds from DCA and HUD, the Authority will pay the Subrecipient by (i) a two-party check, (ii) an ACH electronic transfer using the ACH Form attached as **Appendix I**, or (iii) in extenuating circumstances, a check made payable directly to the Subrecipient. To the extent practicable, Loan Funds will be disbursed on a pro rata basis with other funding provided to the Project. Subrecipient shall promptly pay appropriate vendors and within fifteen (15) business days of receipt of the payment from the Authority, provide satisfactory documentation to the Authority evidencing payment to said vendors ("Payment Confirmation"). The Authority will not process any future Request for Disbursement unless the Payment Confirmation is received by the Authority and is satisfactory in its sole discretion.

For paid invoices, an ACH transfer to the Subrecipient will be issued if the invoice has been paid in full and the following has been submitted and approved by the Authority: (i) receipt of a statement, bill or invoice marked paid, showing completed work for the Project, together with proof of payment; and (ii) a Request for Disbursement, attached as **Appendix J** signed by the Subrecipient stating the amount to be paid.

Notwithstanding anything to the contrary, Subrecipient understands and agrees that the Authority shall be under no obligation to make any disbursement after June 1, 2017. The Authority shall be under no obligation to make any disbursement with respect to requisitions submitted by Subrecipient if, at the time of said submission, Subrecipient is in Default under Section IX of this Agreement.

The Parties hereto recognize and agree that funding under this Agreement is expressly dependent upon the availability of funds from the DCA. The Authority shall not be held liable for the failure to provide funding hereunder because of the absence of funding from DCA.

VIII. TERM OF AGREEMENT

This Agreement shall be deemed effective as of the day and year last executed by the Parties ("Effective Date") and shall continue until the completion of the Project and until all amounts due under the loan made hereunder have been repaid or such time as Subrecipient no longer is exercising any supervision or control over any of the Loan Funds ("Expiration Date"), unless terminated prior to such time in accordance with the terms and conditions of this Agreement. This period of time shall constitute the "Term" of the Agreement.

Upon the Expiration Date, or earlier termination of this Agreement, Subrecipient shall transfer to the Authority any CDBG-DR Loan Funds on hand at such time, and any accounts receivable attributable to the use of the CDBG-DR Loan Funds.

Any real property under Subrecipient's control that was acquired or improved in whole or in part with the Loan Funds shall be either:

(i) Used to meet one of the national objectives until five (5) years after expiration of this Agreement, or;

(ii) If not used in accordance with subparagraph (i) above, Subrecipient shall pay to the Authority an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in subparagraph (i) above.

IX. EVENT OF DEFAULT/REMEDIES

Any one or more of the following shall constitute a default ("Default") and will, in the sole discretion of the Authority, become an event of default ("Event of Default") if during the Term of this Agreement, and except as otherwise provided in Subsections 5, 7 and 8 below, the Event of Default is not cured within thirty (30) days after written notice thereof, provided, however, that said thirty (30) day period shall be extended an additional ninety (90) days if Subrecipient commences to cure the Default within said thirty (30) day period and is diligently proceeding to cure the same.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time.

2. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner the obligations under this Agreement.

3. Failure of Subrecipient to timely submit reports to the Authority or any of their auditors, or the submission of reports that are incorrect or incomplete in any material respect.

4. Ineffective or improper use of Loan Funds as provided for under this Agreement.

5. Any representation or warranty made by Subrecipient herein, in the Application for the Loan Funds, or, in any report, certificate, financial statement or other instrument furnished in connection with the subject matter of this Agreement that is false or misleading in any material respect shall constitute an Event of Default without the opportunity to cure.

6. A cross default shall occur if any Event of Default, as defined herein, has occurred and remains uncured under any other agreement entered into between the Authority and the Subrecipient.

7. Failure by the Subrecipient to pay or cause to be paid any principal, interest or late charges on the Loan required to be paid hereunder when due, which failure shall continue of a period of fifteen (15) days.

8. Failure to observe any of the terms or conditions of the commitment letter of the Authority dated January 21, 2016, as amended, which is attached hereto as **Exhibit B** and incorporated herein.

9. Transfer of the ownership of the Project or sale of the Project Site prior to the Expiration Date.

10. A petition is filed by or against the Subrecipient under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Subrecipient Agreement or thereafter enacted, unless in the case of any such petition filed against the Subrecipient such petition shall be dismissed within thirty (30) days after filing and such dismissal shall be final and not subject to appeal, or if the Subrecipient shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors; or a custodian (including without limitation, a receiver, liquidator or trustee, but not including a takeover by the Division of Local Government Services in the New Jersey Department of Community Affairs) of the Subrecipient or any of its property shall be appointed by court order or take possession of the Subrecipient or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

In the event the Subrecipient should Default and fail to cure within any time provided for hereinabove, the Authority shall have the right to exercise any or all of the following remedies:

1. Immediately suspend and/or terminate this Agreement without any further obligation to make disbursements hereunder.

2. Require the immediate repayment of any Loan Funds already disbursed, together with all interest accrued thereon.

3. If the Subrecipient commits a breach, or threatens to commit a breach subject to notice and right to cure as set forth hereinabove, the Authority shall have the right and remedy, without posting bond or other security, to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the Authority and that money damages will not provide an adequate remedy therefor.

4. In the event the Authority shall require and employ attorneys or incur other expenses for the collection of payments due or to become due for the enforcement or performance or observance of any obligation or agreement on the part of the Subrecipient herein contained, the Subrecipient shall on demand therefor pay to the Authority, the reasonable fees of such attorneys and other expenses so incurred by the Authority.

The Authority's rights under this Section shall survive the Expiration Date or earlier termination of the Agreement. Failure to insist on the prompt performance by Subrecipient of Subrecipient' s obligations pursuant to this Agreement is not a waiver by the Authority of any of its rights hereunder.

If the Authority shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Authority, then the Borrower and the Authority shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Borrower and the Authority shall continue as though no such proceedings had taken place.

No remedy herein conferred or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Section, it shall not be necessary to give notice other than such notice as may be required in this Section.

X. OBLIGATIONS GOVERNING USE OF CDBG-DR FUNDS SURVIVE TERMINATION

(i) Termination of this Agreement under any of the foregoing provisions in Sections IX hereof shall not alter or diminish Subrecipient's obligations governing the use of CDBG-DR funds under applicable statutes and regulations or under this Agreement and/or terminate any of Subrecipient's obligations that survive the termination of this Agreement. Such obligations and/or duties may include but are not limited to the following: (1) duty to maintain and provide access to records and (2) duty to monitor and report on the use of any Loan Funds expended or awarded to Subrecipient in compliance with all terms, conditions and regulations herein.

(ii) Except as in the Event of Default, and subject to availability of funding, Subrecipient shall be entitled to payment on invoices submitted to the Authority no later than ninety (90) days from the date of termination contained within the notice, to the extent that requests represent Eligible Costs satisfactorily completed during the Term of this Agreement and otherwise reimbursable under the terms of this Agreement.

XI. ADMINISTRATIVE REQUIREMENTS

A. Documentation and Record-Keeping

1. Records to be Maintained

(i) Subrecipient shall maintain all records required by 24 CFR 570.490, as applicable, and as more fully detailed in **Appendixes M** and **N**.

(ii) All records required by this Agreement, including financial records, ledgers, bank statements, contracts, invoices and receipts related to the Loan Funds must be retained for five (5) years from Project Closeout. However, if any litigation, claim, or audit is started before the expiration of the five (5) year period, then records must be retained for five (5) years after the litigation, claim, or audit is resolved.

(iii) Subrecipient represents that all of its books and records relating to the Loan Funds will be located at 140 East Main Street, Tuckerton, NJ 08087. Subrecipient will notify the Authority in writing of any change in the location of such books and records prior to any such relocation.

(iv) Subrecipient agrees to grant access to inspect, copy, audit and examine at all reasonable times these records to any representative of the Authority, DCA, State, Inspector General, HUD and General Accounting Office of the United States.

2. Access to Records

With respect to those records referenced in subsection 1 above, Subrecipient shall comply with the retention and access requirements set forth in 24 CFR 570.490. The Authority, the DCA, the State Comptroller, HUD, the Comptroller General of the United States, and any of their duly authorized representatives or agents, shall have access to any books, documents, papers and records of Subrecipient which are directly pertinent to this Agreement for the purpose of audits, examinations, and making excerpts and transcriptions.

Subrecipient shall provide citizens with reasonable access to records regarding the past use of CDBG-DR funds, consistent with the New Jersey Open Public Records Act (N.J.S.A. 47: 1A-1 et seq.) and any other applicable State and local laws.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Subrecipient, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services herein shall be made available to the Authority and its duly authorized agents on demand.

3. Project Closeout

Subrecipient's obligation under this Agreement shall not end until all close-out requirements as set forth in 24 CFR 570.509 are completed ("Project Closeout"). This Agreement shall remain in effect during any period that Subrecipient is exercising any supervision or control over CDBG-DR funds.

4. Audits & Inspections

In addition to any other audit requirements set forth in this Agreement, Subrecipient agrees to comply with the provisions of 24 CFR 85.26 and the requirements set forth in the comprehensive single audit requirements detailed in the OMB Circular A-133. All audits must be performed by the independent auditor of all federally funded awards administered by Subrecipient, including the award covered by this Agreement. It is hereby agreed that the Authority, the DCA, the State Comptroller, HUD, Office of Inspector General, HUD monitors, and auditors contracted by any of them, shall have the option of auditing all records and accounts of Subrecipient and/or its Contractors and sub-subrecipients that relate to this Agreement at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing Subrecipient , Contractor or sub-subrecipient, as appropriate, with reasonable advance notice. Subrecipient and its Contractors and subcontractors shall comply with all relevant provisions of State law pertaining to audit requirements, including NJ OMB Circular Letter 98-07. Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by Subrecipient, Contractor and/or sub-subrecipient, as appropriate.

Failure of Subrecipient and/or its Contractors and subcontractors to comply with the above audit requirements will constitute a violation of this Agreement and may, at the Authority's option, result in the withholding of future payments and/or return of Loan Funds paid under this Agreement.

B. Procurement

In accordance with the New Jersey CDBG-DR Program Action Plan (complete as of 9/30/2013), the Authority has opted to follow the State laws pertaining to procurement. The Subrecipient shall comply with State regulations and requirements regarding procurement. If the Subrecipient has their own written procurement procedures, the stricter of the two methods (local or State) shall prevail, as provided in Chapter 2 of the NJEDA CDBG-DR Administrative Manual.

Subrecipient acknowledges and agrees that it has been informed that the use of small and disadvantaged businesses, minority owned firms, veteran owned and women's business enterprises for contractors, suppliers, labor and products is preferred, and Subrecipient agrees that, to the extent feasible, it shall use such businesses in connection with the Project. During the term of the Agreement, Subrecipient shall report monthly to the Authority using the DCA, Sandy Recovery Unit, Contract and Subcontract Activity Report, attached as **Appendix O**.

XII. INCORPORATION OF STANDARD PROVISIONS

(i) All provisions set forth in the attached **Appendix D**, entitled "Statement of Assurances", are hereby incorporated by reference into this Agreement and made a part hereof. The Subrecipient hereby agrees, acknowledges, and understands that the terms and conditions of this Agreement include all applicable terms and conditions of the Statement of Assurances and that it is to look to both documents in connection with all rights, duties, obligations, liabilities, warranties, representations, covenants and other terms as if both were a single document. Reference to any specific provision to be found in the Statement of Assurances is not intended or to be construed as excluding any other provisions not specifically referenced.

(ii) Failure to expressly reference any applicable federal or State regulation, statute, public law, executive order, agency directive or OMB Circular into the Standard Provisions will not exempt Subrecipient from compliance with such applicable law or regulation, and all applicable provisions not included will be deemed as inserted herein.

XIII. FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS.

The Subrecipient shall execute, acknowledge and deliver, and shall cause the Participating Parties to agree to execute, acknowledge and deliver such supplements and further instruments and perform such acts as the Authority may reasonably require for carrying out the intention of or facilitating the performance of this Agreement.

XIV. GENERAL CONDITIONS

A. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. In the event that Subrecipient contracts with third parties to perform any of the services to be performed hereunder, such third parties shall at all times remain an "independent contractor" with respect to the provision of such services. The Authority and DCA shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, with respect to such third party contracts.

B. Hold Harmless/Indemnity Contractors/Subcontractors

To the extent that Subrecipient is permitted to and utilizes the services of any third parties in performance of Subrecipient's duties and obligations under this Agreement, any contract entered into shall contain a provision that the Contractor and/or subcontractor shall hold Subrecipient, the Authority, and the DCA harmless and defend and indemnify Subrecipient, the Authority and the DCA from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Contractor and/or subcontractor's performance or nonperformance of the services. In addition, Subrecipient hereby agrees to hold the Authority and the DCA harmless and defend and indemnify the Authority and the DCA from any and all claims, actions, suits, charges and judgments whatsoever that arise out of this Agreement or the Project.

C. Workers' Compensation

Subrecipient and any contractors or subcontractors working on the Project shall provide Workers' Compensation Insurance coverage, including Employer's Liability, for all of its employees involved in the performance of this Agreement.

D. Insurance

With respect to the Project, the Subrecipient shall at all times carry or cause to be carried general liability insurance with companies licensed to do business in New Jersey in amounts approved by the Authority and naming the Authority and the State as *additional insureds* as it applies to both general liability and any umbrella/excess coverage. In addition, the general contractor and its sub-contractors shall carry general liability insurance during the term of construction, with companies licensed to do business in New Jersey naming the Authority, the State of New Jersey and Subrecipient as *additionally insureds.*

Additionally, the Subrecipient shall at all times carry or cause to be carried full extended coverage fire, theft and hazard insurance with companies licensed to do business in New Jersey in amounts approved by the Authority. Such extended coverage shall name the Authority as *lender's loss payee*, and shall not contain a provision for deductible amounts greater than $5,000.

With respect to the Project Site, the Subrecipient or its general contractor shall carry builder's risk insurance ("Builder's Risk") during the term of construction, with companies licensed to do business in New Jersey. Builder's Risk shall include all risk of direct physical loss or damage, including flood and earthquake, resulting from any external cause, except as excluded under the standard all risk policy form, in an amount approved by the Authority. Such coverage shall name the Authority as *lender's loss payee* during the term of construction and shall not contain a provision for deductible amounts greater than $5,000 including items of labor and materials connected therewith whether in or adjacent to the structure(s) insured, or while in transit and while temporarily located away the Project Site and materials in place or to be used as part of the permanent construction.

The Authority reserves the right to approve the use of any proceeds that may be realized from an event of loss, damage, destruction, taking or condemnation.

E. Amendments

The Authority or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of each Party. Such amendments shall not invalidate this Agreement, nor relieve or release the Authority or Subrecipient from its obligations under this Agreement, except as may otherwise be provided. Amendments will generally be required when any of the following are anticipated: i) revision to the scope or objectives of the Project including purpose or beneficiaries; ii) need to extend the availability of Loan Funds; iii) revision that would result in the need for additional funding; and iv) expenditures on items for which applicable cost principles (OMB Circulars A-87 and A-122) require prior approval (see 24 CFR 570.200h for pre-award/pre-agreement costs)

The Authority may, in its discretion, require that this Agreement be amended to conform to federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Authority and Subrecipient.

F. No Assignment

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express prior written consent of the other Party. However, if the Parties do mutually agree to an assignment, all rights and obligation set forth herein shall inure to the benefit of the Parties and to their respective successors and assigns.

G. Severability

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

H. Entire Agreement

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

I. No Authorship Presumptions

Each of the Parties has had an opportunity to review the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

J. Applicable Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

K. No Personal Liability of Individual Representatives

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate Party in his or her individual capacity, and neither the officers of any Party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

L. Delay or Omission

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

M. Prohibited Activity

Subrecipient is prohibited from using, and shall require that its Contractors and sub-contractors, if any, are prohibited from using, the Loan Funds provided herein or personnel employed in the administration of the Project for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Subrecipient will comply with the provision of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of certain employees.

N. Safety

Subrecipient shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of his or her performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1926, shall be observed and Subrecipient shall take or cause to be taken such additional safety and health measures as Subrecipient may determine to be reasonably necessary.

O. Fund Use

Subrecipient agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot, nor shall such Loan Funds be used to lobby for or against any proposition or matter having the effect of law being considered by the New Jersey Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the New Jersey Legislature or any local governing authority.

Subrecipient shall require that its Contractors and any sub-contractors certify, that they comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that they will not and have not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Subrecipient shall disclose, and shall require that each of its Contractors and sub-contractors also disclose, any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

Subrecipient agrees that it will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR 570.207.

P. Subcontractors

Subrecipient may enter into subcontracts with third parties for the performance of any part of Subrecipient' s duties and obligations. In no event shall the existence of a subcontract or contracts between the Subrecipient and Participating Parties that may be beneficiaries of the Loan operate to release or reduce the liability of Subrecipient to the Authority for any breach in the performance of Subrecipient's or any subcontractor's duties.

Q. Drug Free Workplace Compliance

Subrecipient hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended and with 24 CFR part 21. Further, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in any contracts executed by and between Subrecipient and any third parties funded using Loan Funds under this Agreement in accordance with 48 FAR part 23.500, et seq, and 48 CFR part 52.223-6. Subrecipient has submitted HUD 50070 **Appendix I** as of the date first above written.

R. Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To the Authority

Attn: Development and Public Improvement
New Jersey Economic Development Authority
36 West State Street
PO Box 990
Trenton, New Jersey 08625-0990
Facsimile: 609-278-4666
Email: ncr@njeda.com

To Subrecipient:

Attn: Mayor
Borough of Tuckerton
140 East Main Street
Tuckerton, NJ 08087

S. Applicability of Provisions Included/Excluded from Agreement

Failure to expressly reference any applicable federal or State regulation, statute, public law, Executive Order, agency directive or OMB Circular will not exempt either Party from compliance with such applicable law or regulation, and all applicable provisions not included will be deemed as inserted herein.

Likewise, execution of this Agreement will not obligate either Party to comply with any regulation, statute, public law, Executive Order, agency directive or OMB Circular, if not otherwise applicable to the use of the CDBG-DR funds provided herein or to the particular projects performed under this Agreement, even though it may be referenced in this Agreement or in the Appendices.

T. No Third Party Beneficiary/No Transfer of Loan Funds

It is acknowledged by the Parties that certain Participating Parties may receive a benefit as a result of this Agreement. Regardless, nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement. This provision shall not limit any obligation which either Party has to HUD in connection with the use of CDBG-DR funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement, or which Subrecipient has to DCA and the State under this Agreement, including but not limited to Section XI (2) and (4). Subrecipient agrees that, except as provided for in this Agreement, it shall not transfer any Loan Funds to any third party.

U. State Held Harmless

In the event the State is required to pay back all or a portion of Loan Funds awarded to Subrecipient due to the actions of Subrecipient, Subrecipient agrees to hold the State harmless and pay back such Loan Funds to the State.

V. Subrogation & Assignment

In the event that the Subrecipient receives Loan Funds hereunder and, whether, before, during or after such receipt of Loan Funds, monies from other sources are provided to the Subrecipient or Participating Parties that receive a benefit under this Loan for this activity, resulting in a potential duplication of benefits issue regarding the Loan Funds, the Subrecipient agrees to contact the Authority, and to require the Participating Parties to contact the Authority and the Subrecipient about a potential conflict and the Subrecipient agrees to abide by the terms and conditions of the Subrogation and Assignment Agreement found in **Appendix F** and to cause such Participating Parties to so abide.

W. Contractual Liability Act.

The rights and remedies of the Authority under this Agreement shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., the provisions of which are incorporated by reference.

Y. Counterparts.

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and may be delivered by telecopier, e-mail, PDF or other facsimile transmission all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been duly executed on the day and year last written below.

WITNESS:

BOROUGH OF TUCKERTON

By: Susan R. Marshall
Susan R. Marshall
Mayor

Date: July 13, 2016

WITNESS:

NEW JERSEY
ECONOMIC DEVELOPMENT AUTHORITY

By: Arlene M. Clark
Arlene M. Clark
Director-Closing Services

Date: 7/14/2016

EXHIBIT A
SUBRECIPIENT NOTE

STRONGER NJ NEIGHBORHOOD & COMMUNITY REVITALIZATION PROGRAM DEVELOPMENT AND PUBLIC IMPROVEMENT ("NCR D&I") LOAN PROMISSORY NOTE

up to $1,498,896.39

Tuckerton, New Jersey

FOR VALUE RECEIVED, the **BOROUGH OF TUCKERTON**, a municipality duly created and validly existing under the Constitution and laws of the State of New Jersey (the "Subrecipient"), hereby promises to pay to the order of the State of New Jersey (the "State") the principal amount of **ONE MILLION FOUR HUNDRED NINETY-EIGHT THOUSAND EIGHT HUNDRED NINETY-SIX and 39/100 DOLLARS ($1,498,896.39)**, or such lesser amount as shall be determined in accordance with the section II. A. of the Subrecipient Agreement (as hereinafter defined), at the times and in the amounts determined as provided in the Subrecipient Agreement, plus any other amounts due and owing under the Subrecipient Agreement at the times and in the amounts as provided therein. The Subrecipient irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of the principal of, and all other amounts due under, this Subrecipient Note and the Subrecipient Agreement according to their respective terms.

This Stronger NJ NCR D&I Loan Promissory Note (the "Subrecipient Note") is issued pursuant to the "Local Bond Law", P.L. 1960, c. 169, as amended (N.J.S.A. 40A:2-1 et seq and the Stronger New Jersey Neighborhood Community Revitalization Program Development and Public Improvement ("NCR D&I") Subrecipient Agreement dated as of July ___, 2016 (the "Subrecipient Agreement") by and between the New Jersey Economic Development Authority (the "Authority") and the Subrecipient for the repayment of that certain NCR D&I Loan made by the Authority to the Subrecipient thereunder and to evidence the payment obligations of the Subrecipient set forth therein.

No interest shall accrue during the first twenty-four (24) months following the initial disbursement (the "Interest-Free Period"). On the first day after the Interest-Free Period, interest shall accrue on the unpaid principal balance at an initial rate of interest of **one and fifteen hundredth percent (1.15%)** per annum fixed for the next eight (8) years. The interest rate shall reset at the end of each 10-year anniversary to a fixed rate of interest of the five-year US Treasury Rate, then in effect. Interest charges shall be computed hereunder on the basis of 360-day year, counting the actual number of days elapsed.

Twenty five (25) percent of the Loan shall be forgiven upon completion of the Project and issuance of a permanent Certificate of Occupancy.

This Subrecipient Note is payable over the term of **thirty (30) years** as follows: no payments are due for the first twenty-four (24) months from the date of the initial disbursement; thereafter, three hundred thirty-six (336) equal monthly installments of principal, in an amount to fully amortize the Loan over the remaining term, ***plus interest***, calculated at the rate hereinabove, commencing on the first day of the 25th month following the initial disbursement, continuing on the first day of each succeeding month, and ending on the first day of the 360th month following the initial disbursement ("Maturity Date"). On the Maturity Date, the sum equal to the actual principal amount of this Subrecipient Note remaining unpaid, together with interest thereon then due and payable. Monthly payments will be calculated based on amounts actually disbursed pursuant to the Subrecipient Agreement.

All installments shall be applied: (i) first, to payment of interest then due on the unpaid principal amount; (ii) second, to the payment and reduction of the unpaid principal amount of this Subrecipient Note; and

(iii) third, to the payment of any fees. The amount payable as the final installment may be such greater or lesser amount as shall be equal to the actual principal amount of this Subrecipient Note remaining unpaid together with interest thereon then due and unpaid.

Payments hereon are to be made in lawful money of the United States of America to the New Jersey Economic Development Authority, (P39564), P.O. Box 18634, Newark, New Jersey 07191-8634, or such other place as the Authority may designate, on each due date provided above, in an amount which will equal the amount payable as interest and principal on this Subrecipient Note.

The Subrecipient agrees to make the payments on this Subrecipient Note on the dates and in the amounts specified herein and in addition agrees to make such other payments as are required pursuant to the Subrecipient Agreement. A late charge of five percent (5%) of the monthly payment shall be due and payable on any monthly payment past due seven (7) days or more.

Upon the occurrence of an Event of Default, as defined in the Subrecipient Agreement, the principal of and interest on this Subrecipient Note may be declared immediately due and payable as provided in the Subrecipient Agreement. This Subrecipient Note may be canceled, amended or supplemented only as provided in the Subrecipient Agreement.

Upon the occurrence of an Event of Default, as defined in the Subrecipient Agreement, or after maturity of this Subrecipient Note, interest on the unpaid principal due hereunder and all other sums due shall accrue at the rate provided herein plus 5% per annum (the "Default Rate"), or if such increased rate of interest is not collectable under applicable law, then at the maximum legal rate of interest which may be collected under applicable law. This Default Rate will be paid to the Authority together with all unpaid amounts.

This Subrecipient Note may be prepaid at any time, in whole or in part, to the extent allowable by law, without a prepayment penalty. Partial prepayments shall be applied to the last maturing payments due on the Subrecipient Note, shall be made in one or more increments of the monthly amount due on principal, shall not extend or postpone the due date of any subsequent monthly installment(s) or change the amounts of such installment(s) unless the holder of the Subrecipient Note shall otherwise expressly agree in writing. In the event of prepayment, however, because of the Community Development Block Grant-Disaster Recovery Program funding requirements, the advanced principal repayment shall not release the Subrecipient from any obligation incurred under the Subrecipient Note, the Subrecipient Agreement or under any other agreement with the Authority. In any such case, the final payment on this Subrecipient Note shall be a sum sufficient, together with other funds deposited with the Authority and available for such purpose, to redeem all of this Subrecipient Note then outstanding at the principal amount thereof plus accrued interest to the date of payment and to pay all reasonable and necessary fees and expenses of the Authority accrued and to accrue through final payment of this Subrecipient Note.

