

**SPECIAL MEETING
MAYOR AND CITY COUNCIL
August 10, 2017**

**Meeting called to order at 7:00 p.m. by President McGuigan with a salute to the flag.
Roll call was recorded as follows:**

Present: Smith, D'Adamo, Gerety, Tapp, Toto, McGuigan

Also Present: Administrator Swain, City Clerk Samuelsen, Attorney James Franklin and
Engineer Greg Schneider

Absent: Mayor Glasser, Councilman Dill

Open Public Meetings Act:

Pursuant to the Open Public Meetings Act, adequate notice of this meeting has been provided. Agenda for this meeting has been provided to two local newspapers and posted in the City Clerk's Office.

Public Portion on Resolutions:

The meeting was opened to the public regarding the Resolutions on the agenda, and hearing no comments, duly closed.

RESOLUTIONS:

Resolution No. 143

M/S – Toto/Tapp

The resolution was adopted by a unanimous vote of those present.

No. 143 of 2017

**RIGHT OF WAY LICENSE
USE AND OCCUPANCY AGREEMENT
(with Easement rights)**

THIS AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the **COUNTY OF ATLANTIC**, a body corporate and politic of the State of New Jersey, with offices located at 1333 Atlantic Avenue, Atlantic City, NJ 08401 (hereinafter referred

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as to the "**County**"), and **CITY OF SOMERS POINT**, a body corporate and politic of the State of New Jersey, with offices located at 1 West New Jersey Avenue, Somers Point, NJ 08244 (hereinafter referred to as the "**Licensee**").

BACKGROUND STATEMENT

The County owns a certain street and right-of-way located at Somers Point-Mays Landing Road (CR #559) in the Municipality of Somers Point.

The Licensee proposes to construct a Resiliency Embankment within the uplands area along and within Somers Point-Mays Landing Road (CR #559) in accordance with plans, specifications and permit records which have been prepared by Mott Associates, Inc. for the Licensee, a copy of which is on file at the Atlantic County Department of Regional Planning and Development, identified as Planning File #ROP2017-231 (hereinafter referred to as the "Project" or "Project Plans").

Plans for the project have been reviewed preliminarily by the Atlantic County Department of Regional Planning and Development, Division of Engineering. The final review of the project, including a detailed program for periodic inspections and maintenance will be performed when the project has received all other necessary approvals, including but not limited to, New Jersey Department of Environmental Protection, (NJDEP) U.S. Army Corps. Of Engineers, Cape Atlantic Conservation District (CACD), and a complete application for a road Opening Permit has been submitted to the County.

The parties desire to enter into this Agreement, to define the various tasks that must be performed to facilitate construction of the improvements. Execution of this Agreement has been authorized by Resolution No. 401 adopted by the Atlantic County Board of Chosen Freeholders on August 8, 2017.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein contained and the consideration by the Licensee to the County, the County and Licensee do hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The paragraphs set forth above under the heading "Background" are incorporated herein by this reference as if fully set forth at length.
2. **PERMISSION GRANTED.** The County hereby grants unto Licensee and Licensee accepts from the County permission and license to utilize a portion of the County right-of-way for the following:

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A. A resiliency embankment as has been more fully delineated in paragraph 2 of the background statement and as depicted on the plans referred to therein.

Utilization and maintenance of the improvements, along with any repair or maintenance of the improvements