At the acceleration, termination or expiration of the term of this Subrecipient Note and following full payment of this Subrecipient Note and all other fees and charges in accordance with the provisions of the Subrecipient Agreement, the Authority shall deliver to the Subrecipient any documents and take such actions as may be necessary to effectuate the cancellation of this Subrecipient Note.

This Subrecipient Note is not assignable. All of the terms, conditions and provisions of the Subrecipient Agreement are, by this reference thereto, incorporated herein as part of this Subrecipient Note.

This Subrecipient Note is entitled to the benefits and is subject to the conditions of the Subrecipient Agreement. The obligations of the Subrecipient to make the payments required hereunder shall be absolute and unconditional, without any defense or right of set-off, counterclaim or recoupment by reason of any default by the Authority under the Subrecipient Agreement or under any other agreement between the Subrecipient and the Authority or out of any indebtedness or liability at any time owing to the Subrecipient by the Authority or for any other reason.

IN WITNESS WHEREOF, the Subrecipient has caused this Subrecipient Note to be duly executed and delivered as of July 13, 2016.

(Seal)

BOROUGH OF TUCKERTON,
IN THE COUNTY OF OCEAN,
NEW JERSEY

Attest: Jenny Gleghorn
Borough Clerk

By: Susan R. Marshall
Susan R. Marshall, Mayor

By:
Chief Financial Officer

EXHIBIT B

COMMITMENT LETTER

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

CLOSING SERVICES

FEB 04 2016

RECEIVED

January 21, 2016

VIA Email and Regular Mail
Susan.Marshall.tb@comcast.net
Honorable Susan R. Marshall, Mayor
Borough of Tuckerton
140 East Main Street
Tuckerton, NJ 08087

Re: Borough of Tuckerton
up to $1,498,896.39 NCR D&I Loan
P#39564/ P#41651

Dear Mayor Marshall:

I am pleased to inform you that the New Jersey Economic Development Authority (the "Authority") (i) has determined that the eligibility requirements of the loan program have been met; and (ii) approved the application of the Borough of Tuckerton for a Stronger NJ Neighborhood and Community Revitalization, Development & Public Improvement Program ("NCR D&I") loan in the maximum amount of up to $1,498,896.39 (the "Loan") to finance the acquisition, construction and rehabilitation of a new 6,300 square foot facility (the "Project") as stated in your application dated March 12, 2014.

The Authority, unless stated otherwise in this commitment letter, has approved the Loan upon the terms and conditions set forth in this commitment letter and the General Terms and Conditions of Lending attached and incorporated herein. No act or omission by or on behalf of the Authority shall be deemed as a waiver to any of the terms and conditions contained in this letter. Such a waiver may be made only by an instrument in writing duly executed by an authorized representative of the Authority.

SUBRECIPIENT: Borough of Tuckerton

PROJECT LOCATION: 420 East Main Street
(Block 63, Lot 7.01)
Tuckerton, New Jersey

LOAN:	$1,498,896.39 from the Authority for a term of thirty (30) years. The initial rate of interest for the first two (2) years of the Loan shall be 0%. Thereafter, the interest rate shall be fixed for eight (8) years at the five-year US Treasury rate as published by the Federal Reserve the week prior to closing of the Loan. Interest rate reset at end of each 10-year anniversary to the five-year US Treasury rate, then in effect. 25% of the principal amount of the Loan will be forgiven upon completion of the Project and issuance of a permanent Certificate of Occupancy. Upon an event of default or after maturity of the Loan, interest on the unpaid principal shall accrue at the rate in effect at the time of default, plus 5% per annum.
REPAYMENT:	No payments for the first twenty-four (24) months. Thereafter, equal monthly installments of principal in an amount to fully amortize the Loan over the remaining term *plus interest* payable monthly for three hundred thirty-six (336) months. Interest charges shall be computed on the basis of a 360-day year, based on the actual number of days elapsed.
PREPAYMENT PENALTY:	None
REPORTING REQUIREMENTS:	The Subrecipient shall submit to the Authority all reports required by the New Jersey Department of Community Affairs, Community Development Block Grant Disaster Recovery program, including, but not limited to financial records, ledgers, bank statements, contracts, invoices and receipts related to the Loan. These records must be retained for five years from the closeout of the Project.
DISBURSEMENTS:	The Loan proceeds will be disbursed in accordance with the following requirements: (1) receipt of a statement or invoice together with a requisition signed by the Subrecipient stating (a) the name and address of the person or firm to be paid; and (b) the amount to be paid; or if the Subrecipient has already paid the invoice, proof of payment; (2) verification by the Authority of schedules indicating expenditures for the construction

costs; (3) inspection by the Authority of the completed construction; (4) final testing for cost reasonableness; and (5) compliance with the terms of this commitment letter. **All disbursements must be funded by June 1, 2017.**

PREVAILING WAGE: Subrecipient shall comply with both the Davis-Bacon Act, as amended (40 U.S.C. §1341 et seq.) and the State prevailing wage rate. Where there is a conflict of the wage rates, the higher of the two rates shall prevail.

ENVIRONMENTAL IMPACT: Subrecipient shall address all environmental concerns as detailed by the New Jersey Department of Environmental Protection ("DEP") Environmental Assessment dated December 16, 2014.

ELIGIBILITY

The Subrecipient hereby represents that:

(a) The project is located in one of the nine (9) most impacted counties as delineated in the HUD Federal Register of March 5, 2013 and the project was physically damaged by the storm, or has a nexus to the storm.

(b) Subrecipient has not received other funds from the State for any activity, whether related or unrelated to the Project, other than those disclosed on the Subrecipient's NCR D&I Loan Application.

(c) The Subrecipient did not commence or did halt all construction related activities since the Subrecipient applied for the Loan while awaiting an environmental review and clearance from the DEP and HUD.

(d) To the extent any part of the Project is comprised of any construction or equipment with a value greater than $5,000 in the aggregate and is located in a Flood Plain, the Subrecipient shall provide evidence of Flood Insurance prior to seeking disbursement.

STANDARD PROVISIONS

DUPLICATION OF BENEFITS

The Subrecipient acknowledges there has been no Duplication of Benefits for the Project. The Subrecipient agrees that all Federal Emergency Management Agency ("FEMA"), SBA, insurance proceeds and other funds received or planned to be received, sourced from governmental or private agencies as compensation for damages resulting from the Storm, has been disclosed to the Authority. The Subrecipient shall disclose to the Authority any future FEMA, SBA, insurance proceeds or other funds received from government or private agencies as compensation for damages resulting from the Storm.

JOB REPORTS

If applicable, every six (6) months during the term of the Loan, Subrecipient shall report to the Authority on the creation and retention of jobs at Subrecipient' s business, including the types of jobs, the total number of jobs, whether the jobs are permanent, temporary or seasonal, full or part time, and the annual wages or salary of these jobs. After the term of the Loan, Subrecipient shall continue to send the monthly reports until there are two (2) consecutive months where the number of full-time permanent jobs does not increase, or until the Authority notifies Subrecipient to stop. Subrecipient agrees to maintain its records relating to job creation and retention for five (5) years after the term of the Loan. .

DRUG FREE WORKPLACE

The Subrecipient agrees to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

PREFERRED SUPPLIERS

Subrecipient acknowledges and agrees that it has been informed that the use of small and disadvantaged businesses business, minority owned firms, veteran-owned and women's business enterprises for contractors, suppliers, labor and products is preferred, and Subrecipient agrees that, to the extent feasible, Subrecipient shall use such businesses in connection with the Project.

CONFLICT OF INTEREST

Subrecipient has reviewed and shall adhere to the Authority's Conflict of Interest policy, which incorporates both the State Conflict of Interest Law, N.J.S.A. 52:13D-1 et seq. and applicable federal law. It will 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. No one who exercises any functions or responsibilities, or who is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from a CDBG-assisted activity (or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG assisted activity.)

HATCH ACT

Subrecipient covenants that no Loan funds shall be used to finance the use of facilities or equipment for political purposes, or engage in other partisan activities (e.g. candidate forums, voter transportation, or voter registration). It will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR §570.207.

RELIGIOUS ACTIVITY

Subrecipient will 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 Subrecipient Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response (March 5, 2013). Funding for rehabilitating or reconstructing a storm-damaged or destroyed building may be appropriate where a facility is not used exclusively for the benefit of the religious congregation (i.e., a homeless shelter, food pantry, adult literacy or child care center). When used for both religious and secular purposes, CDBG-DR funds may pay the portion of eligible rehabilitation or construction costs attributable to the non-religious use.

LOBBYING

Subrecipient certifies that no federally appointed funds will be used for lobbying purposes regardless of level of government.

FEDERAL LABOR STANDARDS

a. Subrecipient will administer and enforce the labor standards requirement set forth in 24 CFR §570.603 and any other regulations issued to implement such requirements;

b. Subrecipient will comply with Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603;

c. Subrecipient will comply with the Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.);

d. Subrecipient will 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. Subrecipient will 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. Subrecipient will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

STATE LAW LABOR STANDARDS

a. Subrecipient shall comply with the Authority's prevailing wage requirements as set forth in N.J.S.A. 34:1B-5.1. The greater of Davis-Bacon or the State's prevailing wage shall be used.

b. All construction contracts regarding the Project must contain additional language as to comply with the Authority's Affirmative Action Regulations.

Regulations, forms, and guidance documents (including an Affirmative Action and Prevailing Wage program summary) are available at www.njeda.com/affirmativeaction.

FAILURE OF THE SUBRECIPIENT TO COMPLY WITH THE ABOVE IS AN EVENT OF DEFAULT AND MAY RESULT IN THE LOAN HAVING TO BE PREPAID.

SECTION 3

a. Subrecipient shall comply 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 thereunder prior to the execution of the Subrecipient Agreement, compliance shall be a condition of the federal financial assistance provided under the Subrecipient Agreement and binding upon the Subrecipient and third-party entities. Subrecipient shall submit to the Authority one (1) form (HUD form 60002) at the end of each contract with each of its Contractors.

b. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

c. The Subrecipient's responsibilities include:

(i) Making efforts to meet the minimum numerical goals found at 24 CFR Part 135.30;

(ii) Complying with the specific responsibilities at 24 CFR Part 135.32; and

(iii) Submitting summary report in accordance with 24 CFR Part 135.90.

The Subrecipient acknowledges that the Section 3 language contained in **Appendix D** of the Subrecipient Agreement must be included in all contracts and subcontracts for the Project.

ENVIRONMENTAL IMPACT

For all activities undertaken, Subrecipient agrees that it will provide information as needed to the Authority for site-specific activities.

This will include, but is not limited to:

a. Providing the names of all facilities receiving federal assistance so that the Authority can ensure that the facilities are not listed on the List of Violating Facilities, issued by EPA pursuant to 40 CFR 15.20;

b. Providing site-specific information regarding the age, location and prior ground disturbance of all facilities assisted, to determine compliance requirements with Section 106 of the National Historic Preservation Act of 1966, and the Preservation of Archaeological and Historical Data Act of 1966. and the provisions of 24 CFR Part 55 and Executive Order 11988, as amended by Executive Order 12148, relating to evaluation of flood hazards;

c. It will work with the Authority to ensure beneficiaries comply with the flood insurance purchase requirement of Section 202(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of HUD as an area having special flood hazards. For purposes herein, the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal funding.

Additionally:

i. Subrecipient will follow the Authority's procedures and mechanisms to ensure that assisted property owners comply with all flood insurance requirements, prior to providing assistance, as well as post-assistance requirements related thereto,

ii. *Future Federal assistance to owners remaining in a floodplain.* (1) Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a) prohibits flood disaster assistance in certain circumstances. No Federal disaster relief assistance may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance and the person has subsequently failed to obtain and maintain flood insurance. Subrecipient may not provide CDBG disaster assistance for the repair, replacement, or restoration to a person who has failed to meet this requirement.

iii. Subrecipient will assist the Authority as to ensure that in the event of transfer of any property having received CDBG-DR assistance, the transferor notifies the transferee in writing of the requirements to 1) Obtain flood insurance, if the property is not insured as of the date of transfer; 2) Maintain flood insurance; 3) Require the transferor, if there is failure to notify the transferee, to reimburse the federal government in the amount of any subsequent disaster relief assistance if such funds are expended on the property after the date of transfer.

d. Subrecipient will cooperate with the Authority to require all assisted properties to be elevated, repaired, reconstructed or newly-constructed (including both commercial and residential properties) in accordance with the newly-released FEMA Base Flood Elevation Maps (reference table 2-6 in the state's Action Plan).

FAIR HOUSING AND NON-DISCRIMINATION

Any act of unlawful discrimination committed by Subrecipient or failure to comply with the following statutory and regulatory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action; Subrecipient agrees to comply with:

a. 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 Part1), 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 the Subrecipient receives federal financial assistance and will 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 the Subrecipient, this assurance shall obligate the Subrecipient, 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.

b. 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, with special provisions for Subrecipients with 15 or more employees requiring a formal, written grievance procedure for resolution of complaints.

c. Section 508 of the Rehabilitation Act of 1973, requiring that electronic and information technology be accessible to people with disabilities, including employees and members of the public.

d. Section 109 of Title I of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR Part §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 Part 6.

e. Sections 109, prohibiting discrimination to an otherwise qualified person with a handicap and prohibiting discrimination based on age, and 104(b)(2) of the Housing Community Development Act of 1974, implementing Section 109.

f. Age Discrimination Act of 1975, prohibiting discrimination on the basis of age.

g. Title II of the Americans with Disabilities Act of 1990, prohibiting discrimination and ensuring equal opportunity for persons with disabilities in employment, and commercial facilities.

Subrecipient will further comply with Executive Order 12086: Consolidation of contract compliance functions for equal employment opportunity, October 5, 1978.

CONDITIONS:

1. The Subrecipient must comply with all applicable Federal, State and municipal laws, rules and regulations applicable to the Project, whether or not cited in this Commitment Letter, including but not limited to HUD's Community Development Block Grant Regulations as set forth in 24 CFR Part 570.

2. Subrecipient will be required to provide to the Authority an opinion of counsel substantially in the form provided by the Authority (enclosed). Draft must be provided to the Authority prior to closing for review. The original is due at closing.

3. The Subrecipient shall provide to the Authority prior to closing:

(a) Certificate of Liability Insurance indicating amount of general liability coverage and naming State of New Jersey and NJEDA as *additional insured* regarding the Project Location;

(b) Evidence of Property Insurance with respect to the Project Location indicating amount of contents coverage and naming the NJEDA as *lender's loss payee*;

(c) Evidence of Property Insurance carried by the Subrecipient or its general contractor indicating amounts of **builder's risk coverage during the term of construction** (including all risk of direct physical loss or damage, including flood and earthquake, resulting from any external cause, except as excluded under the standard all risk policy form) and naming NJEDA as *lender's loss payee.*

(d) Copy of the Borough's resolution authorizing the Project and execution of the Loan documents.

4. The Subrecipient must cause the general contractor and any sub-trades to comply with the requirements and findings of Asbestos and Lead Paint Survey prepared by Environmental Management Associates, Inc. and ALC Environmental on December 24, 2015 (enclosed). The Subrecipient must cause all asbestos-containing materials to be removed and properly disposed of by a licensed asbestos abatement contractor utilizing industry standard procedures and in accordance with applicable federal, state, and local regulations prior to renovation or demolition of the building.

5. The Subrecipient must obtain all permits and the Subrecipient's contractor will obtain a certification as set forth in the DEP Environmental Assessment dated December 16, 2014 (enclosed).

Enclosed is the Contract/Construction Procedures Checklist for Public Business Loans and Grants and the Neighborhood Community Revitalization (NCR) D&I/Streetscape Bid Package, Contract, and Construction Documents Tracking Sheet to assist you during the procurement, contracting and construction process.

It is specifically understood and agreed that this Loan is *cross-defaulted* with any existing assistance and any future assistance provided by the Authority and/or the State of New Jersey to the Subrecipient and/or any of its subsidiaries, including, but not limited to, entities that may not be related to, but have common principals.

The interests of the Subrecipient and the Authority are or may be different and may conflict. The Authority's attorney represents only the Authority and does not represent the Subrecipient in the Loan transaction. The Subrecipient, therefore, is advised to employ an attorney licensed to practice in the State of New Jersey, of the Subrecipient's own choice, to represent the Subrecipient's interest in the Loan transaction.

The credit of the Subrecipient and all other features of the transaction shall be as represented to the Authority without material adverse change. The Subrecipient shall not be involved in any bankruptcy, reorganization or insolvency proceeding.

The Authority will require evidence satisfactory to it and its counsel that assets pledged to it as security for this financing are free and clear of any and all security interest, except as set forth herein. The Authority reserves the right to pre-file financing statements prior to closing.

Counsel to the Authority must be satisfied with respect to the legality, validity, binding effect, and enforceability of all instruments, agreements, and documents used to effect and consummate the transactions contemplated herein. All documentation shall be in form and substance satisfactory to the Authority.

By your acceptance of this commitment letter, you acknowledge this letter is issued at a time when the Authority has not undertaken a full business, credit, and legal analysis of the Subrecipient and/or the transaction(s) contemplated by this commitment. As a result of further investigation and analysis by the Authority and its counsel, information of which we are not presently aware may be revealed and/or certain other impediments to closing may come to our attention. Our mutual efforts will be directed toward the closing of this financing. The Authority may require the financing to be restructured or otherwise modified. As lender, the Authority is the sole judge of what an impediment is and whether the impediment is so serious as to preclude closing.

Subrecipient acknowledges that the terms of this commitment letter shall be incorporated into and become a part of the loan documents by reference as though these terms were set forth in their entirety in the loan documents delivered at or pursuant to any closing for this transaction.

The Authority, at its option, may announce and publicize the source of financing contemplated hereunder, by means and media selected by the Authority.

This commitment is subject to acceptance by the Subrecipient of the terms and conditions contained herein, in the Standard Provisions, and in the General Terms and Conditions of Lending.

Closing Instructions setting forth those items required for closing this Loan are included with this letter.

In the event this financing is not closed on or before April 5, 2016 ("Closing Date"), the Authority's obligation to provide financing hereunder shall terminate.

This commitment letter may be executed and delivered by telecopier, email, PDF or other facsimile transmission of all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

Your Stronger NJ NCR D&I Loan Team is available to assist you throughout the Loan and disbursement process. **Please contact the following Team Members should you have any questions regarding your Loan:**

Michael Conte, Senior Credit and Real Estate Underwriter at 973-855-3449 or mconte@njeda.com if you have any questions regarding this commitment letter.

Alice Catapano, Program Manager at 609-858-6726 or acatapano@njeda.com if you have any questions regarding closing of and due diligence documentation for this Loan transaction.

Sal Bartolotta, Senior Program Officer at 609-858-6056 or sbartolotta@njeda.com if you have any questions regarding the disbursement of the Loan proceeds.

This commitment shall terminate and the Authority shall have no further obligation or liability hereunder if this letter is not signed and returned together with the signed Notice Regarding Affirmative Action/Prevailing Wage and Green Building Requirements on or before February 5, 2016 ("Acceptance Date") to RENEE KRUG, Administrative Assistant, at rkrug@njeda.com.

We are pleased to be of service to your financing needs.

Sincerely,

David A. Lawyer
Director
Credit and Real Estate Underwriting

AC
c: P. Ceppi
S. Quattro
L. Young
K. Agesen
B. Serratelli
D. Butcavage

ACCEPTED AND AGREED
THIS 21st DAY OF [illegible], 2016:

SUBRECIPIENT:
BOROUGH OF TUCKERTON

By: [illegible signature]
Name: [illegible]
Title: [illegible]

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
INTERNAL PROCESS MANAGEMENT DEPARTMENT
OFFICE OF AFFIRMATIVE ACTION
NJEDA WEB www.njeda.com/affirmativeaction
NJEDA EMAIL affirmativeaction@njeda.com
NJEDA PHONE (973) 855-3447

NOTICE REGARDING AFFIRMATIVE ACTION/PREVAILING WAGE AND GREEN BUILDING REQUIREMENTS

PROJECT NUMBER: P39564
PROJECT NAME: Borough of Tuckerton

THIS PROJECT MAY BE SUBJECT TO NJEDA AFFIRMATIVE ACTION/PREVAILING WAGE AND GREEN BUILDING REQUIREMENTS. THE TERM CONSTRUCTION INCLUDES ANY CONSTRUCTION, RECONSTRUCTION, DEMOLITION, ALTERATION, REPAIR WORK, RENOVATION, OR CONSTRUCTION/RENOVATION WORK RELATED TO THE INSTALLATION OF EQUIPMENT. IN ADDITION, IF THIS PROJECT IS AN INCENTIVE PROJECT IT MAY BE SUBJECT TO GREEN BUILDING REQUIREMENTS. WE ENCOURAGE YOU TO VISIT www.njeda.com/affirmativeaction AND www.njeda.com/urbantransithub.com TO LEARN MORE ABOUT THESE REQUIREMENTS. PLEASE CONTACT YOUR BUSINESS DEVELOPMENT OFFICER SHOULD YOU HAVE ANY QUESTIONS OR CONCERNS.

TYPE OF ASSISTANCE: NCR D&I Loan

AMOUNT: up to $1,498,896.39

CUSTOMER CONTACT INFORMATION, INCLUDING EMAIL AND MAILING ADDRESS FROM COMMITMENT/APPROVAL LETTER:
Susan.Marshall.tb@comcast.net
Honorable Susan R. Marshall, Mayor
Borough of Tuckerton
140 East Main Street
Tuckerton, NJ 08087

CUSTOMER PHONE NUMBER FROM APPLICATION: [illegible]

COMPLETE AND RETURN THIS FORM WITH COMMITMENT/APPROVAL LETTER

CUSTOMER CONTACT PERSON FOR AA/PW:

NAME: [illegible]

ADDRESS: [illegible]
[illegible] NJ 08087

PHONE NUMBER: [illegible]

EMAIL ADDRESS: [illegible]tb@comcast.net

CHECK WHICH STATEMENTS APPLY AND COMPLETE DATES:

☐ DATE CONSTRUCTION IS EXPECTED TO BEGIN: ____

☐ DATE CONSTRUCTION STARTED ____

☐ SIGNED CONSTRUCTION CONTRACT WHICH INCLUDES NJEDA AA/PW REQUIRED LANGUAGE ____

☐ THIS PROJECT DOES NOT INCLUDE CONSTRUCTION.

☐ ESTIMATED # OF TOTAL CONSTRUCTION JOBS ____

☑ OTHER - NONE OF THE BOXES ABOVE APPLY *BECAUSE* (EXAMPLES OF EXPLANATIONS MAY INCLUDE: 1) HAVE NOT SELECTED A GENERAL CONTRACTOR OR 2) HAVE NOT SELECTED A LOCATION) [illegible] 16 so [illegible] contractor has not been selected.

(Please provide signature below)

[illegible signature]

NAME:
TITLE: [illegible]

APPENDICES TABLE OF CONTENTS

APPENDIX A

LIST OF ELIGIBLE EXPENDITURES and PROJECT BUDGET:
(attached)

NOTE: THE ABOVE LIST SHOULD ONLY INCLUDE CATEGORIES REQUESTED BY THE APPLICANT UNDER THE REQUESTED ASSISTANCE.

OWEN, LITTLE & ASSOCIATES INC.

PROJECT BUDGET WORKSHEET

Date:	3/30/2015, Revised 4/8/2016
Project Name:	Tuckerton Borough Municipal Building Improvements
Project No.:	TK-9-GNL
Project Type:	NJEDA-AUGF Cost Estimate
Municipality:	Borough of Tuckerton
Prepared By:	Frank J. Little, Jr., P.E.,P.P.,C.M.E.

Item	Description	Amount
1	**Construction**	
a.	Sitework	$193,373.75
b.	Building Construction	$548,085.00
c	Total Construction Cost	$741,458.75
d	Soft Cost Allowance	$148,291.76
e	Allowable Contingency (10%)	$74,145.88
	SUBTOTAL	**$963,896.39**
2	**Acquisition**	$535,000.00
	TOTAL PROJECT COST (ITEMS 1 AND 2)	**$1,498,896.39**

Frank J. Little, Jr., P.E.,P.P.,C.M.E.
Borough Engineer

APPENDIX B

PROJECT SCHEDULE
(attached)

OWEN,
LITTLE
& ASSOCIATES
INC.

Engineers
Planners
Surveyors
GIS Specialists

Frank J. Little, Jr., P.E., P.P., C.M.E.
Douglas F. Klee, P.E., P.P., C.M.E.
William J. Berg, P.L.S.

APPENDIX B

Borough of Tuckerton
New Jersey Economic Development Authority
NCR D & I Loan

<u>Anticipated Project Schedule</u>

Bid Advertisement	August 15, 2016
Bid Receipt	September 8, 2016
Award of Contract	September 19, 2016
Construction Start Date	September 26, 2016
Construction Completion Date	May 30, 2017

443 Atlantic City Blvd.
Beachwood, NJ 08722
732-244-1090
Fax 732-341-3412
www.owenlittle.com
info@owenlittle.com

<u>APPENDIX C</u>

PROJECT PROGRESS REPORT
(form attached)

New Jersey Economic Development Authority

Construction Progress Schedule

PLEASE COMPLETE AND SUBMIT TO NJEDA ON A MONTHLY BASIS

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Construction practices and HUD administrative requirements establish the need to maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts. These forms are used to provide information on the construction progress schedule and schedule of amounts for contract payments. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Name of Municipality		
2. City	3. State	5. Project Name
4. Location		6. Project Number
7. Contract For		8. Contract Time (Days)
9. From (mm/dd/yyyy)	To (mm/dd/yyyy)	10. Contract Price $

Submit as many pages as necessary to cover the construction period.)								
	Year (yyyy)							
	Month							
Actual Monthly Work in Place	Value, ($)							
Actual Accumulated Progress	(/o)							
Anticipated Monthly Value	($)							
Accumulated Scheduled Progress	(/o)							

Submitted by	Contractor's Name		
	Title	Signature	Date (mm/dd/yyyy)
Approved by	Municipality Rep		
	Title		Date (mm/dd/yyyy)
Approved by	Architect		Date (mm/dd/yyyy)

Description of work performed:

APPENDIX D

SUBRECIPIENT STATEMENT OF ASSURANCES

Subrecipient hereby assures and certifies that:

1. Its governing body has duly adopted a resolution, motion or similar action authorizing the signing of the CDBG – DR Subrecipient Agreement with the New Jersey Economic Development Authority and directing and authorizing the person identified as the official representative of the Subrecipient to act in connection with the CDBG-DR Grant Funds, sign all understandings and assurances contained therein, and to provide such additional information as may be required.

2. It will enforce safeguards to prohibit employees from using official 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.

3. It will 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.

4. It will comply with the provisions of the Hatch Act that limit the political activity of certain employees and the HUD regulations governing political activity at 24 CFR §570.207.

5. It will give the Authority, 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.

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

7. It certifies that no federally appointed funds will be used for lobbying purposes regardless of level of government.

8. It will comply, and require sub-subrecipients, to comply with the drug-free workplace requirements contained at 24 CFR, Part 24, Subpart F and established by the Drug-Free Workplace Act.

9. Subrecipient agrees to 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 Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Hurricane Sandy:

   a. Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subparts J and K of these regulations, except that (1) Subrecipient does not assume the DCA's environmental responsibilities described in 24 CFR 570.604 and (2) Subrecipient does not assume the DCA's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

   b. Subrecipient also agrees to comply with all other applicable federal, State and local laws, regulations and policies governing the Grant Funds available under this Agreement to supplement rather than supplant funds otherwise available.

10. ENVIRONMENTAL IMPACT

Subrecipient will comply with the following environmental regulations, as they may be applicable

a) Executive Order 11990, Protection of Wetlands;
b) The Coastal Zone Management Act Sections 307(c)(d);
c) In relation to water quality:
    i. Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution
    ii. 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 determines may contaminate an aquifer which is the sole or principal drinking water source for an area; and
    iii. It will 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.
d) Wild and Scenic Rivers Act of 1968 {Sections 7(b) and (c)}, as amended
e) It will comply with 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 Environmental Protection Agency regulations (40 CFR part 15);
f) It will comply with the Clean Air Act of 1970 (Sections 176(c), (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.
g) It will comply with noise abatement and control requirement found at 24 CFR 51B;
h) It will comply with the provisions of 24 CFR 51C, explosive and flammable operations;
i) It will comply with the provisions of 24 CFR 58.5(i) relating to toxic chemicals and radioactive materials;
j) It will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.).

11. FINANCIAL MANAGEMENT AND PROCUREMENT
    i. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments) as amended and made part of State regulations;
    ii. A-102 (Grants and Cooperative Agreements with State and Local Governments), as amended and made part of State regulations;
    iii. OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), revised;
    iv. 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments) and
    v. Certification by Sub-recipient's Contractors, and subcontractors, that such 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 part 24 (CDBG funds may not be provided to excluded or disqualified persons);
    vi. 24 CFR 570.489: Program Administrative Requirements;
    vii. 24 CFR 570.490: Recordkeeping requirements; and
    viii. It will comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administrative requirements; and
    ix. 24 CFR Section 570.489(j) regarding change of use of real property. These standards apply to real property within Sub-recipient's control (including activities undertaken by sub-sub-recipients) which was acquired in whole or in part using CDBG-DR funds in excess of the small purchase procurement threshold in 24 CFR 85.36. These standards apply from the date CDBG-DR funds are first spent until five years after the closeout of the Program.

1. Subrecipient may not 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 and is not a building for the general conduct of government;

   b. The requirements of 24 CFR Section 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 will no longer be subject to any CDBG-DR requirements.

12. FEDERAL LABOR STANDARDS

i. Subrecipient will administer and enforce the labor standards requirement set forth in 24 CFR §570.603 and any other regulations issued to implement such requirements;

ii. Subrecipient will comply with Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603;

iii. It will comply with the Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.);

iv. It will 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;

v. It will 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;

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

vii. It will comply with the following HUD regulations and/or guidance:

- 24 CFR 570.489(l): Debarment and suspension
- 24 CFR 570.603: Labor standards
- 24 CFR 570.609: Use of debarred, suspended, or ineligible Contractors or sub-sub-recipients.
- HUD Handbook 1344.1 Federal Labor Standards Compliance in Housing and Community Development Programs

viii. It will comply with the following United States Department of Labor regulations in parallel with HUD requirements above:

- 29 CFR Part 1: Procedures for Predetermination of Wage Rates
- 29 CFR Part 3: Contractors and Subcontractors on Public Building or Public Work Financed In Whole or In Part by Loans or Grants from the United States
- 29 CFR Part 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)
- 29 CFR Part 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)
- 29 CFR Part 6: Rules of Practice for Administrative Proceedings Enforcing Labor Standards In Federal and Federally Assisted Construction Contracts and Federal Service Contracts
- 29 CFR Part 7: Practice Before the Administrative Review Board With Regard to Federal and Federally Assisted Construction Contracts.

FAIR HOUSING AND NON-DISCRIMINATION

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 agrees to comply with:

i. 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 Part1), 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 the Subrecipient receives federal financial assistance and will 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 the Subrecipient, this assurance shall obligate the Sub-recipient, 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.

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

Section 3, Housing and Urban Development Act of 1968.
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.
The Subrecipient shall ensure compliance with the statutory and regulatory requirements of Section 3 in its own operations, and those of covered Contractors. These responsibilities include:

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

If covered Contractors receive awards that exceed $100,000 for the construction and rehabilitation activities listed above, responsibility for Section 3 compliance is shared between the Subrecipient and that firm (with the exception of the submission of the Section 3 Annual report (Form HUD 60002), which must be submitted to the Authority

Specifically, the Subrecipient shall be responsible for awarding 10 percent of the total dollar amount of all covered contracts to Section 3 business concerns.

The following language must be enforced by the Subrecipient in its existing contracts funded by the Grant Funds and must be included in all contracts and subcontracts entered into after the Effective Date of this Agreement:

A. 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.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 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 the part 135 regulations.

C. 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 will 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.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 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 Part 135. The contractor will 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 Part 135.

E. The contractor will 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 part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

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

G. Subrecipient will further comply with:

24 Code of Federal Regulations Part 570.608 and Part 35: Lead-Based Paint
ii) 24 Code of Federal Regulations Part 570.614: Architectural Barriers Act and Americans with Disabilities Act
iii) 24 Code of Federal Regulations Part 570.904: Equal Opportunity and Fair Housing Review
iv) 24 Code of Federal Regulations Part 570.912: Nondiscrimination compliance

COMPLIANCE WITH 24 CFR PART 85,
ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE, LOCAL AND FEDERALLY RECOGNIZED INDIAN TRIBAL GOVERNEMENTS

Subrecipient shall be subject to and agrees to comply with the provisions of 24 CFR Part 85, or where the New Jersey Local Public Contract Law is more stringent, Subrecipient shall comply with N.J.S.A. 40A:11 *et seq.*

APPENDIX E

DUPLICATION OF BENEFITS AFFIDAVIT (for Subrecipient)
(attached)

DUPLICATION OF BENEFITS AFFIDAVIT

Please identify all insurance coverage on the damaged property. If there was no insurance on the property please enter "none" in the space below. If there was insurance on the entity please include the name of the insurance company, policy number, claim number, and settled amount, if any. This includes insurance providers from which you did not receive insurance monies as compensation for Superstorm Sandy. Copies of the insurance policies in place at the time of Superstorm Sandy and any correspondence with the insurance companies on or after October 29, 2012, must be attached to the application.

Insurance Company	Policy Number	Coverage Type	Claim Number	Settled Amount
[illegible]	05-87	Full	5750044957	50,000
[illegible]	3400045303	Flood	3400395002	1500

Please provide below any sources of funds that the entity has been awarded and/or received as a result of Superstorm Sandy other than insurance. Sources of funds include, but are not limited to: Federal, State and local loan/grant programs, private or bank loans, nonprofit donations or loans. Please indicate below the amount allocated to your entity from any and all funding sources.

Source of Funds	Application Number	Amount Received
FEMA	F*4086 LA*00 DR-4086 PW 00351	HC

FEMA has obligated $32,923, but has not given the money out as of 7/25/14.

The undersigned, on behalf of and as a duly authorized agent and representative of [illegible] (the "Company/Municipality") certifies that it has disclosed to the New Jersey Economic Development Authority ("NJEDA") in this affidavit all FEMA, SBA, insurance proceeds and other funds received, to be received, or any future payments received as compensation for damages resulting from these declared disasters for which assistance may be provided by NJEDA.

The Company/Municipality acknowledges that it may be prosecuted by Federal, State, or local authorities and/or that repayment of all disaster recovery funds may be required in the event that it makes or files false, misleading, or incomplete statements or documents.

By: Jenny Gleghorn, Borough Administrator/Clerk

Witness: [illegible] Deputy Clerk

APPENDIX F

SUBROGATION AND ASSIGNMENT AGREEMENT (for Subrecipient)
(attached)

SUBROGATION AND ASSIGNMENT AGREEMENT (for Subrecipient)

This Subrogation and Assignment Agreement (hereinafter the "Agreement") is entered into by and between the **BOROUGH OF TUCKERTON,** a municipality duly created and validly existing under the Constitution and laws of the State of New Jersey having its principal offices at 140 East Main Street Tuckerton, NJ 08087 (the "Subrecipient"), and the New Jersey Economic Development Authority, a body corporate and politic organized and existing under the authority of N.J.S.A. 34:1B-1 et seq., having its offices at 36 West State Street, P.O. Box 990, Trenton, New Jersey 08625-0990, (the "Authority"), the above entities being hereinafter referred to as the "Parties."

In consideration of Subrecipient's receipt of funds or the commitment by the Authority to the disbursal of funds (collectively, the "Grant Proceeds") under the Community Development Block Grant Disaster Recovery Program ("CDBG-DR" Program), administered by the Authority, Subrecipient hereby assigns to the Authority all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that were the basis of the calculation of Subrecipient's award to the extent of Grant Proceeds paid or to be paid to Subrecipient under the Stronger NJ Neighborhood Community Revitalization Program (the "Program") and that are determined in the sole discretion of the CDBG-DR Program to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, collectively shall be referred to hereinafter as "Proceeds." Any Proceeds that are a DOB collectively shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds not listed on the Duplication of Benefits Affidavit, Subrecipient agrees to immediately notify the Authority, who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the Authority, to be retained and/or disbursed as provided in this Agreement.

Subrecipient agrees to assist and cooperate with the Authority if it elects to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include, but shall not be limited to, allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the Authority. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program. The Subrecipient shall on demand pay to the Authority, the reasonable fees of such attorneys and other expenses so incurred by the Authority in the pursuit of any claims against insurers or attainment and collection of any entitlement under other applicable Disaster Program.

If requested by the Authority, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the Authority, to the extent of the Grant Proceeds paid to Subrecipient under the Program, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the Authority to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows the Authority to request of any company with which Subrecipient held insurance policies, or FEMA, or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by the Authority to monitor and/or enforce its interest in the rights assigned to it under this Agreement, and give Subrecipient's consent to such company to release said information to the Authority.

If Subrecipient hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to the Authority. Additionally, if Subrecipient receives Grant Proceeds under the Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award, the Subrecipient agrees to promptly reimburse such amounts to the Authority.

In the event that the Subrecipient receives or is scheduled to receive any Proceeds not listed on its Duplication of Benefits Affidavit ("Subsequent Proceeds"), Subrecipient shall pay such Subsequent Proceeds directly to the Authority who will determine the amount, if any, of such Subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient.

Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Loan Proceeds, any Subsequent DOB Proceeds shall be retained by the Authority in an amount that satisfies the Loan Proceeds disbursed to the Subrecipient.

2. If the Subrecipient has received no payment of the Loan Proceeds, any Subsequent DOB Proceeds shall be used by the Authority to reduce payments of the Loan Proceeds to the Subrecipient and all Subsequent DOB Proceeds in excess of the Loan Proceeds disbursed shall be returned to the Subrecipient.

3. If the Subrecipient has received a portion of the Loan Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: Subsequent DOB Proceeds shall first be used to offset Loan Proceeds already disbursed and reduce the remaining payments of the Loan Proceeds. Subsequent DOB Proceeds in excess of the total Loan Proceeds disbursed shall be returned to the Subrecipient.

4. If the Authority makes the determination that the Subrecipient does not qualify to participate in the Program or the Subrecipient determines not to participate in the Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once the Authority has recovered an amount equal to the Grant Proceeds paid to the Subrecipient, the Authority will reassign to Subrecipient any rights assigned to the Authority pursuant to this Agreement.

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and may be delivered by telecopier, e-mail, PDF or other facsimile transmission all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

Subrecipient represents that all statements and representations made regarding Proceeds received by it are true and correct as of the day and year last written below.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been duly executed on the day and year last written below.

WITNESS:

BOROUGH OF TUCKERTON

By: Susan R. Marshall
Susan R. Marshall
Mayor

Date: July 13, 2016

WITNESS:

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

By: Arlene M Clark
Arlene M. Clark
Director-Closing Services

Date: July 14, 2016

APPENDIX G

JOBS REPORTING WORKSHEET
(attached)

This worksheet may be submitted via email, fax, or U.S. Mail and may be made available on-line.

If applicable, it is required semiannually following the Effective Date

If applicable, it is required monthly following the Effective Date.

Neighborhood Community Revitalization Program
Job Reporting Worksheet

Subrecipient Name	
Subrecipient's Address	
Date of Closing	
Date of Report	
Total Term of Loan	
# of Months Elapsed	0

	Employee Name		Job Title	Job Classification									Address of Job
	First Name	Last Name		New	Retained	Permanent	Temporary	Seasonal	Full Time	Part Time	Annual Salary	Date Started (xx/xx/xx)	
				Use an "X" in each cell that applies to each job.									
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APPENDIX H

ENVIRONMENTAL DOCUMENTS
(attached)

Authority to Use Grant Funds

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

To: (name & address of Grant Recipient & name & title of Chief Executive Officer)	Copy To: (name & address of SubRecipient)
Ms. Stacy Bonnaffons Assistant Commissioner NJ Department of Community Affairs 101 S. Broad Street Trenton, NJ 08625-0800	Kevin Roddy, ICFI

We received your Request for Release of Funds and Certification, form HUD-7015.15 on	01/13/2015
Your Request was for HUD/State Identification Number	B-13-DS-34-0001

All objections, if received, have been considered. And the minimum waiting period has transpired.
You are hereby authorized to use funds provided to you under the above HUD/State Identification Number.
File this form for proper record keeping, audit, and inspection purposes.

Program Activity: Borough of Tuckerton (NCR#39564)

Program Description: This project has two components, there will be acquisition of a former private school and rehabilitation of the building. The building will be converted into a municipal services building with a parking lot under the Neighborhood and Community Revitalization Program.

CDBG-DR Funding: $1,500,000
Total Project Funding: $1,500,000

Project Location: 420 E. Main Street, Tuckerton, NJ 08087 (Ocean County)

Typed Name of Authorizing Officer	Signature of Authorizing Officer	Date (mm/dd/yyyy)
Marion Mollegen McFadden Title of Authorizing Officer Deputy Assistant Secretary for Grant Programs	X	JAN 2 2015

Previous editions are obsolete.

form HUD-7015.16 (2/94)
ref. Handbook 6513.01

ENVIRONMENTAL ASSESSMENT

Determinations and Compliance Findings for HUD-Assisted Projects

24 CFR Part 58

Responsible Entity: New Jersey Department of Consumer Affairs, Richard Constable III, Commissioner

Applicant Name: (First) (Last)

-or- Borough of Tuckerton (Business/Corporate Name)

Project Location: 420 East Main Street (Street Address)

Tuckerton (Municipality) Ocean (County) New Jersey (State)

63 (Block) 7.01 (Lot)

Conditions for Approval [40 CFR 1505.2(c)]: (List all mitigation and project modification measures required by the Responsible Entity to eliminate or minimize adverse environmental impacts. These conditions must be included in project contracts and other relevant documents as required. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.)

The following mitigation measures are required as conditions for approval of the project:

General

1. Acquire all required federal, state and local permits prior to commencement of construction and comply with all permit conditions.
2. If the scope of work of a proposed activity changes significantly, the application for funding must be revised and resubmitted for reevaluation under the National Environmental Policy Act.

Water Quality

3. Implement and maintain erosion and sedimentation control measures sufficient to prevent deposition of sediment and eroded soil in offsite waters and to prevent erosion in offsite waters.
4. Minimize soil compaction by minimizing project activities in vegetated areas, including lawns.

Drainage/Storm Water Runoff

5. Temporary soil disturbances during construction on the project site will require the applicant to implement best management practices to minimize any potential short-term impacts.
6. Applicant must comply will requirements under stormwater discharge permits with oversight by local soil conservation districts to minimize any potential short-term impacts.
7. Best management practices will be used to properly manage operational storm water runoff.

Air Quality

8. Use water or chemical dust suppressant in exposed areas to control dust
9. Cover the load compartments of trucks hauling dust-generating materials
10. Reduce vehicle speed on non-paved areas and keep paved areas clean
11. Retrofit older equipment with pollution controls
12. Establish and follow specified procedures for managing contaminated materials discovered or generated during construction
13. Employ spill mitigation measures immediately upon a spill of fuel or other hazardous material
14. Obtain an air pollution control permit to construct and a certificate to operate for all equipment subject to N.J.A.C. 7:27-8.2(c). Such equipment includes, but is not limited to, the following:
    a. Any commercial fuel combustion equipment rated with a maximum heat input of 1,000,000 British Thermal Units per hour or greater to the burning chamber (N.J.A.C. 7:27-8.2(c)1);
    b. Any stationary storage tank for volatile organic compounds with a capacity of 2,000 gallons and a vapor pressure of 0.02 pounds per square inch or greater (N.J.A.C. 7:27-8.2(c)9);
    c. Any tank, reservoir, container, or bin with capacity in excess of 2,000 cubic feet used for storage of solid particles (N.J.A.C. 7:27-8.2(c)10); and
    d. Any stationary reciprocating engine with a maximum rated power output of 37 kW or greater, used for generating electricity, not including emergency generators (N.J.A.C. 7:27-8.2(c)21).
15. Minimize idling and ensure that all on-road vehicles and non-road construction equipment operated at or visiting the project site comply with the applicable smoke and "3-minute idling" limits (N.J.A.C. 7:27-14.3, 14.4, 15.3 and 15.8).
16. Ensure that all diesel on-road vehicles and non-road construction equipment used on or visiting the project site use ultra-low sulfur fuel (<15 ppm sulfur) in accordance with the federal Non-road Diesel Rule (40 CFR Parts 9, 69, 80, 86, 89, 94, 1039, 1051, 1065, 1068).
17. Operate, if possible, newer on-road diesel vehicles and non-road construction equipment equipped with tier 4 engines, or equipment equipped with an exhaust retrofit device.

Hazardous Materials

18. All activities must comply with applicable federal, state, and local laws and regulations regarding asbestos, including but not limited to the following:
    - National Emission Standard for Asbestos, standard for demolition and renovation, 40 CFR 61.145
    - National Emission Standard for Asbestos, standard for waste disposal for manufacturing, fabricating, demolition, and spraying operations, 40 CFR 61.150
    - NJAC 7:26-2.12—Generator requirements for disposal of asbestos containing waste materials
    - New Jersey Asbestos Control and Licensing Act, N.J.S.A. 34:5A-32 et seq.
19. Applicant must comply with all laws and regulations concerning the proper handling, removal and disposal of hazardous materials (e.g. asbestos, lead-based paint) or household waste (e.g. construction and demolition debris, pesticides/herbicides, white goods).
20. All activities must comply with applicable federal, state, and local laws and regulations regarding lead-based paint, including but not limited to HUD's lead-based paint regulations in 24 CFR Part 35 Subparts B, H, and J.
21. All residential structures must be free of mold attributable to Superstorm Sandy.

FINDING:

☒Finding of No Significant Impact (FONSI) [24 CFR 58.40(g)(1); 40 CFR 1508.27]

(The project will not result in a significant impact on the quality of the human environment.)

☐Finding of Significant Impact [24 CFR 58.40(g)(2); 40 CFR 1508.27]

(The project may significantly affect the quality of the human environment.)

CERTIFICATIONS:

Matthew Adelson, Tetra Tech, Inc.		12/15/2014
Preparer Name and Agency	Preparer Signature	Preparer Completion Date
Richard E. Constable, III		12-16-14
RE Certifying Officer Name	RE Certifying Officer Signature	RE CO Signature Date

Funding Information:

Grant Number	HUD Program	Funding Amount
B-13-DS-34-0001	Neighborhood Community Revitalization	$1,500,000

Estimated Total HUD Funded Amount:

$1,500,000

Estimated Total Project Cost [24 CFR 58.32(d)]:

$1,500,000

Statement of Purpose and Need for the Proposal [40 CFR 1508.9(b)]:

The purpose of this project is two-fold; first, to acquire a parcel of land (block 63, lot 7.01) and second, to rehabilitate and redevelop that parcel. The rehabilitation aspect of the project includes, but is not limited to, converting a former private school into a municipal services building and adding an additional parking lot in the front of the building. When completed, the new municipal services complex is not expected to generate any new employment; however, its relocation will greatly increase the quality of life of residents and will be more resilient to future storm events. This project is needed to replace the existing Tuckerton Police Department building, which was substantially damaged by a 4 foot storm surge, resulting in extensive flooding to the police department building, as well as two sheds to the north and south side of the police department.

Description of the Proposed Project [24 CFR 50.12 & 58.32, 40 CFR 1508.25]: (Include all contemplated actions that are logically either geographically or functionally a composite part of the project, regardless of the source of funding. As appropriate, attach maps, site plans, renderings, photographs, budgets, and other descriptive information.)

The first component of this project is the acquisition of a land parcel. Due to Superstorm Sandy, a 4-foot storm surge occurred, inundating the waterfront areas and causing extensive flooding to the former Tuckerton Police Department building, the building contents, the shed on the north side of the building, and the shed on the south side of the building. The Borough of Tuckerton therefore initiated and completed an acquisition of what was previously the Coastal Early Learning Center, a school that was closed and left vacant since 2011.

The second component consists of the rehabilitation aspect of the project, which entails rehabilitating the school building to accommodate all municipal services, including Borough Hall, the Emergency Management Office and Operations Center, the Police Department and the Court. This rehabilitation will consist of new sheetrock, masonry, siding and rails, as well as flooring, doors and hardware, glass, acoustic ceiling and toilet accessories; plumbing and electric will be connected to existing public sewer and water utilities, and solar panels will be installed on the roof of the building. The rehabilitation also includes a proposal for a new 5,000-square foot parking lot in the front of the building. The new municipal services building is not expected to generate any new employment; however, it will located in an area more resilient to future storm events. Furthermore, the rehabilitation of the existing building would not change the footprint or elevation of the current structure.

Existing Conditions and Trends [24 CFR 58.40(a)]: (Describe the existing conditions of the project area and its surroundings, and the trends likely to continue in the absence of the project.)

The 1.23-acre[1] project site houses the former Coastal Early Learning Center, a school that was closed and left vacant since 2011. The area in which the school was located is predominantly residential with commercial and government properties located in the surrounding area (a public car-wash adjacent to the southeastern boundary and a building housing the New Jersey National Guard are located approximately 200 feet southwest). The proposed project centers on the rehabilitation and redevelopment of a former private school building into a municipal services building in Tuckerton, New Jersey. In the absence of the proposed project, the community would be left with a municipal services building, including police department and courts, in a location susceptible to future flooding events and, even with elevation, the building would be potentially inaccessible if surrounding roads flooded making delivery of essential services more difficult and causing the viability of the community to worsen. Also in the absence of the project, the property proposed for redevelopment, vacant since 2011, would likely continue to be vacant.

[1] tax records indicate the parcel acreage as 1.13

PART I: STATUTORY CHECKLIST [24 CFR 50.4, 24 CFR 58.5]

DIRECTIONS – For each authority, check either Box "A" or "B" under "Status."

"A box" The project is in compliance, either because: (1) the nature of the project does not implicate the authority under consideration, or (2) supporting information documents that project compliance has been achieved. In either case, information must be provided as to WHY the authority is not implicated, or HOW compliance is met; OR

"B box" The project requires an additional compliance step or action, including, but not limited to, consultation with or approval from an oversight agency, performance of a study or analysis, completion of remediation or mitigation measure, or obtaining of license or permit.

IMPORTANT: Compliance documentation consists of verifiable source documents and/or relevant base data. Appropriate documentation must be provided for each law or authority. Documents may be incorporated by reference into the ERR provided that each source document is identified and available for inspection by interested parties. Proprietary material and studies that are not otherwise generally available for public review shall be included in the ERR. Refer to HUD guidance for more information.

Statute, Authority, Executive Order, Regulation, or Policy cited at 24 CFR §50.4 & §58.5	STATUS A	B	Compliance Documentation
1. Air Quality [Clean Air Act, as amended, particularly sections 176(c) & (d), and 40 CFR 6, 51, 93]	☒	☐	The proposed project is in compliance. Of the applicable activities, it involves new construction and change of land use, but it does not involve acquisition of undeveloped land, demolition, or major rehabilitation. According to the U.S. Environmental Protection Agency (USEPA), Ocean County has been designated a nonattainment or maintenance area for three National Ambient Air Quality Standard (NAAQS) pollutants (see NCR39564_USEPA_NonAttainment-MaintenanceforNAAQS_NCR_TO1069): • a moderate nonattainment area for 8-hour ozone (1997 Standard) • a marginal nonattainment area for 8-hour ozone (2008 Standard) • a non-classified maintenance area for carbon monoxide Emissions associated with the proposed project are estimated to be well below the threshold when compared to the federal General Conformity Rule de minimis thresholds. There will be temporary, unavoidable increases in particulate matter levels during the proposed repairs and rehabilitation of the building. While air quality may be temporarily affected during improvement activities, the proposed project will adhere to state air quality standards (N.J.A.C. 7:27-1 et seq.). Air quality effects will be mitigated to the extent feasible. The Division of Air Quality (DAQ) has revised the General Conformity Applicability Analysis for the DCA, HUD Community Development Block Grant for Disaster Recovery (CDBG-DR) for the

	☒	☐	Hurricane Sandy recovery efforts according to a memorandum from the DAQ dated January 23, 2014 (see NCR39546_Revised GeneralConformityApplicability_NCR_TO1069). The general conformity analysis is required by the Clean Air Act and Federal Regulation (40 CFR Part 93, (Subpart B)). This revision is due to updated information received from the Sandy Recovery Environmental and Historic Preservation Review Program regarding commercial construction activities associated with the CDBG-DR, which were not assessed in the original environmental assessment. The revised estimated air emissions, including the air emissions related to commercial construction activities, continue to remain well below the Federal General Conformity regulation's de minimis thresholds and are presented to conform to the State Implementation Plan (SIP). To avoid adverse air quality impacts, compliance with the regulatory requirements of New Jersey's Air Rules continues to remain in effect. Activities must still meet the State's Air Pollution Control requirements, e.g., obtaining permits when necessary, adherence to idling limitations, and implementation of all reasonable measures to mitigate dust and fugitive emissions from demolition and construction.
2. Airport Hazards (Clear Zones and Accident Potential Zones) [24 CFR 51D]	☒	☐	The proposed project is in compliance. Of the applicable activities, it involves new construction and change of land use, but it does not involve acquisition for construction, an increase in density, or major rehabilitation. The restrictions on construction and major rehabilitation of structures in runway protection zones (formerly called runway clear zones) apply to civil airports (24 CFR 51.303). Civil airports are defined as commercial service airports designated in the Federal Aviation Administration's National Plan of Integrated Airport Systems (NPIAS) (24 CFR 51.301(c)). Within the 9 counties most impacted by Superstorm Sandy, the only New Jersey airports listed as commercial service airports in the current NPIAS are Newark Liberty International Airport in Essex and Union Counties and Atlantic City International Airport in Atlantic County. Runway protection zones extend up to half a mile from the ends of runways along flight paths, and become wider as distance from the runway increases. There are no civil airport runway protection zones in Ocean County. Newark Liberty International Airport is located approximately 74 miles to the north of the project location, and Atlantic City International Airport is located approximately 16 miles to the southwest of the project location (see NCR39564_AirportHazardsMap_ NCR_TO1069). HUD regulations also include restrictions on construction and major rehabilitation in clear zones and accident potential zones associated with runways at military airfields (24 CFR 51.303). The only military airfield in New Jersey with clear zones and accident potential zones subject to these restrictions is the Lakehurst Naval Air Station. The clear zones and accidental potential zones associated with the Lakehurst Naval Air Station are located in Burlington County and Ocean County. Consequently, the proposed project is not located within an airport clear zone or the Lakehurst

			Accident Potential Zone, which is located approximately 26 miles from the proposed project (see NCR39564_AirportHazardsMap_ NCR_TO1069).
3. Coastal Zone Management [Coastal Zone Management Act sections 307(c) & (d)]	☒	☐	The proposed project is in compliance. Of the applicable activities, it involves new construction and change of land use, but it does not involve acquisition of undeveloped land or major rehabilitation. Per the NJDEP's HUD Environmental Review Tool, the proposed project is located within the CAFRA zone (see NCR39564_Coastal ZoneManagementMap_NCR_TO1069). The CAFRA regulations state that if a project activity involving reconstruction or a change in the building footprint is located near (within 150 feet) of the mean high water line, the structure must be landward or parallel to the mean high water line of the footprint of the legally constructed development (existing structure) as defined at N.J.A.C. 7:7E3 and must also meet the requirements of N.J.A.C. 7:7E3.25 and 3.26. However, the proposed project activities and existing structure are located greater than 150 feet from the mean high water line (see NCR39564_MeanHighWaterLineMap_NCR_TO1069). The NJDEP Division of Land Use Regulation (DLUR) has determined that the action does not require permits under the Coastal Permit Program and that no additional consultation or approval is required (see NCR39564_NJDEP_DLUR_CoastalJurisdictionalDetermination_ NCR_TO1069). The project is not located within the regulated boundaries of the Upland Waterfront Development Zone or the Hackensack Meadowlands, and permits pursuant to these applicable statures are not required (see NCR39564_CoastalZoneManagementMap_ NCR_TO1069).
4. Contamination and Toxic Substances [24 CFR 50.3(i) & 58.5(i)(2)]	☒	☐	The proposed project is in compliance. Of the applicable activities, it involves rehabilitation and new construction but not acquisition, change of use to residential, demolition, or leasing. HUD policy requires that the proposed site and adjacent areas be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of occupants of the property or conflict with the intended use of the property. To identify sites near the proposed project location that have hazardous materials, contamination, toxic chemicals, gases and radioactive substances as specified in 24 CFR 58.5(i), a review of the NJDEP's HUD Environmental Review Tool was conducted. This review identified that the location of proposed project activities is not within the 3,000-foot radius of a "threatening" site (see NCR39564_ContaminationandToxicSubstancesMap_NCR_TO1069). The NEPAssist tool shows the project property within 3000 feet of three (3) Resource Conservation and Recovery Act (RCRA) sites, none of which are hazardous sites of concern. According to the NEPAssist tool, the compliance status of these three RCRA sites are "no violation", and therefore are not hazardous sites of concern (see

			NCR39564_ContaminationandToxicSubstancesMap_NCR_TO1069). The site reconnaissance performed on November 5, 2014, revealed no visible recognized environmental conditions (RECs) in the vicinity of the proposed project. There were no obstacles to identification of RECs. In addition, the proposed project site is not listed on a State or Federal Hazardous Waste sites database (see NCR39564_ContaminationandToxicSubstancesMap_NCR_TO1069). The structure on the subject property may have lead-based paint or asbestos-containing materials associated with it as it was constructed prior to 1978 (structure was constructed in 1973). Lead-Based Paint The structure located on the proposed project site was constructed in 1973 (based on discussions with the Borough of Tuckerton County Clerk's Office); because the structure was constructed before 1978, lead-based paint is assumed to be present and is a potential concern. Applicant must comply with all laws and regulations concerning the proper handling, removal and disposal of hazardous materials (e.g. asbestos, lead-based paint) or household waste (e.g., construction and demolition debris, pesticides/herbicides, white goods). In accordance with24 CFR Part 35.155(a)(1), any property constructed prior to January 1, 1978 is required to comply with applicable federal, state, and local laws and regulations regarding lead-based paint, including but not limited to HUD's lead-based paint regulations in 24 CFR Part 35 Subparts B, H, and J. A survey of the building will be completed to determine if the building contains any lead-based painted materials. Asbestos The project structure was constructed in 1973 (based on discussions with the Borough of Tuckerton County Clerk's Office); because the structure was constructed before 1980, asbestos is assumed to be present and is a potential concern. All activities must comply with applicable federal, state, and local laws and regulations regarding asbestos, including but not limited to the National Emission Standard for Asbestos, standard for demolition and renovation, 40 CFR 61.145; National Emission Standard for Asbestos, standard for waste disposal for manufacturing, fabricating, demolition, and spraying operations at 40 CFR 61.150; and NJAC 7:26-2.12—Generator requirements for disposal of asbestos containing waste materials; New Jersey Asbestos Control and Licensing Act, N.J.S.A. 34:5A-32 et seq. A scope of the building will be completed to determine if the building has any asbestos-containing materials. Radon No testing or mitigation is required for structures that are in areas with ranks of Tier 3 or Tier 2. The structure in question is located in a Tier 3 area, and therefore no radon testing or mitigation is required (See NCR39564_RadonPotentialMap_NCR_TO1069). All solid waste materials must be managed and transported in accordance with the state's solid and hazardous waste rules. Lead

			and asbestos will be handled in accordance with all applicable federal, state and local regulations.
5. Endangered Species [Endangered Species Act of 1973, particularly section 7; 50 CFR 402]	☒	☐	The proposed project is in compliance. Of the applicable activities, it involves a change in land use and new construction, but it does not involve any demolition, major rehabilitation, or acquisition of undeveloped land. The environmental review considered potential impacts of the HUD-assisted proposed project to T&E species and, for listed animal species, their critical habitats. The review evaluated potential impacts not only to listed, but also to any proposed or candidate endangered or threatened species and critical habitats. Projects that affect T&E species or their critical habitats require consultation with the U.S. Fish and Wildlife Service (USFWS) and/or the National Marine Fisheries Service (NMFS), in compliance with the procedure of Section 7 of the ESA. The project can be listed as having "no effect", as there is no potential to affect federally or state-listed threatened or endangered (T&E) species based on a review of the NJDEP's HUD Environmental Review Tool. The NJDEP ArcGIS Screening Tool Centroid layer indicates that no federally or state-listed T&E species are documented on the subject property. Review of the individual Environmental Review Tool layers for piping plover, red knot and bats (northern long-eared bat) indicate that none of the species are present on the subject property, although northern long-eared bats may be located adjacent to the project site (see NCR39564_EndangeredSpeciesMap_ NCR_TO1069). All project activities will be limited to the subject property; therefore, the proposed project would have no effect on listed animal species. Consultation with the NJDEP Natural Heritage Program (NHP) did not identify any federally listed plant species on or near the project site (see NCR39564_NJDEP_ NaturalHeritage ProgramResponse_NCR_TO1069). The USFWS IPaC landscape explorer tool was used to generate a list of any possibly federally listed plants species in the project vicinity. Results of this screening indicate that Knieskern's beaked-rush (*Rhynchospora knieskernii*) and swamp pink (*Helonias bullata*) may be in the project vicinity. Knieskern's beaked-rush is an obligate wetland species and occurs in early successional wetland habitats, often on bog-iron substrates adjacent to slow-moving streams in the Pinelands region. Swamp pink is also an obligate wetland species, occurring in a variety of palustrine forested wetlands including swampy forested wetlands bordering meandering streamlets, headwater wetlands, sphagnous Atlantic white-cedar swamps, and spring seepage areas. Because there is no suitable habitat for either Knieskern's beaked-rush or swamp pink on or near the project, the project will not affect either of these federally listed plant species (see NCR39564_IPaC_Results_NCR_TO1069). Coordination with the NHP did not identify any other federally listed plant species on the project site, but did indicate the potential presence of five state-listed plant species and foraging or nesting habitat for 10 state-listed bird species within a quarter mile

			of the project (see NCR39564_NJDEP_ NaturalHeritage ProgramResponse_NCR_TO1069). Consequently, the proposed project would have no effect on federally or state-listed plant species.
6. Environmental Justice [Executive Order 12898]	☒	☐	The proposed project is in compliance. Of the applicable activities, it involves an acquisition, new construction and change in land use, but it does not involve demolition, or major rehabilitation. The project area covers Census blocks that include environmental justice communities. The project area contains Census tracts and blocks with low to moderate environmental justice communities, i.e., minority populations ranging from approximately 0 percent to 10 percent and populations below poverty level ranging from approximately 10 percent to 20 percent (see NCR39564_EnvironmentalJusticeMap_ PercentMinority_NCR_TO1069 and NCR39564_Environmental JusticeMap_PercentBelowPoverty_NCR_TO1069) The project would not generate adverse resource or health effects or adversely impact residential, commercial, or community facilities or services that may be of importance to environmental justice communities. Furthermore, the adjacent car wash located to the southeast of the subject property, does not pose any concerns from an environmental justice perspective. The car wash recycles 50 percent of its runoff and uses environmentally friendly and biodegradable detergents and cleaning chemicals. The car wash runoff is discharged to a sewer main, which is conveyed to a municipal sewer treatment plant facility. In addition, there are vegetated swales located between the car wash and the project location that collect surface runoff. Thus, the project would not generate disproportionately high and adverse environmental impacts on environmental justice communities (see NCR39564_EnvironmentalJusticeChecklist_ NCR_TO1069).
7. Explosive and Flammable Operations [24 CFR 51C]	☒	☐	The proposed project is in compliance. The definition of "HUD-assisted project" at 24 CFR 51.201 is predicated on whether the proposed project increases the number of people exposed to hazardous operations. As the proposed project would result in an increase in employee population, an environmental review is required to apply the acceptable separation distance (ASD) standards in 24 CFR Part 51C. Field reconnaissance of the subject property and surrounding properties, as well as review of aerial photos (see NCR39564_Photolog_m NCR_TO1069; NCR39564_Explosiveand FlammableOperations Map_NCR_TO1069), indicate that the project is not located less than 1 mile from any stationary aboveground storage tanks (ASTs) more than 100 gallons in size that contain explosive or flammable materials (See NCR39564_Explosiveand FlammableOperationsMap_NCR_TO1069). Therefore, per 24 CFR 51.205, no mitigation is required.
8. Farmland Protection [Farmland Protection Policy Act of 1981,	☒	☐	The proposed project is in compliance. Of the applicable activities, it involves new construction, but it does not involve acquisition of undeveloped land, conversion of undeveloped land or site

particularly section 1504(b) & 1541; 7 CFR 658]			clearance. The property involved in the proposed project does include prime or unique farmland as identified by the U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS, formerly the Soil Conservation Service) (see NCR39564_ FarmlandProtectionMap_NCR_TO1069). However, the project site consists of "land already in or committed to urban development" within the meaning of 7 CFR 658.2(a), and is therefore not farmland for purposes of the Farmland Protection Policy Act. Therefore, as the activity is occurring in an existing urbanized, built-up area and is consistent with current land uses and/or scheduled zoning, the proposed project is in compliance.
9. Floodplain Management [24 CFR 55; Executive Order 11988, particularly section 2(a)]	☒	☐	The proposed project is in compliance. Of the applicable activities, it involves acquisition, improvements to infrastructure and rehabilitation or repair, but does not include disposition, financing or leasing existing building, or building construction. The proposed project is not located within a Special Flood Hazard Area (100-year floodplain, A and V zones mapped by the Federal Emergency Management Agency (FEMA)) or considered a critical action within a 500-year floodplain mapped by FEMA. The proposed project also is not located within 300 feet of a stream based on NJDEP's HUD Environmental Review Tool or site inspection (see NCR39564_ FloodplainManagementMap_NCR_TO1069 and NCR39564_ WildandScenicRiversMap_NCR_TO1069).
10. Historic Preservation [National Historic Preservation Act of 1966, particularly sections 106 & 110; 36 CFR 800]	☒	☐	The proposed project is in compliance. Of the applicable activities, it involves rehabilitation, repair and acquisition, and new construction, but not demolition, disposition, or ground disturbance. The proposed project is located entirely within a mapped "green zone" (See NCR39564_HistoricPreservationMap_NCR_TO1069). According to lot dimensions and measurement with the NJDEP ArcGIS area tool, the project site is 1.23 acres, whereas the tax records indicate that the project site is 1.13 acres (see NCR39564_SHPO_Response_NCR_TO1069 and NCR39564_Tax_Card_TO1069). A Secretary of the Interior Qualified Professional, Christopher L. Borstel, Ph.D., conducted a review of the proposed project and determined that it is unlikely that the proposed project would affect directly or indirectly any historic or archeological resources listed in or potentially eligible for listing in the National Register of Historic Places. On November 20, 2014, pursuant to 36 CFR 800.4(d)(1), the State Historic Preservation Officer (SHPO) concurred with this finding (see NCR39564_SHPO_Response_NCR_TO1069).
11. Noise Abatement and Control [Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR 51B]	☒	☐	The proposed project is in compliance. Of the applicable activities, the project does not involve acquisition, conversion, or new construction for residential or other noise-sensitive developments such as hospitals, nursing homes, day care, community centers, etc. and does not involve reconstruction or rehabilitation projects where residential density is being increased.

			Per HUD directive, 24 C.F.R. Part 51B is not applicable to a disaster recovery program, including reconstruction, rehabilitation, elevation and mitigation that meets the requirements for exclusion in 24 CFR 51.101(a)(2). The regulation states that HUD noise policy does not apply to "projects involving non-noise sensitive activities or commercial properties." The rule is principally aimed at housing construction projects, as well as other potentially noise sensitive developments such as hospitals, assisted living homes, hotels and other projects where high levels of noise will adversely impact their use. The proposed project involves the acquisition of and rehabilitation of a vacant structure on a lot in the Borough of Tuckerton, as well as the construction of a 5,000-square foot parking lot. Research conducted revealed that the vacant structure was previously occupied by a private school, formerly known as the Coastal Early Learning Center. Upon completion, the project will provide the Borough of Tuckerton with a new municipal services building, including the police department and the court. Because the municipal facility is not considered a noise sensitive use, noise abatement and control mitigation will not be required.
12. Sole Source Aquifers [Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR 149]	☒	☐	The proposed project is in compliance. Of the applicable activities, the proposed project involves a change of land use and new construction, but does not involve acquisition of undeveloped land. Review of the NJDEP's HUD Environmental Review Tool indicated that the proposed project is located in an area of a sole-source aquifer. The New Jersey Coastal Plain aquifer system underlies the proposed project site as well as the entire southern half of the state, including all of Ocean County (see NCR39564_SoleSourceAquifersMap_NCR_TO1069). A memorandum of understanding between EPA and HUD (see NCR39564_USEPA_SoleSourceAquiferReviewofHUDProjects_NCR_TO1069) states that the following activities would not create a significant hazard to public health and do not require review for potential impact to sole source aquifers: • rehabilitations or improvements to infrastructure already in place, such as water and sewer line replacement, fire hydrant installations, curb cuts, building renovations that do not involve significant expansion, street light and sign installment, road repavement, etc. HUD has provided guidance that EPA consultation or review is not required for new construction or rehabilitation projects that rely on municipal public water and sewer service. Consultation with EPA Region 2 is not required as long as the threshold criteria described below on sole source aquifers are not exceeded: 1. Impervious surface coverage that does not exceed 75 percent of the site, and 2. There is no significant runoff from the site.

			The proposed project and property is serviced by municipal sewer and water (The Borough of Tuckerton Water and Sewer Department), will not have impervious surface coverage exceeding 75 percent of the site and will not have any significant runoff, either construction or operational, from the site. The pre-construction percentage of impervious surface on the project site is approximately 58 percent, whereas the post-construction percentage of impervious surface coverage is approximately 67 percent, resulting in a net increase of approximately 9 percent impervious surface coverage (based on total acreage is 1.23 acres; pre-construction impervious surface coverage is approximately 0.71 acres; addition of 5,000 square-foot parking lot approximately 0.11 acres). Therefore, the increase in impervious surface coverage should not be considered a substantial increase (greater than 30 percent), and the proposed project is in compliance.
13. Wetland Protection [24 CFR 55, Executive Order 11990, particularly sections 2 & 5]	☒	☐	The proposed project is in compliance. Of the applicable activities, the proposed project involves change of land use and construction, but does not involve acquisition of undeveloped land or expansion of building footprint. A review of the NJDEP HUD Environmental Review Tool indicated that no coastal or freshwater wetlands are present on or adjacent to the proposed project site (see NCR39564_WetlandsProtection Map_NCR_TO1069).
14. Wild and Scenic Rivers [Wild and Scenic Rivers Act of 1968, particularly section 7(b) & (c); 36 CFR 297]	☒	☐	The proposed project is in compliance. Of the applicable activities, the proposed project includes change of land use and new construction, but does not involve acquisition of undeveloped land, or major rehabilitation. New Jersey has 262.7 river miles designated as segments of the National Wild and Scenic Rivers System, including portions of the Delaware River, Great Egg Harbor River, Maurice River, and Musconetcong River. Designated rivers also include specific segments of tributaries to these rivers as referenced in the Act. There are no Wild and Scenic Rivers in Ocean County, and the nearest river is the Maurice River, located in Atlantic County approximately 18 miles to the southwest of the proposed project location (see NCR39564_WildandScenicRiversMap_ NCR_TO1069). Therefore, the project is not located within ¼ mile of a Wild and Scenic River stream bank, is not within a one-mile radius of a designated Wild and Scenic River, and would not affect Wild and Scenic Rivers.

PART II: ENVIRONMENTAL ASSESSMENT CHECKLIST

[24 CFR 58.40; 40 CFR 1508.8 & 1508.27]

For each impact category, evaluate the significance of the effects of the proposal on the character, features, and resources of the project area. Enter relevant base data and credible, verifiable source documentation to support the finding. Note names, dates of contact, telephone numbers, and page references. Attach additional material as appropriate. **All conditions, attenuation, or mitigation measures have been clearly identified.**

Impact Codes:

(1) no impact anticipated
(2) potentially beneficial
(3) potentially adverse- requires documentation
(4) requires mitigation
(5) significant/potentially significant adverse impact requiring avoidance or modification which may require an Environmental Impact Statement

Impact Categories	Impact Code	Impact Evaluation, Source Documentation and Mitigation or Modification Required
Land Development		
Conformance with Comprehensive and Neighborhood Plans	1	The only applicable comprehensive or neighborhood plan is the Ocean County Planning Board Comprehensive Master Plan (CMP). The project is consistent with the CMP's land use goals to promote economic sustainability, improve efficiency, and protect the area environs, The CMP adopts the State Development and Redevelopment Plan's planning areas and the project is located in the Suburban Planning Area (Planning Area 2 – PA2), which is a designated growth area. In the CMP, Tuckerton is also designated as a Town Center. The Center Type defines the desirable development intensity and impervious coverage limits within the Center. The permitted impervious coverage limit is 30 percent for the Town Center unit (Tuckerton Borough is approximately 3.8 square miles or approximately 2,400 acres). The project would be consistent with development and impervious cover goals because it involves rehabilitation of an existing structure and would result in a negligible increase (0.12 acres) in impervious surface associated with a new parking area.
Land Use Compatibility and Conformance with Zoning	1	The proposed project, a municipal use in a B (business) District, involves the acquisition and rehabilitation of a vacant former private school building that will be converted into a municipal services building for the Borough of Tuckerton, NJ, consistent with zoning requirements of the Borough of Tuckerton and Stronger NJ Neighborhood and Community Revitalization program. The rehabilitation of the building would involve a similar land use, as the previous use was an educational property and the new use would be a municipal services building, and would therefore be compatible

		with existing land use of the proposed project's surrounding area.
Urban Design- Visual Quality and Scale	1	The proposed work would maintain visual quality relative to current conditions by rehabilitating a vacant property and restoring the character of the lot and the building. The exterior of the building is not changing, except for the addition of solar paneling that will be installed on the roof. The height (number of stories of the building) will remain the same, as well as the existing footprint of the building.
Slope	1	Because the site is relatively flat and was previously developed for educational use, existing slope is not expected to affect the proposed project. No site grading to address slope issues is anticipated as part of this project.
Erosion	1	Because the site is relatively flat and was previously developed for educational use, erosion is not expected to affect the proposed project. According to the US Department of Agriculture (USDA) Web Soil Survey, the proposed project site is on 0 to 5 percent slope soils. Furthermore, erosion is not expected to affect the proposed project as it is the rehabilitation of the existing structure and the addition/construction of a parking lot; potential erosion effects regarding the addition of a parking lot are generally addressed during the local permitting process.
Soil Suitability	1	Review of the USDA Web Soil Survey identified that the proposed project site is underlain by Hammonton loamy sand, 0 to 5 percent slopes soils. This soil type has a rating reported as "Not limited" for the construction of small commercial buildings. The "Not limited" rating is defined by the USDA as a soil with features that are very favorable for the specified use; good performance and very low maintenance can be expected. Documentation supporting this finding is presented as NCR39564_USDA_SoilSuitability_ NCR_TO1069. Also, because the site was previously developed for educational use, it is expected that the soils are suitable for municipal rehabilitation. If unsuitable soils have caused structural problems for previous structures on the project site, this would generally be addressed during the local permitting process.
Hazards and Nuisances, Including Site Safety	1	The project parcel is currently occupied by the vacant former Coastal Early Learning Center building. The rehabilitation of this parcel would eliminate nuisances associated with vacant buildings, thereby enhancing the local neighborhood. Site safety should be managed through the use of construction best management practices (BMPs). It is not anticipated that the proposed project site would present any additional unusual hazards or nuisances.
Drainage/Storm Water Runoff	4	The Borough of Tuckerton is required to manage stormwater runoff from construction activities and municipal separate storm water systems (MS4 regulations, N.J.A.C. 7:14A et seq.). The proposed project would result in temporary soil disturbances during construction of a parking lot on the project site. This 5,000-square foot parking lot will not result in adverse impacts from operational runoff. Flood control, groundwater recharge, and pollutant reduction through nonstructural or low-impact techniques would be explored before relying on structural best management practices.

		Implementing best management practices with oversight by local soil conservation districts would minimize any potential short-term impacts (see above Conditions for Approval).
Noise-Effects of Ambient Noise on Project & Contribution to Community Noise Levels	1	The proposed project is not in a location with ambient noise levels that would adversely affect the planned municipal activities. Those activities also would not create noise sufficient to substantially increase community noise levels.
Energy Consumption	1	Some energy would be consumed in implementing the proposed project; however, the heating, cooling and hot water systems of the municipal services building are being connected to already existing utilities. Furthermore, the building is being fitted with solar panels on the roof, helping reduce the amount of energy consumed by the building. Additionally, the relocation of the municipal services to a central area with close proximity to mass transportation may reduce energy consumed for transportation. Therefore, the implementation of the proposed project would not increase long-term energy consumption and should help to reduce the overall energy consumption.
Socioeconomic Factors		
Demographic Character Changes	1	Because the proposed project would maintain the same employment levels by relocating them from the former complex to the project site, it would not alter the local demographics.
Displacement	1	Because the proposed project would involve rehabilitation of a vacant property, it would not displace any residents or businesses.
Employment and Income Patterns	2	Tuckerton has an unemployment rate of 6.9 percent and a median household income of $53,209 (see NCR39564_SelectedEconomic Characteristics_NCR_TO1069. The proposed project would provide a temporary boost to the construction industry. As it is a municipal rehabilitation/development, the project would shift employment from the previous municipal complex to the new location and is not expected to generate any new employment, nor would it affect long-term employment and income patterns.
Community Facilities and Services		
Educational Facilities	1	Because the proposed project involves the rehabilitation of a previously vacant property for municipal purposes, it would not increase the local school-age population or the demand for educational facilities.
Commercial Facilities	2	Because the proposed project involves the rehabilitation of a previously vacant property for municipal purposes, it would not increase the demand for commercial services; it would, however, make the services of the municipal building more accessible.
Health Care	1	Because the proposed project involves the rehabilitation of a previously vacant property for municipal purposes, it would not increase the demand for health care.
Social Services	1	Because the proposed project involves the rehabilitation of a previously vacant property for municipal purposes, it would not increase the demand for social services.

Solid Waste Disposal/Recycling	1	Trash and recycling services are provided by the Borough of Tuckerton. The proposed project would result in the generation of construction/rehabilitation and operational solid waste. Based on EPA's estimate for nonresidential construction debris, an average of 3.89 pounds of debris is generated per square foot; therefore, the proposed project would generate an estimated 13 tons of debris during it rehabilitation (6,600 square feet x 3.89 pounds/2,000 pounds per ton). It is anticipated that there would be no substantive change in the amount of waste generated during operation, as compared to operation of the now-vacant school facility.
Waste Water/Sanitary Sewers	1	Wastewater services are provided by the Borough of Tuckerton's Water and Sewer department. Because the proposed project involves the rehabilitation of a previously vacant property for municipal purposes, it would have a minimal impact on the demand for waste water/sanitary sewer systems. All publicly owned and operated waste water and sanitary sewer systems in the project area are in operation and are assumed to have sufficient capacity for the rehabilitated building, as the size and footprint of the current building is not expected to change.
Water Supply	1	Water services are provided through the Borough of Tuckerton's Water and Sewer department. Because the proposed project involves the rehabilitation of a previously vacant property for municipal purposes, it would have a minimal impact on the demand for water supply. All publicly owned and operated drinking water supplies in the project area are in operation and are assumed to have sufficient capacity for the rehabilitated municipal services building.
Public Safety: • Police • Fire • Emergency Medical	2	Because the proposed project involves the rehabilitation of a previously vacant property for municipal purposes, it would not increase the demand for police protection, fire protection, or emergency medical services. The project would, however, benefit these services as police and emergency management services would now be centrally located within the same building.
Parks, Open Space & Recreation: • Open Space • Recreation	1	Because the proposed project involves the rehabilitation of a previously vacant property for municipal purposes, it would have no impact on open space or recreation.
Cultural Facilities	1	Because the proposed project involves the rehabilitation of a previously vacant property for municipal purposes, it would have no impact on cultural facilities.
Transportation & Accessibility	1	The proposed project would have a minor and temporary increase in construction traffic during the rehabilitation of the vacant building as well as the paving of a proposed parking lot. While users of the municipal services building, as well as local residents, may impact transportation through the use of public transportation and personal vehicles, those impacts are expected to be minor because the proposed project involves the rehabilitation of a previously vacant building for municipal purposes on a property that previously contained a private educational facility.

Natural Features		
Water Resources	4	The proposed project would not pose a significant threat to ground water or other water resources. As water and wastewater services would be provided by the Borough of Tuckerton's Water and Sewer Departments, there would be no impact to water resources. The nearest surface water is located greater than 1,000 feet, and with use of BMPs during construction would avoid the potential for any impacts to surface waters. The project is consistent with the applicable regulations for Wetlands Protection, Coastal Zone Management, Floodplain Management and Sole Source Aquifers, which are protective of water resources of the State (see above findings). Mitigation measures would be implemented to avoid or minimize any potential temporary impacts (see above Conditions for Approval).
Surface Water	4	The proposed project would not pose a significant threat to surface water. The project does not include any work in surface waters and there will be no new discharges to surface water. The nearest stream is located more than 1,000 foot away from the project site. Any impacts would be temporary during construction and effectively managed using required mitigation measures (see above Conditions for Approval).
Unique Natural Features & Agricultural Lands	1	The proposed project would have no effect on unique natural features or agricultural land because those features are not present on or adjacent to the project site. No sites listed on the National Registry of Natural Landmarks are present in the vicinity of the proposed project. None of the proposed activities would occur on agricultural land.
Vegetation and Wildlife	1	The activities associated with the proposed project are not expected to generate long-term adverse impacts on vegetation or wildlife. No threatened or endangered species (piping plover, red knots or bats), state listed endangered species, or federal listed endangered species were identified on the proposed project site based on a review of the NJDEP's HUD Environmental Review Tool (see NCR39564_EndangeredSpeciesMap_NCR_TO1069). Consultation with the NJDEP Natural Heritage Program (NHP) did not identify any federally listed plant species on or near the project site (see NCR39564_NJDEP_ NaturalHeritageProgramResponse_ NCR_TO1069). The USFWS IPaC landscape explorer tool was used to generate a list of any possibly federally listed plants species in the project vicinity. Results of this screening indicate that Knieskern's beaked-rush (*Rhynchospora knieskernii*) and swamp pink (*Helonias bullata*) may be in the project vicinity. Knieskern's beaked-rush is an obligate wetland species and occurs in early successional wetland habitats, often on bog-iron substrates adjacent to slow-moving streams in the Pinelands region. Swamp pink is also an obligate wetland species, occurring in a variety of palustrine forested wetlands including swampy forested wetlands bordering meandering streamlets, headwater wetlands, sphagnous Atlantic white-cedar swamps, and spring seepage areas. Because there is no suitable habitat for either Knieskern's beaked-rush or swamp pink

		on or near the project, the project will not affect either of these federally listed plant species (see NCR39564_IPaC_Results_ NCR_TO1069). Coordination with the NHP did not identify any other federally listed plant species on the project site, but did indicate the potential presence of five state-listed plant species and foraging or nesting habitat for 10 state-listed bird species within a quarter mile of the project (see NCR39564_NJDEP_ NaturalHeritageProgramResponse_ NCR_TO1069). Consequently, the proposed project would have no effect on federally or state-listed plant species. Because the proposed project involves the rehabilitation of a previously vacant property for municipal purposes, any impacts to vegetation and wildlife expected to be minimal.

PART III: 58.6 CHECKLIST [24 CFR 50.4, 24 CFR 58.6]

1. AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES NOTIFICATION [24 CFR Part 51.303(a)(3)]

Does the project involve the sale or acquisition of property located within a Civil Airport Runway Clear Zone or a Military Airfield Clear Zone?

☒No. Cite or attach Source Documentation:

The project site is not within any runway protection zones (formerly called runway clear zones) at airports subject to 24 CFR 58.6 or clear zones at military airfields subject to 24 CFR 58.6. Documentation supporting this finding is presented as NCR39564_AirportHazardsMap_NCR_TO1069.

[Project complies with 24 CFR 51.303(a)(3).]

☐Yes. Notice must be provided to the buyer. The notice must advise the buyer that the property is in a Runway Clear Zone or Clear Zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date, be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information, and a copy of the signed notice must be maintained in the ERR.

2. COASTAL BARRIERS RESOURCES ACT [Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 USC 3501)]

Is the project located in a coastal barrier resource area?

☒No. Cite or attach Source Documentation:

The nine designated units of the Coastal Barrier Resources System in New Jersey are uninhabited. The 12 "otherwise protected areas" associated with the Coastal Barrier Resources System in New Jersey area also uninhabited. The proposed project activities will not occur on designated coastal barriers or in "otherwise protected areas," and the proposed project would have no impact on coastal barrier resources. Documentation supporting this finding is presented as NCR39564_USFWS_CoastalBarrierResourcesMap_NCR_TO1069.

[Proceed with project.]

☐Yes. Federal assistance may not be used in such an area.

3. FLOOD DISASTER PROTECTION ACT [Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 (42 USC 4001-4128 and 42 USC 5154a)]

Does the project involve acquisition, construction, or rehabilitation of structures located in a FEMA-identified Special Flood Hazard Area (SFHA)?

☒No. Cite or attach Source Documentation:

The proposed project is not located within the 100-year floodplain or FEMA-identified Special Flood Hazard Area. Documentation supporting this finding is presented as NCR39564_FloodplainManagementMap_NCR_TO1069.

[Proceed with project.]

☐Yes. Cite or attach Source Documentation:

Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

☐Yes. **Flood Insurance under the National Flood Insurance Program must be obtained.** If HUD assistance is provided as a grant, insurance must be maintained for the economic life of the project and in the amount of the total project cost (or up to the maximum allowable coverage, whichever is less). If HUD assistance is provided as a loan, insurance must be maintained for the term of the loan and in the amount of the loan (or up to the maximum allowable coverage, whichever is less). A copy of the flood insurance policy declaration must be kept on file in the ERR.

☐No. Federal assistance **may not be used in the Special Flood Hazard Area.**

Summary of Findings and Conclusions

Additional Studies Performed: (List the reports, studies, or analyses performed for this assessment, and attach studies or summaries.)

No additional studies were performed.

Field Inspection (Date and completed by):

Field inspection conducted on November 5, 2014, by Matthew Adelson, Tetra Tech.

List of Sources, Agencies, and Persons Consulted [40 CFR 1508.9(b)]: (List sources, agencies, and persons consulted for this assessment.)

ESRI. New Jersey Department of Environmental Protection (NJDEP) Housing and Urban Development (HUD) Environmental Review Tool 2.1. Accessed November 2014: http://bit.ly/1dREWkD.

John H. Chafee Coastal Barrier Resources System, New Jersey map. Accessed November 13, 2014: http://www.fws.gov/CBRA/Maps/Locator/NJ.pdf.

National Park Service, National Registry of Natural Landmarks. Accessed November 13, 2014: www.nature.nps.gov/nnl/docs/NNLRegistry.pdf.

New Jersey Department of Community Affairs (NJDCA), Areawide Compliance Process, Executive Order 11988 – Floodplain Management, Atlantic, Bergen, Cape May, Essex, Hudson, Middlesex, Monmouth, Ocean and Union Counties, New Jersey.

NJDCA, Community Development Block Grant Disaster Recovery Action Plan, March 2013. Accessed November 13, 2014: http://nj.gov/dca/announcements/pdf/CDBG- DisasterRecoveryActionPlan.pdf.

New Jersey Department of Environmental Protection (NJDEP), Division of Fish and Wildlife; Accessed November 13, 2014: http://www.state.nj.us/dep/fgw/pdf.

New Jersey Department of Transportation (NJDOT), Bureau of Transportation Data & Safety. Accessed November 15, 2014.
http://www.state.nj.us/transportation/refdata/roadway/traffic.shtm

NJDEP, State Forestry Services, ONLM - Natural Heritage Program. Robert Cartica, letter correspondence, November 20, 2014.

NJDEP, Division of Land Use Regulation, DLUR – Coastal Zone Jurisdictional Determination. Jessica Cobb, email correspondence, November 18, 2014.

NJDEP, Division of Land Use Regulation, DLUR – Coastal Zone Jurisdictional Determination. Colleen Keller, letter correspondence, November 21, 2014.

NJDEP, New Jersey Geological and Water Survey, Digital Geodata Series, DGS98-6 Sole-Source Aquifers of New Jersey. Accessed November 13, 2014: http://www.njgeology.org/geodata/dgs98-6.htm.

NJDEP. NJ-GeoWeb Environmental Mapping Tool. Accessed November 2014: http://www.state.nj.us/dep/gis/geowebsplash.htm

Programmatic Agreement Among the Federal Emergency Management Agency, the New Jersey State Historic Preservation Officer, the New Jersey State Office of Emergency Management, the Advisory Council on Historic Preservation, the Absentee Shawnee Tribe of Indians of Oklahoma, the Delaware Nation, the Delaware Tribe of Indians, the Shawnee Tribe of Oklahoma, and the Stockbridge Munsee Band of Mohicans as a Result of Hurricane Sandy.

Tetra Tech. Chris Borstel, email correspondence, November 11, 2014.

United States Department of Agriculture (USDA) Natural Resources Conservation Service, Web Soil Survey. Accessed November 13, 2014: http://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm

United States Department of Housing and Urban Development, Noise Abatement and Control. Accessed November 15, 2014: http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/dnlcalculator

United States Environmental Protection Agency (USEPA), National Environmental Policy Act (NEPA), NEPAssist Tool. Accessed November 13 2014: http://nepassisttool.epa.gov/nepassist/entry.aspx.

United States Fish and Wildlife Service (USFWS), National Wild and Scenic Rivers System Interactive Map. Accessed November 13, 2014: www.rivers.gov/maps/conus.php.

United States Fish and Wildlife Service (USFWS), Information, Planning, and Conservation System (IPaC). Accessed November 13, 2014: http://ecos.fws.gov/ipac/

USFWS, Official Coastal Barrier Resources System Maps. Accessed November 13, 2014: http://www.fws.gov/CBRA/Maps/.

Lists of Permits Required:

None identified

Public Outreach [24 CFR 50.23 & 58.43]:

Public outreach was not conducted during environmental assessment preparation.

Cumulative Impact Analysis [24 CFR 58.32]:

The proposed project, the acquisition and rehabilitation of an existing lot and building, involves the rehabilitation of a former private school for use as a municipal services building as well as the addition of a 5,000-square foot parking lot. The project is not expected to contribute substantially to any significant impacts of cumulative actions within the region.

Project Alternatives Considered [24 CFR 58.40(e), 40 CFR 1508.9]: (As appropriate, identify other reasonable courses of action that were considered and not selected, such as other sites, design modifications, or other uses of the subject site. Describe the benefits and adverse impacts to the human environment for each alternative and the reasons for rejecting it.)

This project was identified as a result of the Borough of Tuckerton submitting a funding request application through the EDA/NCR. Based on review of the grant application, the applicant stated that because the project is located outside of a designated floodplain, is centrally located creating easy access for residents, and is a municipal use in a previously designated commercial (business) zone and conforms to the current zoning requirements of the Borough of Tuckerton, no other alternatives were considered.

No Action Alternative [24 CFR 58.40(e)]:

A No Action Alternative would involve not developing the vacant parcel, which would then severely hinder and limit the ability of the town to replace the municipal services that were damaged and impacted by Superstorm Sandy.

Summary Statement of Findings and Conclusions:

Based upon completion of this environmental assessment, environmental review of the proposed project indicates there will be no significant changes to existing environmental conditions across the impact categories implemented by HUD in response to the National Environmental Policy Act of 1969.

Required Mitigation and Project Modification Measures: [24 CFR 58.40(d), 40 CFR 1505.2(c), 40 CFR 1508.20] (Recommend feasible ways in which the proposal or its external factors should be modified in order to minimize adverse environmental impacts and restore or enhance environmental quality.)

The following mitigation measures are required as conditions for approval of the project:

General

1. Acquire all required federal, state and local permits prior to commencement of construction and comply with all permit conditions.
2. If the scope of work of a proposed activity changes significantly, the application for funding must be revised and resubmitted for reevaluation under the National Environmental Policy Act.

Water Quality

3. Implement and maintain erosion and sedimentation control measures sufficient to prevent deposition of sediment and eroded soil in offsite waters and to prevent erosion in offsite waters.
4. Minimize soil compaction by minimizing project activities in vegetated areas, including lawns.

Drainage/Storm Water Runoff

5. Temporary soil disturbances during construction on the project site will require the applicant to implement best management practices to minimize any potential short-term impacts.
6. Applicant must comply will requirements under stormwater discharge permits with oversight by local soil conservation districts to minimize any potential short-term impacts.
7. Best management practices will be used to properly manage operational storm water runoff.

Air Quality

8. Use water or chemical dust suppressant in exposed areas to control dust
9. Cover the load compartments of trucks hauling dust-generating materials
10. Reduce vehicle speed on non-paved areas and keep paved areas clean
11. Retrofit older equipment with pollution controls
12. Establish and follow specified procedures for managing contaminated materials discovered or generated during construction
13. Employ spill mitigation measures immediately upon a spill of fuel or other hazardous material
14. Obtain an air pollution control permit to construct and a certificate to operate for all equipment subject to N.J.A.C. 7:27-8.2(c). Such equipment includes, but is not limited to, the following:
    a. Any commercial fuel combustion equipment rated with a maximum heat input of 1,000,000 British Thermal Units per hour or greater to the burning chamber (N.J.A.C. 7:27-8.2(c)1);
    b. Any stationary storage tank for volatile organic compounds with a capacity of 2,000 gallons and a vapor pressure of 0.02 pounds per square inch or greater (N.J.A.C. 7:27-8.2(c)9);
    c. Any tank, reservoir, container, or bin with capacity in excess of 2,000 cubic feet used for storage of solid particles (N.J.A.C. 7:27-8.2(c)10); and
    d. Any stationary reciprocating engine with a maximum rated power output of 37 kW or greater, used for generating electricity, not including emergency generators (N.J.A.C. 7:27-8.2(c)21).
15. Minimize idling and ensure that all on-road vehicles and non-road construction equipment operated at or visiting the project site comply with the applicable smoke and "3-minute idling" limits (N.J.A.C. 7:27-14.3, 14.4, 15.3 and 15.8).
16. Ensure that all diesel on-road vehicles and non-road construction equipment used on or visiting the project site use ultra-low sulfur fuel (<15 ppm sulfur) in accordance with the federal Non-road Diesel Rule (40 CFR Parts 9, 69, 80, 86, 89, 94, 1039, 1051, 1065, 1068).
17. Operate, if possible, newer on-road diesel vehicles and non-road construction equipment equipped with tier 4 engines, or equipment equipped with an exhaust retrofit device.

Hazardous Materials

18. All activities must comply with applicable federal, state, and local laws and regulations regarding asbestos, including but not limited to the following:
    - National Emission Standard for Asbestos, standard for demolition and renovation, 40 CFR

61.145

- National Emission Standard for Asbestos, standard for waste disposal for manufacturing, fabricating, demolition, and spraying operations, 40 CFR 61.150
- NJAC 7:26-2.12—Generator requirements for disposal of asbestos containing waste materials
- New Jersey Asbestos Control and Licensing Act, N.J.S.A. 34:5A-32 et seq.

19. Applicant must comply with all laws and regulations concerning the proper handling, removal and disposal of hazardous materials (e.g. asbestos, lead-based paint) or household waste (e.g. construction and demolition debris, pesticides/herbicides, white goods).
20. All activities must comply with applicable federal, state, and local laws and regulations regarding lead-based paint, including but not limited to HUD's lead-based paint regulations in 24 CFR Part 35 Subparts B, H, and J.
21. All residential structures must be free of mold attributable to Superstorm Sandy.

APPENDIX I

ACH FORM
(attached)

Electronic Payment Authorization For Automatic Deposits (ACH Credits)
New Jersey Economic Development Authority

This form authorizes the New Jersey Economic Development Authority (NJEDA) to initiate CREDIT entries to the bank account and deposit bank named below. This authority is to remain in full force and effect until the NJEDA has received written notification of any changes, and in such manner as to afford the NJEDA a reasonable opportunity to act.

AGENCY INFORMATION:
New Jersey Economic Development Authority (NJEDA)
36 West State Street
Trenton, NJ 08608

NJEDA Contact Person:
Sal Bartolotta, Sr. Program Officer, Operations Portfolio Management
(609) 858-6056 / email: sbartolotta@njeda.com

Neighborhood Community Revitalization Program/ Streetscape Revitalization Grant
Borough of Tuckerton [P#39564/P341651]
Please attach a voided check or bank letter to the form in confirmation of the above account.

PAYEE/COMPANY INFORMATION	
NAME	SSN NO. OR TAXPAYER ID NO.
ADDRESS	
CONTACT PERSON NAME:	TELEPHONE NUMBER: ( )

FINANCIAL INSTITUTION INFORMATION	
NAME:	
ADDRESS:	
ACH COORDINATOR NAME:	TELEPHONE NUMBER: ( )
NINE-DIGIT ROUTING TRANSIT NUMBER: _ _ _ _ _ _ _ _ _	
DEPOSITOR ACCOUNT TITLE:	
DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:
TYPE OF ACCOUNT: ☐ CHECKING ☐ SAVINGS ☐ LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)	TELEPHONE NUMBER: ( )

APPENDIX J

REQUEST FOR DISBURSEMENT
(form attached)

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO OWNER: PROJECT: APPLICATION NO: Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO:

FROM CONTRACTOR: VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR: CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM $ ______
2. Net change by Change Orders $ ______
3. CONTRACT SUM TO DATE (Line 1 ± 2) $ ______
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) $ ______
5. RETAINAGE:
   a. ______ % of Completed Work (Column D + E on G703) $ ______
   b. ______ % of Stored Material (Column F on G703) $ ______
   Total Retainage (Lines 5a + 5b or Total in Column I of G703) $ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) $ 0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) $ ______
8. CURRENT PAYMENT DUE $ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) $ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: ______ Date: ______

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . $ ______

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: ______ Date: ______

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPENDIX K

DRUG FREE WORKPLACE, FORM HUD-50070
(attached)

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Borough of Tuckerton

Program/Activity Receiving Federal Grant Funding

$1,498,896.39 NCR D&I Loan

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Susan R. Marshall	Mayor
Signature X Susan R. Marshall	Date July 13, 2016

APPENDIX L

FEDERAL LABOR STANDARDS PROVISIONS, FORM HUD-4010
(attached)

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. **(i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

APPENDIX M

RECORDS AND RECORDS RETENTION

Subrecipient shall maintain all Project records required by 24 CFR 570.506 for five (5) years following close out of this Agreement. These records will include the following:

a. Description, geographic location and budget of each funded activity;
b. Eligibility and national objective determinations for each activity;
c. Personnel files;
d. HUD monitoring correspondence;
e. Fair Housing and Equal Opportunity records;
f. Documentation of compliance with other Federal requirements (e.g., Davis-Bacon, Uniform Relocation Act, and Lead-Based Paint).

FINANCIAL RECORDS to be maintained include:

a. Chart of accounts;
b. Manual on accounting procedures;
c. Accounting journals and ledgers;
d. Source documentation (purchase orders, invoices, canceled checks, etc.);
e. Procurement files (including bids, contracts, etc.);
f. Real property inventory;
g. Bank account records (including revolving loan fund records, if applicable);
h. Draw Down requests;
i. Payroll records and reports, including timesheets or timecards as applicable;
j. Financial reports;
k. Audit files; and
l. Relevant financial correspondence.

ACTIVITY records should include the following documentation:

a. Eligibility of the activity;
b. Evidence of having met a national objective (see below);
c. Subrecipient Agreement;
d. Any bids or contracts;
e. Budget and expenditure information (including draw requests); and
f. The status of the activity.

OTHER

Litigation/Claims: If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until for five (5) years after the litigation, claim or audit is resolved.

APPENDIX N

DISASTER RECOVERY GRANT REPORTING SYSTEM
(minimum data requirements)

Subrecipient agrees to provide the following information to the Authority regarding HUD's Disaster Recovery Grant Reporting System, unless otherwise specified:

Prior to initiation of activity:

A. Activity Type
   - Public Services
B. National Objective (will be entered by the Authority or DCA)
C. Grantee Activity Number – Assigned by {Authority or DCA}
D. Activity Title – Assigned by {Authority or DCA}
E. Activity Status
   - Cancelled
   - Completed
   - Planned
   - Underway
F. Total Budget
G. Total Budget, Disaster Recovery Grant – This total amount includes all HUD and non-HUD funds.
H. Projected Start Date
I. Projected End Date
J. Project
K. Environmental Assessment
L. Name and type of all funding sources for an activity
M. Name of organization carrying out activity (if not {the Authority or DCA}, for each responsible organization, the following information is required:
   - Organization name
   - Organization type (for-profit, local government, nonprofit, State, State agency, technical assistance provider, or unknown)
   - DUNS number
   - Tax or employer identification number
   - Address/City/State/ZIP
   - Organization contact person and title
   - Organization contact person email, address, telephone and fax numbers
N. Method by which benefit is reported (area or direct)
O. Proposed accomplishments (total numeric for activity)
P. Location in which activity is undertaken (county/city/neighborhood etc.

APPENDIX O

NJDCA SANDY RECOVERY UNIT CONTRACT AND SUBCONTRACT ACTIVITY REPORT

(attached)

Appendix O

New Jersey Department of Community Affairs
Sandy Recovery Unit
Contract and Subcontract Activity Report

Grantee/Borrower
Reporting Period:
Project
Invoice Date
Invoice No

Contact Person/Contact
Phone No
Address

Original Contract Amount: $0.00
Current Committed Contract Amount: $0.00
Net Amount Billed to Date: $0.00
Current Invoice Net Amount: $0.00

Name of Contractor	Amount of Contract	Type of Trade Code*	Contractor Business Racial/Ethnic Code**	Business Enterprise Code***	Contractor Identification No (EIN)	Section 3 (Y or N)	Previous amount billed (less retainage) to SBE/MBE/WBE	Current amount billed (less retainage) to SBE/MBE/WBE	Total Billed to Date	Percentage of Billed to Date	Total Percentage of Contract	Contractor/Subcontractor Address
	$0.00						$0.00	$0.00	$0.00	#DIV/0!	#DIV/0!	
	$0.00						$0.00	$0.00	$0.00	#DIV/0!	#DIV/0!	
	$0.00						$0.00	$0.00	$0.00	#DIV/0!	#DIV/0!	
	$0.00						$0.00	$0.00	$0.00	#DIV/0!	#DIV/0!	
	$0.00						$0.00	$0.00	$0.00	#DIV/0!	#DIV/0!	
	$0.00						$0.00	$0.00	$0.00	#DIV/0!	#DIV/0!	
	$0.00						$0.00	$0.00	$0.00	#DIV/0!	#DIV/0!	

Good Faith Efforts of Bidders, requirements:

The following actions shall be taken by a bidder in establishing a good faith effort to solicit and award subcontracts to eligible small businesses, as established in the RFP

- ☐ Attempted to locate qualified potential small business subcontractors
- ☐ Requested a listing of small businesses from the Division if none are known to the bidder.
- ☐ Filed a record of efforts, including the names of businesses contacted and the means and results of such contacts.
- ☐ Provided all potential subcontractors with detailed information regarding the specifications.
- ☐ Attempted, wherever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes.
- ☐ Maintained adequate records to document efforts.

*0 - Other	**1- White Americans	*** DBE - Disadvantaged Business	Y
1 - New Construct	2 - Black Americans	MBE - Minority Owned Business	N
2 - Substantial Reh	3 - Native Americans	SBE - Small Business Enterprise	
3 - Repair	4 - Hispanic Americans	SMBE - SBE & MBE combination	
4 - Service	5 - Asian/Pacific Americans	SWBE - SBE & WBE combination	
5 - Project Mangt	6 - Hasidic Jews	SWMBE - SBE, WBE & MBE combination	
6 - Professional		VOB - Veteran Owned Business	
7 - Tenant Services		WBE - Woman Owned Business	
8- Education/Training		WMBE - WBE & MBE combination	
9 - Arch/Eng Appraisal			

APPENDIX P

RIGHT-OF ENTRY PERMIT AND RELEASE OF INFORMATION NJEDA STRONGER NEW JERSEY
BUSINESS GRANT AND/OR LOAN, AND NEIGHBORHOOD AND COMMUITY REVITAIZATION PROGRAMS
(attached)

RIGHT-OF-ENTRY PERMIT and RELEASE OF INFORMATION
NJEDA Small Business Grant or Loan and Neighborhood and Community Revitalization Programs

Applicant Name: Borough of Tuckerton	
Project Location: 420 East Main Street (Block 63, Lot 7.01)	
City: Tuckerton	**County: Ocean**
Phone:	
Email:	

RIGHT OF ENTRY ("ROE"): The undersigned Applicant hereby unconditionally authorizes New Jersey Economic Development Authority ("NJEDA"), the New Jersey Department of Environmental Protection ("NJDEP"), and their respective assigns, employees, agents, contractors, program managers, inspectors and subcontractors (collectively, the "Permitted Parties") to have the right of access and to enter in and onto the property described above (the "Property") for the purpose of performing any of the following activities in connection with determining eligibility for and/or receiving assistance under the Stronger NJ Business Grant and/or Loan Program, or the Neighborhood and Community Revitalization Program (the "Program"): environmental review and inspections, historic preservation review and inspections, the taking of samples for specialized testing, on-site inspections and regulation compliance inspections.

Applicant understands and agrees:

1. This Right of Entry does not create any obligation on the part of the Permitted Parties to perform any of the foregoing activities on the Property.

2. Environmental inspections and historic preservation reviews are a requirement of CDBG-DR funding. Compliance with that funding requirement requires that the Permitted Parties be granted full access for the purpose of environmental and historic preservation inspection activities. Inspection activities will primarily consist of external inspections of the property.

3. No inspections will be performed until this ROE is completed in full.

4. Applicant authorizes the Permitted Parties to collect samples of materials, including but not limited to, drywall compound, floor tile, piping insulation, paint, ceiling tile, soil, potable water and groundwater for purposes of testing for potentially hazardous materials (including lead paint, asbestos, mold, etc) in accordance with the requirements of local, State, and federal authorities. Applicant understands that this sampling may result in minor damages to the Property, which damages may be repaired if the Applicant receives assistance from the Program, but will not be repaired if the Applicant does not receive assistance from the Program.

5. Applicant shall indemnify and hold harmless the NJEDA, NJDEP, and the other Permitted Parties for any and all liability, loss, damage, or destruction of any type whatsoever to the Property and to personal property and fixtures situated thereon, and for bodily injury or death to persons on the Property, and hereby releases, discharges and waives any and all liability, claims, demands, damages, injuries, losses, penalties, fines, costs, causes of action, judgments, expenses, as well as

any and all actions, either legal or equitable, which the undersigned has, or that might arise, of any nature whatsoever and by whomever made, or may have, by reason of or incident to any action of aforesaid NJEDA, NJDEP or the other Permitted Parties taken to accomplish the purpose of this Right of Entry.

6. Applicant represents and warrants that Applicant has full power and authority to execute and fully perform Applicant's obligations under this ROE. If Applicant is an entity, Applicant also represents and warrants that Applicant has such power and authority pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this ROE on behalf of Applicant are the duly designated agents of Applicant and are authorized to do so. Applicant expressly represents and warrants that fee title to the Premises is vested solely in Applicant.

7. This Right of Entry shall expire on December 31, 2017 unless otherwise extended in writing by Applicant.

Applicant Name Borough of Tuckerton Date July 13, 2016

Authorized Signatory Susan R. Marshall Date July 13, 2016

Witness Signature [signature] Date July 13, 2016

STRONGER NJ NEIGHBORHOOD & COMMUNITY REVITALIZATION PROGRAM
DEVELOPMENT AND PUBLIC IMPROVEMENT ("NCR D&I")
LOAN PROMISSORY NOTE

up to $1,498,896.39

Tuckerton, New Jersey

FOR VALUE RECEIVED, the **BOROUGH OF TUCKERTON**, a municipality duly created and validly existing under the Constitution and laws of the State of New Jersey (the "Subrecipient"), hereby promises to pay to the order of the State of New Jersey (the "State") the principal amount of **ONE MILLION FOUR HUNDRED NINETY-EIGHT THOUSAND EIGHT HUNDRED NINETY-SIX and 39/100 DOLLARS ($1,498,896.39)**, or such lesser amount as shall be determined in accordance with the section II. A. of the Subrecipient Agreement (as hereinafter defined), at the times and in the amounts determined as provided in the Subrecipient Agreement, plus any other amounts due and owing under the Subrecipient Agreement at the times and in the amounts as provided therein. The Subrecipient irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of the principal of, and all other amounts due under, this Subrecipient Note and the Subrecipient Agreement according to their respective terms.

This Stronger NJ NCR D&I Loan Promissory Note (the "Subrecipient Note") is issued pursuant to the "Local Bond Law", P.L. 1960, c. 169, as amended (N.J.S.A. 40A:2-1 et seq and the Stronger New Jersey Neighborhood Community Revitalization Program Development and Public Improvement ("NCR D&I") Subrecipient Agreement dated as of July ___, 2016 (the "Subrecipient Agreement") by and between the New Jersey Economic Development Authority (the "Authority") and the Subrecipient for the repayment of that certain NCR D&I Loan made by the Authority to the Subrecipient thereunder and to evidence the payment obligations of the Subrecipient set forth therein.

No interest shall accrue during the first twenty-four (24) months following the initial disbursement (the "Interest-Free Period"). On the first day after the Interest-Free Period, interest shall accrue on the unpaid principal balance at an initial rate of interest of **one and fifteen hundredth percent (1.15%)** per annum fixed for the next eight (8) years. The interest rate shall reset at the end of each 10-year anniversary to a fixed rate of interest of the five-year US Treasury Rate, then in effect. Interest charges shall be computed hereunder on the basis of 360-day year, counting the actual number of days elapsed.

Twenty five (25) percent of the Loan shall be forgiven upon completion of the Project and issuance of a permanent Certificate of Occupancy.

This Subrecipient Note is payable over the term of **thirty (30) years** as follows: no payments are due for the first twenty-four (24) months from the date of the initial disbursement; thereafter, three hundred thirty-six (336) equal monthly installments of principal, in an amount to fully amortize the Loan over the remaining term, ***plus interest***, calculated at the rate hereinabove, commencing on the first day of the 25th month following the initial disbursement, continuing on the first day of each succeeding month, and ending on the first day of the 360th month following the initial disbursement ("Maturity Date"). On the Maturity Date, the sum equal to the actual principal amount of this Subrecipient Note remaining unpaid, together with interest thereon then due and payable. Monthly payments will be calculated based on amounts actually disbursed pursuant to the Subrecipient Agreement.

All installments shall be applied: (i) first, to payment of interest then due on the unpaid principal amount; (ii) second, to the payment and reduction of the unpaid principal amount of this Subrecipient Note; and

(iii) third, to the payment of any fees. The amount payable as the final installment may be such greater or lesser amount as shall be equal to the actual principal amount of this Subrecipient Note remaining unpaid together with interest thereon then due and unpaid.

Payments hereon are to be made in lawful money of the United States of America to the New Jersey Economic Development Authority, (P39564), P.O. Box 18634, Newark, New Jersey 07191-8634, or such other place as the Authority may designate, on each due date provided above, in an amount which will equal the amount payable as interest and principal on this Subrecipient Note.

The Subrecipient agrees to make the payments on this Subrecipient Note on the dates and in the amounts specified herein and in addition agrees to make such other payments as are required pursuant to the Subrecipient Agreement. A late charge of five percent (5%) of the monthly payment shall be due and payable on any monthly payment past due seven (7) days or more.

Upon the occurrence of an Event of Default, as defined in the Subrecipient Agreement, the principal of and interest on this Subrecipient Note may be declared immediately due and payable as provided in the Subrecipient Agreement. This Subrecipient Note may be canceled, amended or supplemented only as provided in the Subrecipient Agreement.

Upon the occurrence of an Event of Default, as defined in the Subrecipient Agreement, or after maturity of this Subrecipient Note, interest on the unpaid principal due hereunder and all other sums due shall accrue at the rate provided herein plus 5% per annum (the "Default Rate"), or if such increased rate of interest is not collectable under applicable law, then at the maximum legal rate of interest which may be collected under applicable law. This Default Rate will be paid to the Authority together with all unpaid amounts.

This Subrecipient Note may be prepaid at any time, in whole or in part, to the extent allowable by law, without a prepayment penalty. Partial prepayments shall be applied to the last maturing payments due on the Subrecipient Note, shall be made in one or more increments of the monthly amount due on principal, shall not extend or postpone the due date of any subsequent monthly installment(s) or change the amounts of such installment(s) unless the holder of the Subrecipient Note shall otherwise expressly agree in writing. In the event of prepayment, however, because of the Community Development Block Grant-Disaster Recovery Program funding requirements, the advanced principal repayment shall not release the Subrecipient from any obligation incurred under the Subrecipient Note, the Subrecipient Agreement or under any other agreement with the Authority. In any such case, the final payment on this Subrecipient Note shall be a sum sufficient, together with other funds deposited with the Authority and available for such purpose, to redeem all of this Subrecipient Note then outstanding at the principal amount thereof plus accrued interest to the date of payment and to pay all reasonable and necessary fees and expenses of the Authority accrued and to accrue through final payment of this Subrecipient Note.

At the acceleration, termination or expiration of the term of this Subrecipient Note and following full payment of this Subrecipient Note and all other fees and charges in accordance with the provisions of the Subrecipient Agreement, the Authority shall deliver to the Subrecipient any documents and take such actions as may be necessary to effectuate the cancellation of this Subrecipient Note.

This Subrecipient Note is not assignable. All of the terms, conditions and provisions of the Subrecipient Agreement are, by this reference thereto, incorporated herein as part of this Subrecipient Note.

This Subrecipient Note is entitled to the benefits and is subject to the conditions of the Subrecipient Agreement. The obligations of the Subrecipient to make the payments required hereunder shall be absolute and unconditional, without any defense or right of set-off, counterclaim or recoupment by reason of any default by the Authority under the Subrecipient Agreement or under any other agreement between the Subrecipient and the Authority or out of any indebtedness or liability at any time owing to the Subrecipient by the Authority or for any other reason.

IN WITNESS WHEREOF, the Subrecipient has caused this Subrecipient Note to be duly executed and delivered as of July 13, 2016.

(Seal)

BOROUGH OF TUCKERTON,
IN THE COUNTY OF OCEAN,
NEW JERSEY

Attest: ______________________
Borough Clerk

By: Susan R. Marshall
Susan R. Marshall, Mayor

By: ______________________
Chief Financial Officer

SUBROGATION AND ASSIGNMENT AGREEMENT (for Subrecipient)

This Subrogation and Assignment Agreement (hereinafter the "Agreement") is entered into by and between the **BOROUGH OF TUCKERTON,** a municipality duly created and validly existing under the Constitution and laws of the State of New Jersey having its principal offices at 140 East Main Street Tuckerton, NJ 08087 (the "Subrecipient"), and the New Jersey Economic Development Authority, a body corporate and politic organized and existing under the authority of N.J.S.A. 34:1B-1 et seq., having its offices at 36 West State Street, P.O. Box 990, Trenton, New Jersey 08625-0990, (the "Authority"), the above entities being hereinafter referred to as the "Parties."

In consideration of Subrecipient's receipt of funds or the commitment by the Authority to the disbursal of funds (collectively, the "Grant Proceeds") under the Community Development Block Grant Disaster Recovery Program ("CDBG-DR" Program), administered by the Authority, Subrecipient hereby assigns to the Authority all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that were the basis of the calculation of Subrecipient's award to the extent of Grant Proceeds paid or to be paid to Subrecipient under the Stronger NJ Neighborhood Community Revitalization Program (the "Program") and that are determined in the sole discretion of the CDBG-DR Program to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, collectively shall be referred to hereinafter as "Proceeds." Any Proceeds that are a DOB collectively shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds not listed on the Duplication of Benefits Affidavit, Subrecipient agrees to immediately notify the Authority, who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the Authority, to be retained and/or disbursed as provided in this Agreement.

Subrecipient agrees to assist and cooperate with the Authority if it elects to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include, but shall not be limited to, allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the Authority. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program. The Subrecipient shall on demand pay to the Authority, the reasonable fees of such attorneys and other expenses so incurred by the Authority in the pursuit of any claims against insurers or attainment and collection of any entitlement under other applicable Disaster Program.

If requested by the Authority, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the Authority, to the extent of the Grant Proceeds paid to Subrecipient under the Program, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the Authority to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows the Authority to request of any company with which Subrecipient held insurance policies, or FEMA, or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by the Authority to monitor and/or enforce its interest in the rights assigned to it under this Agreement, and give Subrecipient's consent to such company to release said information to the Authority.

If Subrecipient hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to the Authority. Additionally, if Subrecipient receives Grant Proceeds under the Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award, the Subrecipient agrees to promptly reimburse such amounts to the Authority.

In the event that the Subrecipient receives or is scheduled to receive any Proceeds not listed on its Duplication of Benefits Affidavit ("Subsequent Proceeds"), Subrecipient shall pay such Subsequent Proceeds directly to the Authority who will determine the amount, if any, of such Subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient.

Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Loan Proceeds, any Subsequent DOB Proceeds shall be retained by the Authority in an amount that satisfies the Loan Proceeds disbursed to the Subrecipient.

2. If the Subrecipient has received no payment of the Loan Proceeds, any Subsequent DOB Proceeds shall be used by the Authority to reduce payments of the Loan Proceeds to the Subrecipient and all Subsequent DOB Proceeds in excess of the Loan Proceeds disbursed shall be returned to the Subrecipient.

3. If the Subrecipient has received a portion of the Loan Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: Subsequent DOB Proceeds shall first be used to offset Loan Proceeds already disbursed and reduce the remaining payments of the Loan Proceeds. Subsequent DOB Proceeds in excess of the total Loan Proceeds disbursed shall be returned to the Subrecipient.

4. If the Authority makes the determination that the Subrecipient does not qualify to participate in the Program or the Subrecipient determines not to participate in the Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once the Authority has recovered an amount equal to the Grant Proceeds paid to the Subrecipient, the Authority will reassign to Subrecipient any rights assigned to the Authority pursuant to this Agreement.

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and may be delivered by telecopier, e-mail, PDF or other facsimile transmission all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

Subrecipient represents that all statements and representations made regarding Proceeds received by it are true and correct as of the day and year last written below.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been duly executed on the day and year last written below.

WITNESS:

BOROUGH OF TUCKERTON

By: Susan R. Marshall
Susan R. Marshall
Mayor

Date: July 13, 2016

WITNESS:

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

By: Arlene M Clark
Arlene M. Clark
Director-Closing Services

Date: July 14, 2016

CERTIFICATE OF CLERK
AS TO ORDINANCES AND RESOLUTIONS

I, Jenny Gleghorn, the duly appointed Clerk of the Borough of Tuckerton, in the County of Ocean, New Jersey (the "Borough"), DO HEREBY CERTIFY as follows:

1. Attached hereto as Exhibit A is a true and complete copy of Ordinance Number 9 of 2013 of the Borough finally adopted by the Borough Council of the Borough on November 4, 2013, and entitled "AN ORDINANCE OF THE BOROUGH OF TUCKERTON, IN THE COUNTY OF OCEAN, NEW JERSEY, AUTHORIZING THE ACQUISITION OF REAL PROPERTY DESIGNATED AS BLOCK 64, LOT 7.01 (COASTAL LEARNING CENTER PROPERTY), AND APPROPRIATING $550,000.00 THEREFOR, AND PROVIDING FOR THE ISSUANCE OF $522,500.00 IN GENERAL IMPROVEMENT BONDS OR NOTES OF THE BOROUGH OF TUCKERTON TO FINANCE THE SAME" (hereinafter, "Ordinance Number 9 of 2013"). Ordinance Number 9 of 2013has not been amended, modified or repealed, and remains in full force and effect on and as of the date hereof.

2. Attached hereto as Exhibit B is a true and complete copy of Ordinance Number 8 of 2016 of the Borough finally adopted by the Borough Council of the Borough on May 16, 2016, and finally readopted by the Local Unit at a meeting duly called and held on June 6, 2016, and entitled "AN ORDINANCE OF THE BOROUGH OF TUCKERTON, IN THE COUNTY OF OCEAN, NEW JERSEY, SUPPLEMENTING ORDINANCE NO. 9 OF 2013 OF THE BOROUGH PROVIDING FOR THE ACQUISITION OF PROPERTY AND PROVIDING FOR THE CONSTRUCTION OF A MUNICIPAL BUILIDNG IN THE BOROUGH AND APPROPRIATING $976,396.39 THEREFOR, AND PROVIDING FOR THE ISSUANCE OF $976,396.39 IN BONDS OR NOTES OF THE BOROUGH OF TUCKERTON TO FINANCE THE SAME" (hereinafter, "Ordinance Number 8 of 2016"). Ordinance Number 8 of 2016 has

not been amended, modified or repealed, and remains in full force and effect on and as of the date hereof.

3. Attached hereto as Exhibit C is a true and complete copy of a Resolution of the Borough adopted by the Borough Council of the Borough on June 20, 2016, and entitled "RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF AN UP TO $1,498,896.39 GENERAL OBLIGATION NCR D&I LOAN PROMISSORY NOTE OF THE BOROUGH OF TUCKERTON, IN THE COUNTY OF OCEAN, NEW JERSEY, AND PROVIDING FOR ITS DELIVERY TO THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY FOR FUNDING THE BOROUGH'S MUNICIPAL COMPLEX PROJECT" (hereinafter, the "Bond Resolution"). The Bond Resolution has not been amended, modified or repealed, and remains in full force and effect on and as of the date hereof.

4. Attached hereto as Exhibit D is a true and complete copy of a Resolution of the Borough adopted by the Borough Council of the Borough on June 20, 2016, and entitled "RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A SUBRECIPIENT AGREEMENT TO BE EXECUTED BY THE BOROUGH OF TUCKERTON, IN THE COUNTY OF OCEAN, NEW JERSEY AND THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST FOR FUNDING THE BOROUGH'S MUNICIPAL COMPLEX PROJECT" (hereinafter, the "Documents Resolution"). The Documents Resolution has not been amended, modified or repealed, and remains in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Borough as of the 13th day of July, 2016.

JENNY GLEGHORN, CLERK

(SEAL)

1946385-1

Exhibit A

ORDINANCE #9 of 2013

AN ORDINANCE OF THE BOROUGH OF TUCKERTON, AUTHORIZING THE ACQUISITION OF REAL PROPERTY DESIGNATED AS BLOCK 63, LOT 7.01 (COASTAL LEARNING CENTER PROPERTY), AND APPROPRIATING $550,000.00 THEREFOR, AND PROVIDING FOR THE ISSUANCE OF $522,500.00 IN GENERAL IMPROVEMENT BONDS OR NOTES OF THE BOROUGH OF TUCKERTON TO FINANCE THE SAME.

BE IT ORDAINED by the Mayor and Borough Council of the Borough of Tuckerton, County of Ocean, State of New Jersey, as follows:

SECTION 1. The capital project described in Section 3 of this Ordinance is hereby authorized to be made by the Borough of Tuckerton, in the County of Ocean and State of New Jersey. For said capital project, there is hereby appropriated the sum of $550,000.00, said sum being inclusive of all appropriations heretofore made and including a $27,500.00 down payment for said capital project required by law and now available therefor by virtue of a provision in the Capital Improvement Fund in a previously adopted budget or budgets of the Borough.

SECTION 2. In order to finance the cost of the project, negotiable bonds are hereby authorized to be issued in the principal amount of $522,500.00 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

SECTION 3. **(a)** The capital project hereby authorized and the purpose for the financing of which the bonds are to be issued is the acquisition of real property known and designated as Block 63, Lot 7.01, on the Tuckerton Borough Tax Map, also known as 420 East Main Street, Tuckerton, New Jersey, formerly used as the Coaster Learning Center.

(b) The estimated maximum amount of bonds or notes to be issued for the capital project is as stated in Section 2 hereof.

(c) The estimated cost of the capital project is equal to the amount of the appropriation herein made therefor.

(d) In accordance with NJSA 40A:12-5, the Borough of Tuckerton is hereby authorized to acquire said property by purchase, and the Mayor & Borough Clerk are hereby authorized to execute any and all documents reasonably necessary in order to purchase said property, in accordance with the proposed contract for the purchase of the same, a copy of which is on file with the Borough Clerk and is available for inspection during normal business hours.

SECTION 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer, provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with notes issued pursuant to this ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8.1.

The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

SECTION 5. The capital budget (or temporary capital budget, as applicable) of the Borough of Tuckerton is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith and to provide for a $27,500.00 down payment as set forth in Section 1 hereof. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Municipal Clerk and is available there for public inspection.

SECTION 6. The following matters are hereby determined, declared, recited and stated:

(a) The capital project described in Section 3 of this Bond Ordinance is not current expense. It is capital project that the Borough may lawfully undertake.

(b) The period of usefulness of the capital project within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this Bond Ordinance, is forty (40) years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly-prepared and filed in the office of the Clerk and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this Bond Ordinance by $522,500.00. The obligations authorized herein will be within all debt limitations prescribed by that law.

(d) An aggregate amount not exceeding $15,000.00 for the items of expense listed in and permitted under NJSA 40A:2-20 (Section 2-20 expenses) may be included as part of the cost of said acquisition and is included in the foregoing estimate thereof.

SECTION 7. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this Bond Ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy ad valorem taxes upon all taxable property within the Borough for the payment of the obligations and the interest thereon without limitations of rate or amount.

SECTION 8. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adopted as provided by the Local Bond Law.

<u>NOTICE</u>

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced and passed by the Borough Council on first reading at a meeting of the Borough Council of the Borough of Tuckerton held on the 21st day of OCT., 2013, and will be considered for second reading and final passage at a meeting of the Borough Council to be held on the 4th day of Nov, 2013, at 7:00pm at the Municipal Building located at 140 East Main Street, Tuckerton, New Jersey, at which time and place, any persons desiring to be heard upon the same will be given the opportunity to be so heard.

Grace DiElmo
GRACE DiELMO, RMC/CMC
Borough Clerk, Borough of Tuckerton

Passage on First Reading: date: 10/21/13 moved by SCHWARTZ seconded by MATHISEN
VOTE:
Edwards Y Schwartz Y Marshall Y Mathisen Y Foglia ABSTAIN Short Y
Attest:
Grace DiElmo
GRACE DiELMO, Borough Clerk

Final Passage: date: 11/4/13 moved by SCHWARTZ seconded by MARSHALL
VOTE:
Edwards Y Schwartz Y Marshall Y Mathisen Y Foglia ABSENT Short No
Attest:
Grace DiElmo
GRACE DiELMO, Borough Clerk

Mayor Approved:
date: 11/4/13
GEORGE EVANS, Mayor
Attest:
Grace DiElmo
GRACE DiELMO, Borough Clerk

Exhibit B

<u>ORDINANCE NO.8 OF 2016</u>

AN ORDINANCE OF THE BOROUGH OF TUCKERTON, IN THE COUNTY OF OCEAN, NEW JERSEY, SUPPLEMENTING ORDINANCE NO. 9 OF 2013 OF THE BOROUGH PROVIDING FOR THE ACQUISITION OF PROPERTY AND PROVIDING FOR THE CONSTRUCTION OF A MUNICIPAL BUILIDNG IN THE BOROUGH AND APPROPRIATING $976.396.39 THEREFOR, AND PROVIDING FOR THE ISSUANCE OF $976.396.39 IN BONDS OR NOTES OF THE BOROUGH OF TUCKERTON TO FINANCE THE SAME

WHEREAS, the Borough Council of the Borough of Tuckerton, in the County of Ocean, New Jersey (the "Borough"), has, on November 4, 2013, heretofore adopted Ordinance No. 9 of 2013 ("Ordinance No. 9 of 2013") appropriating $550,000 and providing for the issuance of $522,500 in bonds and notes of the Borough for the purpose of acquiring real property known and designated at Block 63, Lot 7.01 on the Tuckerton Tax Map, also known as 420 East Main Street in the Borough (the "Property")' and

WHEREAS, the Borough has received a commitment from the New Jersey Economic Development Authority ("NJEDA") providing for the NJEDA to make a Stronger New Jersey Neighborhood Community Revitalization Development and Public Improvement Program loan to the Borough in the amount of $1,498,896.39 for the purpose of financing the acquisition of the Property and the construction and rehabilitation thereon of a municipal building; and

WHEREAS, the Borough desires to supplement the authorization of bonds and notes under Ordinance No. 9 of 2013 for the acquisition of the Property and to provide for the authorization of bonds and notes for the construction and rehabilitation of a municipal building on the Property.

full ordinance

NOW, THERFORE, BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF TUCKERTON, IN THE COUNTY OF OCEAN, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The improvement or purpose described in Section 3 of this bond ordinance is hereby authorized to be undertaken by the Borough of Tuckerton, in the County of Ocean, New Jersey (the "Borough"), as a general improvement. For the improvement or purpose described in Section 3 hereof, there is hereby appropriated the sum of $976,396.39, said amount being in addition to the amount appropriated by Ordinance No. 9 of 2013. No down payment is required in connection with the authorization of bonds and notes pursuant to N.J.S.A. 40A:2-11(c) as this bond ordinance authorizes obligations in accordance with N.J.S.A. 40A:2-7(d), as more fully explained in Section 6(f) of this bond ordinance.

Section 2. In order to finance the cost of the improvement or purpose not otherwise provided for hereunder, negotiable bonds or notes are hereby authorized to be issued in the principal amount of $976,396.39 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds or notes, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for which the bonds or notes are to be issued is the acquisition of the Property and the construction and rehabilitation of a municipal building on the Property, and including all work and materials necessary therefor and incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for the improvement or purpose is as stated in Section 2 hereof, and as provided in Ordinance No. 9 of 2013.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor and the appropriation made therefor in Ordinance No. 9 of 2013.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The capital budget or temporary capital budget (as applicable) of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency and amendment, the resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget or amended temporary capital budget (as applicable) and capital program as approved by the Director of the Division of Local Government Services is on file with the Clerk and is available there for public inspection.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3 of this bond ordinance is not a current expense. No part of the costs thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of the improvement or purpose, within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 30 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by $976,396.39, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An amount not exceeding $150,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the improvement or purpose.

(e) The Borough reasonably expects to commence acquisition and/or construction of the improvement or purpose described in Section 3 hereof, and to advance all or a portion of the costs in respect thereof, prior to the issuance of bonds or notes hereunder. To the extent such costs are advanced, the Borough further reasonably expects to reimburse such expenditures from the proceeds of the bonds or notes authorized by this bond ordinance, in an aggregate amount not to exceed the amount of bonds or notes authorized in Section 2 hereof.

(f) This bond ordinance authorizes obligations of the Borough solely for a purpose described in N.J.S.A. 40A:2-7(d). This purpose is in the public interest and is for the health, welfare, convenience or betterment of the inhabitants of the Borough. The amounts to be expended for this purpose pursuant to this bond ordinance are not unreasonable or exorbitant, and the issuance of the obligations authorized by this bond ordinance will not materially impair the credit of the Borough or substantially reduce its ability to pay punctually the principal of and the interest on its debts and to supply other essential public improvements and services. The Local Finance Board in the Division of Local Government Services of the Department of Community Affairs of the State of New Jersey has heretofore made a determination to this effect and has caused its consent to be endorsed upon a certified copy of this bond ordinance as passed upon first reading.

Section 7. Any grant moneys received for the purposes described in Section 3 hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized hereunder shall be reduced to the extent that such funds are so used.

Section 8. The full faith and credit of the Borough is hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy ad valorem taxes upon all the taxable real property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 9. To the extent that any previous ordinance or resolution is inconsistent herewith or contradictory hereto, said ordinance or resolution is hereby repealed or amended to the extent necessary to make it consistent herewith.

Section 10. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced and passed by the Borough Council on first reading at a meeting of the Borough Council of the Borough of Tuckerton held on the 18th day of April, 2016, and will be considered for second reading and final passage at a meeting of the Borough Council to be held on the 2nd day of May, 2016, at 7:00 p.m. at the Borough Hall located at 140 East Main Street, Tuckerton, New Jersey, at which time and place, any persons desiring to be heard upon the same will be given the opportunity to be so heard.

Jenny Gleghorn

JENNY GLEGHORN, RMC

Borough Clerk, Borough of Tuckerton

1912676-1

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the Borough of Tuckerton, in the County of Ocean, State of New Jersey, on April 18, 2016. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at 140 East Main Street, in said Borough on May 2, 2016 at 7:00 p.m.. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title:

AN ORDINANCE OF THE BOROUGH OF TUCKERTON, IN THE COUNTY OF OCEAN, NEW JERSEY, SUPPLEMENTING ORDINANCE NO. 9 OF 2013 OF THE BOROUGH PROVIDING FOR THE ACQUISITION OF PROPERTY AND PROVIDING FOR THE CONSTRUCTION OF A MUNICIPAL BUILIDNG IN THE BOROUGH AND APPROPRIATING $976,396.39 THEREFOR, AND PROVIDING FOR THE ISSUANCE OF $976,396.39 IN BONDS OR NOTES OF THE BOROUGH OF TUCKERTON TO FINANCE THE SAME

Purpose(s): the acquisition of real property known as 420 East Main Street in the Borough and the construction and rehabilitation of a municipal building on the property, and including all work and materials necessary therefor and incidental thereto.

Appropriation:	$976,396.39
Bonds/Notes Authorized:	$976,396.39
Grants (if any) Appropriated:	$ 0
Section 20 Costs:	$150,000
Useful Life:	30 Years

Jenny Gleghorn, Borough Clerk

1912676-1

BOND ORDINANCE STATEMENT AND SUMMARY

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the governing body of the Borough of Tuckerton, in the County of Ocean, State of New Jersey, on May 16, 2016 and the 20-day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title:

AN ORDINANCE OF THE BOROUGH OF TUCKERTON, IN THE COUNTY OF OCEAN, NEW JERSEY, SUPPLEMENTING ORDINANCE NO. 9 OF 2013 OF THE BOROUGH PROVIDING FOR THE ACQUISITION OF PROPERTY AND PROVIDING FOR THE CONSTRUCTION OF A MUNICIPAL BUILIDNG IN THE BOROUGH AND APPROPRIATING $976,396.39 THEREFOR, AND PROVIDING FOR THE ISSUANCE OF $976,396.39 IN BONDS OR NOTES OF THE BOROUGH OF TUCKERTON TO FINANCE THE SAME

Purpose(s): the acquisition of real property known as 420 East Main Street in the Borough and the construction and rehabilitation of a municipal building on the property, and including all work and materials necessary therefor and incidental thereto.

Appropriation:	$976,396.39
Bonds/Notes Authorized:	$976,396.39
Grants (if any) Appropriated:	$ 0
Section 20 Costs:	$150,000
Useful Life:	30 Years

Jenny Gleghorn, Borough Clerk

PASSAGE ON FIRST READING: MOVED BY: Vreeland

SECOND BY: Colangelo

VOTE: VREELAND y SCHWARTZ y COLANGELO y

MATHISEN y SANTO y PETERSON y

FINAL PASSAGE: MOVED BY: Vreeland

SECOND BY: Santo

VOTE: VREELAND y SCHWARTZ y COLANGELO y

MATHISEN y SANTO y PETERSON y

APPROVED:

Susan R. Marshall

SUSAN R. MARSHALL, MAYOR

Exhibit C

RESOLUTION #127-16

RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF AN UP TO $1,498,896.39 GENERAL OBLIGATION NCR D&I LOAN PROMISSORY NOTE OF THE BOROUGH OF TUCKERTON, IN THE COUNTY OF OCEAN, NEW JERSEY, AND PROVIDING FOR ITS DELIVERY TO THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY FOR FUNDING THE BOROUGH'S MUNICIPAL COMPLEX PROJECT

WHEREAS, the Borough of Tuckerton (the "Borough"), in the County of Ocean, New Jersey, has determined that there exists a need within the Borough to acquire that certain property known as 420 East Main Street in the Borough and the building thereon and to rehabilitate the building to be the Borough's municipal complex (the "Project"), as said Project is more particularly defined in that certain Subrecipient Agreement (the "Subrecipient Agreement") to be entered into by and between the Borough and the New Jersey Economic Development Authority (the "Authority"), all pursuant to the Authority's Stronger New Jersey Neighborhood Community Revitalization Development and Public Improvement Program (the "NCR D&I Program");

WHEREAS, the Borough has determined to finance the acquisition, construction, renovation or installation of the Project with the proceeds of a loan under the NCR D&I Program, said loan to be made by the Authority in and amount up to $1,498,896.39 (the "NCR D&I Loan") pursuant to the Subrecipient Agreement;

WHEREAS, to evidence the NCR D&I Loan, the Authority requires the Borough to authorize, execute, attest and deliver to the Authority the Borough's Stronger NJ Neighborhood & Community Revitalization Program Development and Public Improvement ("NCR D&I") Loan Promissory Note (the "NCR D&I Loan Promissory Note"), said NCR D&I Loan Promissory Note to be issued in an principal amount of up to $1,498,896.39, pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the "Local Bond Law"), other applicable law and the Subrecipient Agreement;

WHEREAS, on May 11, 2016, the Local Finance Board in the Division of Local Government Services of the Department of Community Affairs of the State of New Jersey approved a non-conforming maturity schedule pursuant to N.J.S.A. 40A:2-26(e) for the $1,498,896.39 NJEDA NCR D&I Loan; and

WHEREAS, N.J.S.A. 40A:2-27(a)(2) of the Local Bond Law allows for the sale of the NCR D&I Loan Promissory Note to the Authority without any public offering, all under the terms and conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED (by not less than a 2/3 vote of the full membership of the Borough Council of the Borough) as follows:

Section 1. In accordance with N.J.S.A. 40A:2-27(a)(2) of the Local Bond Law, the Borough hereby sells and awards its NCR D&I Loan Promissory Note to the Authority in accordance with the provisions hereof, said NCR D&I Loan Promissory Note to be issued in the aggregate principal amount up to $1,498,896.39. The NCR D&I Loan Promissory Note has been authorized by Bond Ordinance Numbers 9 of 2013 and 8 of 2016 of the Borough entitled, respectively, "AN ORDINANCE OF THE BOROUGH OF TUCKERTON, IN THE COUNTY OF OCEAN, NEW JERSEY, AUTHORIZING THE ACQUISITION OF REAL PROPERTY DESIGNATED AS BLOCK 64, LOT 7.01 (COASTAL LEARNING CENTER PROPERTY), AND APPROPRIATING $550,000.00 THEREFOR, AND PROVIDING FOR THE ISSUANCE OF $522,500.00 IN GENERAL IMPROVEMENT BONDS OR NOTES OF THE BOROUGH OF TUCKERTON TO FINANCE THE SAME" and "AN ORDINANCE OF THE BOROUGH OF TUCKERTON, IN THE COUNTY OF OCEAN, NEW JERSEY, SUPPLEMENTING ORDINANCE NO. 9 OF 2013 OF THE BOROUGH PROVIDING FOR THE ACQUISITION OF PROPERTY AND PROVIDING FOR THE CONSTRUCTION OF A MUNICIPAL BUILDING IN THE BOROUGH AND APPROPRIATING $976,396.39 THEREFOR, AND PROVIDING FOR THE ISSUANCE OF $976,396.39 IN BONDS OR NOTES OF THE BOROUGH OF TUCKERTON TO FINANCE THE SAME" which were finally adopted by the Borough at meetings duly called and held on November 4, 2013 and May 16, 2016, respectively (collectively, the "Bond Ordinance"), at which respective times a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law. The principal amount of bonds authorized to be issued pursuant to the respective Bond Ordinances are hereby combined into a single and combined issue in the aggregate principal amount not to exceed $1,498,896.39.

Section 2. The NCR D&I Loan Promissory Note shall bear interest, shall be payable in principal installments over thirty (30) years, and shall be subject to prepayment as shall be provided in the Subrecipient Agreement and as provided in the Authority's commitment letter dated January 27, 2016. The acceptance of the Authority's commitment letter dated January 27, 2016 is hereby ratified and confirmed.

Section 3. The Borough hereby determines that certain terms of the NCR D&I Loan Promissory Note shall be as follows:

(a) The NCR D&I Loan Promissory Note shall be issued in a single denomination and shall be numbered as shall be specified by the Chief Financial Officer.

(b) The NCR D&I Loan Promissory Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and

(c) The NCR D&I Loan Promissory Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under the official seal of the Borough or a facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Borough Clerk.

Section 4. The NCR D&I Loan Promissory Note shall be substantially in the form set forth in the Subrecipient Agreement.

Section 5. The law firm of DeCotiis, FitzPatrick & Cole, LLP, is hereby authorized to arrange for the printing of the NCR D&I Loan Promissory Note. The Borough auditor is hereby authorized to prepare the financial information necessary in connection with the issuance of the NCR D&I Loan Promissory Note. The Mayor, the Chief Financial Officer and the Borough Clerk are hereby authorized to execute any certificates necessary or desirable in connection with the financial and other information.

Section 6. The Mayor and the Chief Financial Officer are hereby severally authorized to execute any certificates or documents necessary or desirable in connection with the sale of the NCR D&I Loan Promissory Note, and are further authorized to deliver same to the Authority upon delivery of the NCR D&I Loan Promissory Note and the receipt of payment therefor in accordance with the Subrecipient Agreement.

Section 7. This resolution shall take effect upon adoption or, if later, upon Ordinance Number 8 of 2016 taking effect in accordance with the Local Bond Law.

Section 8. Upon the adoption hereof, the Borough Clerk shall forward a certified copy of this resolution to DeCotiis, FitzPatrick & Cole, LLP, bond counsel to the Borough.

MOTION TO ADOPT BY Schwartz SECONDED BY Vreeland
VOTE:
Vreeland y Schwartz y Colangelo y Mathisen y Santo y Peterson y

CERTIFICATION

I, JENNY GLEGHORN, Clerk of the Borough of Tuckerton, do hereby certify that the foregoing resolution is a true copy of a resolution adopted by the Mayor and Borough Council of the Borough of Tuckerton on this 20th day of June, 2016.

Jenny Gleghorn
JENNY GLEGHORN, Borough Clerk

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Borough of Tuckerton this 21st day of June, 2016.

Jenny Gleghorn
JENNY GLEGHORN, Borough Clerk

Exhibit D

RESOLUTION #128-16

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A SUBRECIPIENT AGREEMENT TO BE EXECUTED BY THE BOROUGH OF TUCKERTON, IN THE COUNTY OF OCEAN, NEW JERSEY AND THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY, AND FURTHER AUTHORIZING THE EXECUTION AND DELIVERY OF A SUBROGATION AND ASSIGNMENT AGREEMENT, ALL PURSUANT TO THE AUTHORITY'S STRONGER NEW JERSEY NEIGHBORHOOD COMMUNITY REVITALIZATION DEVELOPMENT AND PUBLIC IMPROVEMENT PROGRAM FOR FUNDING THE BOROUGH'S MUNICIPAL COMPLEX PROJECT

WHEREAS, the Borough of Tuckerton (the "Borough"), in the County of Ocean, New Jersey, has determined that there exists a need within the Borough to acquire that certain property known as 420 East Main Street in the Borough and the building thereon and to rehabilitate the building to be the Borough's municipal complex (the "Project"), as said Project is more particularly defined in that certain Subrecipient Agreement (the "Subrecipient Agreement") to be entered into by and between the Borough and the New Jersey Economic Development Authority (the "Authority"), all pursuant to the Authority's Stronger New Jersey Neighborhood Community Revitalization Development and Public Improvement Program (the "NCR D&I Program");

WHEREAS, the Borough has determined to finance the acquisition, construction, renovation or installation of the Project with the proceeds of a loan under the NCR D&I Program, said loan to be made by the Authority in and amount up to $1,498,896.39 (the "NCR D&I Loan") pursuant to the Subrecipient Agreement;

WHEREAS, to evidence the NCR D&I Loan, the Authority requires the Borough to authorize, execute, attest and deliver to the Authority the Borough's Stronger NJ Neighborhood & Community Revitalization Program Development and Public Improvement ("NCR D&I") Loan Promissory Note (the "NCR D&I Loan Promissory Note"), said NCR D&I Loan Promissory Note to be issued in an principal amount of up to $1,498,896.39, pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the "Local Bond Law"), other applicable law and the Subrecipient Agreement;

WHEREAS, in connection with the execution and delivery of the Subrecipient Agreement, the Borough is obligated to execute and deliver to the Authority a Subrogation and Assignment Agreement (the "Subrogation and Assignment Agreement") to be entered into by and between the Borough and the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough as follows:

Section 1. The Subrecipient Agreement and the Subrogation and Assignment Agreement (collectively, the "Financing Documents") are hereby authorized to be executed and delivered on behalf of the Borough by either the Mayor or the Chief Financial Officer in substantially the forms attached hereto as Exhibits I and II, respectively, with such changes as the Mayor or the Chief Financial Officer (each an "Authorized Officer"), in their respective sole discretion, after consultation with counsel and any advisors to the Borough (collectively, the "Borough Consultants") and after further consultation with the Authority and its representatives, agents, counsel and advisors (collectively, the "Program Consultants", and together with the Borough Consultants, the "Consultants"), shall determine, such determination to be conclusively evidenced by the execution of such Financing Documents by an Authorized Officer as determined hereunder. The Borough Clerk is hereby authorized to attest to the execution of the Financing Documents by an Authorized Officer of the Borough as determined hereunder and to affix the corporate seal of the Borough to such Financing Documents.

Section 2. The Authorized Officers of the Borough are hereby further severally authorized to (i) execute and deliver, and the Borough Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Borough to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Borough Clerk, as applicable, in their respective sole discretion, after consultation with the Consultants, to be executed in connection with the execution and delivery of the Financing Documents and the consummation of the transactions contemplated thereby, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery thereof.

Section 3. This resolution shall take effect upon the adoption hereof or, if later, upon Ordinance Number 8 of 2016 of the Borough taking effect in accordance with the Local Bond Law.

Section 4. Upon the adoption hereof, the Borough Clerk shall forward certified copies of this resolution to DeCotiis, FitzPatrick & Cole LLP, bond counsel to the Borough.

MOTION TO ADOPT BY Schwartz SECONDED BY Vreeland
VOTE:
Vreeland Y Schwartz Y Colangelo Y Mathisen Y Santo Y Peterson Y

CERTIFICATION

I, JENNY GLEGHORN, Clerk of the Borough of Tuckerton, do hereby certify that the foregoing resolution is a true copy of a resolution adopted by the Mayor and Borough Council of the Borough of Tuckerton on this 20th day of June, 2016.

Jenny Gleghorn
JENNY GLEGHORN, Borough Clerk

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Borough of Tuckerton this 21st day of June, 2016.

Jenny Gleghorn
JENNY GLEGHORN, Borough Clerk

1939691-1

EXHIBIT I

Subrecipient Agreement

EXHIBIT H

Subrogation and Assignment Agreement

State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO BOX 803
TRENTON, NJ 08625-0803

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

CHARLES A. RICHMAN
Commissioner

LOCAL FINANCE BOARD
RESOLUTION

WHEREAS, the governing body of the Borough of Tuckerton in the County of Ocean has determined that it wishes to authorize the issuance of bonds in an amount not to exceed $1,498,896.39 for participation in the New Jersey Economic Development Authority (NJEDA) Stronger New Jersey Neighborhood Community Revitalization Development and Public Improvement Program; and

WHEREAS, the governing body of the Borough of Tuckerton in the County of Ocean has concluded at its meeting of April 18, 2016 that, in issuing debt for such purposes, the maturity schedule limitations established under N.J.S.A. 40A:2-26(b) will adversely affect the financial position of the local unit; and

WHEREAS, the Borough of Tuckerton has accordingly submitted an application to the Local Finance Board pursuant to N.J.S.A. 40A:2-26(e) setting forth its conclusion in this regard and the reasons therefore and further setting forth the specific maturities or amounts of annual installments of such bonds which the Borough of Tuckerton desires to utilize in issuing such permanent debt; and

WHEREAS, the Borough of Tuckerton has requested that the Local Finance Board, in accordance with N.J.S.A. 40A:2-26(e), approve the use of the maturity schedule set forth in its application and accordingly fix, by order, the maturities or amounts of annual installments of such bonds as desired by the Borough of Tuckerton; and

WHEREAS, the Local Finance Board, at its hearing on May 11, 2016, has reviewed and considered the application submitted and the testimony presented on behalf of the Borough of Tuckerton pursuant to N.J.S.A. 40A:2-26(e) with regard to the use of a nonconforming maturity schedule in conjunction with the proposed bond issue in an amount not to exceed $1.498,896.39 for participation in the NJEDA Stronger New Jersey Neighborhood Community Revitalization Development and Public Improvement Program; and

WHEREAS, the Local Finance Board has given consideration to those matters, to the extent applicable, as provided for by law, and has examined such estimates, computations and calculations as have been made in connection with the application and has required the production of such papers, documents, witnesses or information and has taken such action as it has deemed necessary for its review of the application and has found that utilization of the maturity schedule set forth in the application submitted by the Borough of Tuckerton will not adversely affect the financial position of the local unit.

NOW, THEREFORE, BE IT RESOLVED that the Local Finance Board, pursuant to N.J.S.A. 40A:2-26(e), hereby approves the application of the Borough of Tuckerton to utilize the maturity schedule set forth in the application which maturity schedule does not conform with the maturity schedule limitations set forth in N.J.S.A. 40A:2-26(b) and accordingly fixes the maturities or amounts of annual installments of the bonds which are the subject of the application in the manner requested and desired by the Borough of Tuckerton; and

BE IT FURTHER RESOLVED that the Borough of Tuckerton shall, within 30 days of the closing date of the financing that is the subject of this resolution, file with the Executive Secretary of the Local Finance Board a statement setting forth a complete accounting of the actual issuance costs incurred by the Borough of Tuckerton in undertaking the financing which statement shall include the following: the name of the Borough of Tuckerton; the closing date of the financing; the total amount of the financing; the name of the professionals or others who provided services to the Borough of Tuckerton in undertaking the financing; the estimated dollar amount for each type of issuance cost as set forth in the application submitted by the Borough of Tuckerton to the Local Finance Board with regard to the financing; and the actual dollar amount for each type of issuance cost incurred by the Borough of Tuckerton in undertaking the financing; and

BE IT FURTHER RESOLVED that, upon the sale of the bonds described in the application, the Borough of Tuckerton shall file with the Executive Secretary of the Local Finance Board a copy of said maturity schedule within ten (10) days of the sale of the bonds; and

BE IT FURTHER RESOLVED that the Executive Secretary of the Local Finance Board is hereby authorized and directed to certify or endorse such documents or instruments as may be necessary, convenient or desirable in order to carry out the purpose and provisions of law and this resolution; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

APPROVED BY:
THE LOCAL FINANCE BOARD

DATE: May 11, 2016

Patricia Parkin McNamara

PATRICIA PARKIN MCNAMARA
EXECUTIVE SECRETARY
LOCAL FINANCE BOARD

19946/WOMS-1048

State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO BOX 803
TRENTON, NJ 08625-0803

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

CHARLES A. RICHMAN
Commissioner

LOCAL FINANCE BOARD
RESOLUTION

WHEREAS, the officials of the Borough of Tuckerton, in the County of Ocean, have requested the Local Finance Board to consider approval of a bond ordinance without a down payment provided that an exception to N.J.S.A. 40A:2-11 may be determined by the Local Finance Board as permitted under N.J.S.A. 40A:2-7(d); and

WHEREAS, the Municipal Clerk has certified that the governing body passed on first reading the following Bond Ordinance:

AN ORDINANCE OF THE BOROUGH OF TUCKERTON, IN THE COUNTY OF OCEAN, NEW JERSEY, SUPPLEMENTING ORDINANCE NO. 9 OF 2013 OF THE BOROUGH PROVIDING FOR THE ACQUISITION OF PROPERTY AND PROVIDING FOR THE CONSTRUCTION OF A MUNICIPAL BUILDING IN THE BOROUGH AND APPROPRIATING $976,396.39 THEREFOR, AND PROVIDING FOR THE ISSUANCE OF $976,396.39 IN BONDS OR NOTES OF THE BOROUGH OF TUCKERTON TO FINANCE THE SAME

WHEREAS, the Local Finance Board has reviewed and considered on May 11, 2016, the application made pursuant to N.J.S.A. 40A:2-7(d) and found the subject ordinance to be in the public interest and for the health, welfare, convenience or betterment of the inhabitants of such local unit; and

WHEREAS, the Local Finance Board has found that the amounts to be expended or financed are not unreasonable or exorbitant and that the issuance of such obligations will not materially impair the credit of such local unit or substantially reduce its ability to pay punctually the principal of and interest on its debt and to supply other essential public improvements;

NOW, THEREFORE, BE IT RESOLVED by the Local Finance Board that said Board does hereby give consent to the adoption of such Bond Ordinance without the inclusion of a down payment; and

BE IT FURTHER RESOLVED that the Executive Secretary of the Local Finance Board is hereby authorized and directed to certify or endorse such documents or instruments as may be necessary, convenient or desirable in order to carry out the purpose and provisions of the Law and this Resolution; and

Local Finance Board
Borough of Tuckerton
May 11, 2016

BE IT FURTHER RESOLVED that the Borough of Tuckerton shall, within 30 days of the closing date of the financing that is the subject of this resolution, file with the Executive Secretary of the Local Finance Board a statement setting forth a complete accounting of the actual issuance costs incurred by the Borough of Tuckerton in undertaking the financing which statement shall include the following: the name of Borough of Tuckerton; the closing date of the financing; the total amount of the financing; the name of the professionals or others who provided services to the Borough of Tuckerton in undertaking the financing; the estimated dollar amount for each type of issuance cost as set forth in the application submitted by the Borough of Tuckerton to the Local Finance Board with regard to the financing; and the actual dollar amount for each type of issuance cost incurred by the Borough of Tuckerton in undertaking the financing; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

APPROVED BY THE
LOCAL FINANCE BOARD

DATE: May 11, 2016

Patricia Parkin McN

PATRICIA PARKIN MCNAMARA
EXECUTIVE SECRETARY
LOCAL FINANCE BOARD

19947/WOMS-1048

State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO BOX 803
TRENTON, NJ 08625-0803

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

CHARLES A. RICHMAN
Commissioner

CERTIFICATE OF SECRETARY

OF LOCAL FINANCE BOARD

I, PATRICIA PARKIN MCNAMARA, Executive Secretary of the Local Finance Board in the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, HEREBY CERTIFY that the within Bond Ordinance approving the issuance not to exceed the amount of $976,396 Bond(s) and/or Notes by the Borough of Tuckerton in the County of Ocean, New Jersey, in accordance with the provisions of N.J.S.A. 40A:2-7(d) has been and is consented to and approved by the Local Finance Board and that this approval is hereby endorsed upon the annexed copy of the resolution pursuant to the authorization and direction of the Local Finance Board.

IN WITNESS WHEREOF, I have hereunto set my hand at Trenton, New Jersey, this 18th day of May, 2016.

Patricia Parkin McNamara

PATRICIA PARKIN MCNAMARA
EXECUTIVE SECRETARY
LOCAL FINANCE BOARD

19947/WOMS-1048

State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO BOX 803
TRENTON, NJ 08625-0803

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

CHARLES A. RICHMAN
Commissioner

LOCAL FINANCE BOARD
RESOLUTION

WHEREAS, the governing body of the Borough of Tuckerton in the County of Ocean has determined that it wishes to authorize the issuance of bonds in an amount not to exceed $1,498,896.39 for participation in the New Jersey Economic Development Authority (NJEDA) Stronger New Jersey Neighborhood Community Revitalization Development and Public Improvement Program; and

WHEREAS, the governing body of the Borough of Tuckerton in the County of Ocean has concluded at its meeting of April 18, 2016 that, in issuing debt for such purposes, the maturity schedule limitations established under N.J.S.A. 40A:2-26(b) will adversely affect the financial position of the local unit; and

WHEREAS, the Borough of Tuckerton has accordingly submitted an application to the Local Finance Board pursuant to N.J.S.A. 40A:2-26(e) setting forth its conclusion in this regard and the reasons therefore and further setting forth the specific maturities or amounts of annual installments of such bonds which the Borough of Tuckerton desires to utilize in issuing such permanent debt; and

WHEREAS, the Borough of Tuckerton has requested that the Local Finance Board, in accordance with N.J.S.A. 40A:2-26(e), approve the use of the maturity schedule set forth in its application and accordingly fix, by order, the maturities or amounts of annual installments of such bonds as desired by the Borough of Tuckerton; and

WHEREAS, the Local Finance Board, at its hearing on May 11, 2016, has reviewed and considered the application submitted and the testimony presented on behalf of the Borough of Tuckerton pursuant to N.J.S.A. 40A:2-26(e) with regard to the use of a nonconforming maturity schedule in conjunction with the proposed bond issue in an amount not to exceed $1,498,896.39 for participation in the NJEDA Stronger New Jersey Neighborhood Community Revitalization Development and Public Improvement Program; and

WHEREAS, the Local Finance Board has given consideration to those matters, to the extent applicable, as provided for by law, and has examined such estimates, computations and calculations as have been made in connection with the application and has required the production of such papers, documents, witnesses or information and has taken such action as it has deemed necessary for its review of the application and has found that utilization of the maturity schedule set forth in the application submitted by the Borough of Tuckerton will not adversely affect the financial position of the local unit.

NOW, THEREFORE, BE IT RESOLVED that the Local Finance Board, pursuant to N.J.S.A. 40A:2-26(e), hereby approves the application of the Borough of Tuckerton to utilize the maturity schedule set forth in the application which maturity schedule does not conform with the maturity schedule limitations set forth in N.J.S.A. 40A:2-26(b) and accordingly fixes the maturities or amounts of annual installments of the bonds which are the subject of the application in the manner requested and desired by the Borough of Tuckerton; and

BE IT FURTHER RESOLVED that the Borough of Tuckerton shall, within 30 days of the closing date of the financing that is the subject of this resolution, file with the Executive Secretary of the Local Finance Board a statement setting forth a complete accounting of the actual issuance costs incurred by the Borough of Tuckerton in undertaking the financing which statement shall include the following: the name of the Borough of Tuckerton; the closing date of the financing; the total amount of the financing; the name of the professionals or others who provided services to the Borough of Tuckerton in undertaking the financing; the estimated dollar amount for each type of issuance cost as set forth in the application submitted by the Borough of Tuckerton to the Local Finance Board with regard to the financing; and the actual dollar amount for each type of issuance cost incurred by the Borough of Tuckerton in undertaking the financing; and

BE IT FURTHER RESOLVED that, upon the sale of the bonds described in the application, the Borough of Tuckerton shall file with the Executive Secretary of the Local Finance Board a copy of said maturity schedule within ten (10) days of the sale of the bonds; and

BE IT FURTHER RESOLVED that the Executive Secretary of the Local Finance Board is hereby authorized and directed to certify or endorse such documents or instruments as may be necessary, convenient or desirable in order to carry out the purpose and provisions of law and this resolution; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

APPROVED BY:
THE LOCAL FINANCE BOARD

DATE: May 11, 2016

Patricia Parkin McNamara

PATRICIA PARKIN MCNAMARA
EXECUTIVE SECRETARY
LOCAL FINANCE BOARD

19946/WOMS-1048

OWEN,
LITTLE
& ASSOCIATES
INC.

Engineers
Planners
Surveyors
GIS Specialists

Frank J. Little, Jr., P.E., P.P., C.M.E.
Douglas F. Klee, P.E., P.P., C.M.E.
William J. Berg, P.L.S.

ENGINEER'S CERTIFICATE AS TO APPROVALS

The undersigned consulting engineer for the BOROUGH OF TUCKERTON with respect to the project (the "Project") being financed by the up to $1,498,896.39 New Jersey Economic Development Authority NCR D&I Loan, **HEREBY CERTIFIES** that all approvals, consents or authorizations of, or registrations of or filings with, any governmental or public agency, authority or person required to date on the part of the Borough in connection with the undertaking and completion of the Project have been obtained or made.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 13th day of July, 2016.

Owen, Little & Associates, Inc

By: ____________________
Name: FRANK J. LITTLE JR
Title: BOROUGH ENGINEER

443 Atlantic City Blvd.
Beachwood, NJ 08722
732-244-1090
Fax 732-341-3412
www.owenlittle.com
info@owenlittle.com

—— LAW OFFICES ——
DECOTIIS
DeCotiis, FitzPatrick & Cole, LLP

NEW YORK
NEW JERSEY

GLENPOINTE CENTRE WEST
500 FRANK W. BURR BOULEVARD, SUITE 31
TEANECK, NEW JERSEY 07666

TELEPHONE: (201) 928-1100
TELEFAX: (201) 928-0588
WWW.DECOTIISLAW.COM

July 13, 2016

New Jersey Economic Development Authority
36 West State Street
PO Box 990
Trenton, New Jersey 08625-0990

Re: Borough of Tuckerton
up to $1,498,896.39 New Jersey Economic Development Authority
NCR D&I Loan

Ladies and Gentlemen:

We have acted as bond counsel to the Borough of Tuckerton, a municipality of the State of New Jersey (the "Subrecipient"), which has entered into a Subrecipient Agreement (as hereinafter defined) with the New Jersey Economic Development Authority (the "Authority"), and have acted as such in connection with the authorization, execution, attestation and delivery by the Subrecipient of its Subrecipient Agreement and Subrecipient Note (as hereinafter defined). All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Subrecipient Agreement.

In so acting, we have examined the Constitution and laws of the State of New Jersey, including, without limitation, the "Local Bond Law", P.L. 1960, c. 169, as amended (N.J.S.A. 40A:2-1 *et seq.*), and the ordinances and resolutions of the Subrecipient identified herein. We have also examined originals, or copies certified or otherwise identified to our satisfaction, of the following:

(a) the Subrecipient Agreement executed by the Subrecipient as of July 13, 2016 (the "Subrecipient Agreement") by and between the Authority and the Subrecipient;

(b) the proceedings of the governing body of the Subrecipient relating to the approval of the Subrecipient Agreement and the execution, attestation and delivery thereof on behalf of the Subrecipient;

(c) the Loan Promissory Note dated as of July 13, 2016 (the "Subrecipient Note") issued by the Subrecipient to the Authority to evidence the Loan; and

(d) the proceedings (together with the proceedings referred to in clause (b) above and Section 3 below, the "Proceedings") of the governing body of the Subrecipient, including, without limitation, the bond ordinances of the Subrecipient finally adopted on November 4, 2013 and May 16, 2016 (and readopted on June 6, 2016), respectively, and respectively entitled "AN ORDINANCE OF THE BOROUGH OF TUCKERTON, IN THE COUNTY OF OCEAN, NEW JERSEY, AUTHORIZING THE ACQUISITION OF REAL PROPERTY DESIGNATED AS BLOCK 64, LOT 7.01 (COASTAL LEARNING CENTER PROPERTY), AND APPROPRIATING $550,000.00 THEREFOR, AND PROVIDING FOR THE ISSUANCE OF $522,500.00 IN GENERAL IMPROVEMENT BONDS OR NOTES OF THE BOROUGH OF TUCKERTON TO FINANCE THE SAME" and "AN ORDINANCE OF THE BOROUGH OF TUCKERTON, IN THE COUNTY OF OCEAN, NEW JERSEY, SUPPLEMENTING ORDINANCE NO. 9 OF 2013 OF THE BOROUGH PROVIDING FOR THE ACQUISITION OF PROPERTY AND PROVIDING FOR THE CONSTRUCTION OF A MUNICIPAL BUILIDNG IN THE BOROUGH AND APPROPRIATING $976,396.39 THEREFOR, AND PROVIDING FOR THE ISSUANCE OF $976,396.39 IN BONDS OR NOTES OF THE BOROUGH OF TUCKERTON TO FINANCE THE SAME", and resolutions of the Subrecipient adopted pursuant to the provisions of N.J.S.A. 40A:2-27 and 40A:2-26(f) on June 20, 2016 entitled "RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF AN UP TO $1,498,896.39 GENERAL OBLIGATION NCR D&I LOAN PROMISSORY NOTE OF THE BOROUGH OF TUCKERTON, IN THE COUNTY OF OCEAN, NEW JERSEY, AND PROVIDING FOR ITS DELIVERY TO THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY FOR FUNDING THE BOROUGH'S MUNICIPAL COMPLEX PROJECT" and "RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A SUBRECIPIENT AGREEMENT TO BE EXECUTED BY THE BOROUGH OF TUCKERTON, IN THE COUNTY OF OCEAN, NEW JERSEY AND THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST FOR FUNDING THE BOROUGH'S MUNICIPAL COMPLEX PROJECT" (collectively, the "Subrecipient Note Proceedings"), all relating to the authorization of the Subrecipient Note and the sale, execution, attestation and delivery thereof to the Authority (the Subrecipient Agreement and the Subrecipient Note are referred to herein collectively as the "Loan Documents").

We have also examined and relied upon originals, or copies certified or otherwise authenticated to our satisfaction, of such other records, documents, certificates and other instruments, including the opinion dated the date hereof of counsel to the Subrecipient, and have made such investigation of law as in our judgment we have deemed necessary or appropriate, to enable us to render the opinions expressed below.

We are of the opinion that:

1. The Subrecipient has full legal right and authority to execute, attest and deliver the Loan Documents, to deliver the Subrecipient Note to the Authority, to observe and perform its duties, covenants, obligations and agreements under the Loan Documents and to undertake and complete the Project (as defined in the Subrecipient Agreement).

2. The Subrecipient has unconditionally and irrevocably pledged its full faith and credit and covenanted to exercise its unlimited taxing powers for the punctual payment of the principal of and interest on the Subrecipient Note and all other amounts due under the Subrecipient Note, which Subrecipient Note secures the Loan repayments and all other amounts due under the Loan Documents according to their respective terms.

3. The proceedings of the Subrecipient's governing body (i) approving the Loan Documents, (ii) authorizing their execution, attestation and delivery on behalf of the Subrecipient, (iii) with respect to the Subrecipient Note only, authorizing its delivery by the Subrecipient to the Authority, and (iv) authorizing the execution and delivery of all other certificates, agreements, documents and instruments in connection with the execution, attestation and delivery of the Loan Documents, have each been duly and lawfully adopted and authorized in accordance with applicable law and applicable ordinances and resolutions of the Subrecipient, including, without limitation and where applicable, the Local Bond Law, the Subrecipient Note Proceedings and the other Proceedings, which Proceedings constitute all of the actions necessary to be taken by the Subrecipient to authorize its actions contemplated by clauses (i) through (iv) above and which Proceedings were duly approved and published, where necessary, in accordance with applicable New Jersey law at a meeting or meetings duly called pursuant to necessary public notice and held in accordance with applicable New Jersey law and at which quorums were present and acting throughout.

4. The Loan Documents have been duly authorized, executed, attested and delivered by the Authorized Officers of the Subrecipient and the Subrecipient Note has been duly delivered by the Subrecipient to the Authority; and assuming in the case of the Subrecipient Agreement that the Authority has the requisite power and authority to authorize, execute, attest and deliver, and has duly authorized, executed, attested and delivered, the Subrecipient Agreement, the Loan Documents constitute the legal, valid and binding obligations of the Subrecipient, enforceable against the Subrecipient in accordance with their respective terms, subject, however, to the effect of, and to restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally. No opinion is rendered as to the availability of any particular remedy.

5. All approvals, consents or authorizations of, or registrations of or filings with, any governmental or public agency, authority or person required to date on the part of the Subrecipient in connection with the authorization, execution, attestation, delivery and performance of the Loan Documents, and the sale of the Subrecipient Note have been obtained or made.

6. The Subrecipient has no bonds, notes or other debt obligations outstanding that are superior or senior to the Subrecipient Note as to lien on, and source and security for payment thereof from, the general tax revenues of the Subrecipient.

7. To the best of our knowledge, upon due inquiry, (i) all representations made by the Subrecipient contained within the Subrecipient Agreement are true, accurate and complete, and (ii) all expectations contained therein are reasonable, and we know of no reason why the

Subrecipient would be unable to comply on a continuing basis with the covenants contained within the Subrecipient Agreement.

We hereby authorize the Attorney General of the State of New Jersey, acting as general counsel to the Authority, to rely on this opinion as if we had addressed this opinion to them in addition to you.

Very truly yours,
DECOTIIS, FITZPATRICK & COLE, LLP

DeCotiis, Fitzpatrick
& Cole, LLP

DASTI, MURPHY, McGUCKIN, ULAKY, KOUTSOURIS & CONNORS

A Professional Corporation
COUNSELLORS AT LAW
THE CLOCK TOWER BUILDING
620 WEST LACEY ROAD
POST OFFICE BOX 1057
FORKED RIVER, NEW JERSEY 08731

E-MAIL: FORKEDRIVER@DMMLAWFIRM.COM

WRITER'S E-MAIL: cconnors@dmmlawfirm.com

JERRY J. DASTI
GEORGE F. MURPHY, JR. † ◊
GREGORY P. McGUCKIN
ROBERT E. ULAKY ‡ >
CHRISTOPHER J. CONNORS
CHRISTOPHER K. KOUTSOURIS Δ ∞
CHRISTOPHER J. DASTI
TIMOTHY J. McNICHOLS >
MARTIN J. BUCKLEY

Of Counsel
ELIZABETH MACKOLIN DASTI >

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† CERTIFIED CIVIL TRIAL ATTY
∞ CERTIFIED MUNICIPAL COURT LAW ATTORNEY
‡ MEMBER, NATIONAL ACADEMY OF ELDER LAW ATTORNEYS, INC
◊ MEMBER NJ AND FLA BAR
> MEMBER NJ AND PA BAR
Δ MEMBER NJ AND NY BAR

Fed Id #22-3450668

TELEPHONE NUMBERS
(609) 971-1010
(609) 693-4100
(732) 349-2446
(732) 295-3000
(609) 918-1292

FACSIMILE NUMBERS
(609) 971-7093
(732) 349-1590
Real Estate: (609) 971-6176

July 13, 2016

PLEASE REFER TO:

Borough of Tuckerton

New Jersey Economic Development Authority
36 West State Street
PO Box 990
Trenton, New Jersey 08625-0990

Re: Borough of Tuckerton
up to $1,498,896.39 New Jersey Economic Development Authority
NCR D&I Loan

Ladies and Gentlemen:

We have acted as general counsel to the Borough of Tuckerton, a municipality of the State of New Jersey (the "Subrecipient"), which has entered into a Subrecipient Agreement (as hereinafter defined) with the New Jersey Economic Development Authority (the "Authority"), and have acted as such in connection with the authorization, execution, attestation and delivery by the Subrecipient of its Subrecipient Agreement and Subrecipient Note (as hereinafter defined). All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Subrecipient Agreement.

In so acting, we have examined the Constitution and laws of the State of New Jersey, and the ordinances and resolutions of the Subrecipient identified herein. We have also examined originals, or copies certified or otherwise identified to my satisfaction, of the following:

(a) the Subrecipient Agreement executed by the Subrecipient as of July 13, 2016 (the "Subrecipient Agreement") by and between the Authority and the Subrecipient;

(b) the proceedings of the governing body of the Subrecipient relating to the approval of the Subrecipient Agreement and the execution, attestation and delivery thereof on behalf of the Subrecipient and the authorization of the undertaking and completion of the Project;

(c) the Loan Promissory Note dated as of July 13, 2016 (the "Subrecipient Note") issued by the Subrecipient to the Authority to evidence the Loan; and

(d) the proceedings (together with the proceedings referred to in clause (b) above and Section 4 below, the "Proceedings") of the governing body of the Subrecipient, including, without limitation, the bond ordinances of the Subrecipient finally adopted on November 4, 2013 and May 16, 2016 (and readopted on June 6, 2016), respectively, and respectively entitled "AN ORDINANCE OF THE BOROUGH OF TUCKERTON, IN THE COUNTY OF OCEAN, NEW JERSEY, AUTHORIZING THE ACQUISITION OF REAL PROPERTY DESIGNATED AS BLOCK 64, LOT 7.01 (COASTAL LEARNING CENTER PROPERTY), AND APPROPRIATING $550,000.00 THEREFOR, AND PROVIDING FOR THE ISSUANCE OF $522,500.00 IN GENERAL IMPROVEMENT BONDS OR NOTES OF THE BOROUGH OF TUCKERTON TO FINANCE THE SAME" and "AN ORDINANCE OF THE BOROUGH OF TUCKERTON, IN THE COUNTY OF OCEAN, NEW JERSEY, SUPPLEMENTING ORDINANCE NO. 9 OF 2013 OF THE BOROUGH PROVIDING FOR THE ACQUISITION OF PROPERTY AND PROVIDING FOR THE CONSTRUCTION OF A MUNICIPAL BUILIDNG IN THE BOROUGH AND APPROPRIATING $976,396.39 THEREFOR, AND PROVIDING FOR THE ISSUANCE OF $976,396.39 IN BONDS OR NOTES OF THE BOROUGH OF TUCKERTON TO FINANCE THE SAME", and resolutions of the Subrecipient adopted pursuant to the provisions of N.J.S.A. 40A:2-27 and 40A:2-26(f) on June 20, 2016 entitled "RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF AN UP TO $1,498,896.39 GENERAL OBLIGATION NCR D&I LOAN PROMISSORY NOTE OF THE BOROUGH OF TUCKERTON, IN THE COUNTY OF OCEAN, NEW JERSEY, AND PROVIDING FOR ITS DELIVERY TO THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY FOR FUNDING THE BOROUGH'S MUNICIPAL COMPLEX PROJECT" and "RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A SUBRECIPIENT AGREEMENT TO BE EXECUTED BY THE BOROUGH OF TUCKERTON, IN THE COUNTY OF OCEAN, NEW JERSEY AND THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST FOR FUNDING THE BOROUGH'S MUNICIPAL COMPLEX PROJECT" (collectively, the "Subrecipient Note Proceedings"), all relating to the authorization of the Subrecipient Note and the sale, execution, attestation and delivery thereof to the Authority (the Subrecipient Agreement and the Subrecipient Note are referred to herein collectively as the "Loan Documents").

We have also examined and relied upon originals, or copies certified or otherwise authenticated to my satisfaction, of such other records, documents, certificates and other instruments, and have made such investigation of law as in my judgment I have deemed necessary or appropriate, to enable me to render the opinions expressed below.

We are of the opinion that:

1. The Subrecipient is a municipality duly created and validly existing under and pursuant to the Constitution and statutes of the State of New Jersey, with the legal right to carry on the business of the Project as currently being conducted and as proposed to be conducted.

2. The Subrecipient has full legal right and authority to execute, attest and deliver the Loan Documents, to deliver the Subrecipient Note to the Authority, to observe and perform its duties, covenants, obligations and agreements under the Loan Documents and to undertake and complete the Project.

3. The acting officials of the Subrecipient who are contemporaneously herewith performing or have previously performed any action contemplated in the Subrecipient Agreement are, and at the time any such action was performed were, the duly appointed or elected officials of the Subrecipient

empowered by applicable New Jersey law and authorized by ordinance or resolution of the Subrecipient to perform such actions.

4. The proceedings of the Subrecipient's governing body (i) approving the Loan Documents, (ii) authorizing their execution, attestation and delivery on behalf of the Subrecipient, (iii) with respect to the Subrecipient Note only, authorizing its delivery by the Subrecipient to the Authority, (iv) authorizing the Subrecipient to consummate the transactions contemplated by the Loan Documents, (v) authorizing the Subrecipient to undertake and complete the Project, and (vi) authorizing the execution and delivery of all other certificates, agreements, documents and instruments in connection with the execution, attestation and delivery of the Loan Documents, have each been duly and lawfully adopted and authorized in accordance with applicable law and applicable ordinances and resolutions of the Subrecipient, the Subrecipient Note Proceedings and the other Proceedings, which Proceedings constitute all of the actions necessary to be taken by the Subrecipient to authorize its actions contemplated by clauses (i) through (vi) above and which Proceedings were duly approved and published, where necessary, in accordance with applicable New Jersey law at a meeting or meetings duly called pursuant to necessary public notice and held in accordance with applicable New Jersey law and at which quorums were present and acting throughout.

5. The Loan Documents have been duly authorized, executed, attested and delivered by the Authorized Officers of the Subrecipient and the Subrecipient Note has been duly delivered by the Subrecipient to the Authority; and assuming in the case of the Subrecipient Agreement that the Authority has the requisite power and authority to authorize, execute, attest and deliver, and has duly authorized, executed, attested and delivered, the Subrecipient Agreement, the Loan Documents constitute the legal, valid and binding obligations of the Subrecipient, enforceable against the Subrecipient in accordance with their respective terms, subject, however, to the effect of, and to restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally. No opinion is rendered as to the availability of any particular remedy.

6. The authorization, execution, attestation and delivery of the Loan Documents by the Subrecipient and the delivery of the Subrecipient Note to the Authority, the observation and performance by the Subrecipient of its duties, covenants, obligations and agreements thereunder, the consummation of the transactions contemplated therein, and the undertaking and completion of the Project do not and will not (i) result in any breach of any of the terms, conditions or provisions of, or (ii) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Subrecipient is a party or by which the Subrecipient, the Project or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Subrecipient was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Subrecipient, the Project or its properties or operations is subject.

7. Based solely on the representation of the engineer for the Project, all approvals, consents or authorizations of, or registrations of or filings with, any governmental or public agency, authority or person required to date on the part of the Subrecipient in connection with the undertaking and completion of the Project have been obtained or made.

8. There is no litigation or other proceeding pending or, to our knowledge, after due inquiry, threatened in any court or other tribunal of competent jurisdiction (either state or federal) (i) questioning the creation, organization or existence of the Subrecipient, (ii) questioning the validity, legality or enforceability of the Loan or the Loan Documents, (iii) questioning the undertaking or completion of the Project, (iv) otherwise challenging the Subrecipient's ability to consummate the transactions contemplated by the Loan or the Loan Documents, or (v) that, if adversely decided, would have a materially adverse impact on the financial condition of the Subrecipient.

We hereby authorize the Attorney General of the State of New Jersey, acting as general counsel to the Authority, and DeCotiis, FitzPatrick & Cole, LLP, acting as bond counsel to the Subrecipient, to rely on this opinion as if I had addressed this opinion to them in addition to you.

Very truly yours,
DASTI, MURPHY, MCGUCKIN, ULAKY,
KOUTSOURIS & CONNORS

By: ______________________________
Christopher J. Connors, Esq.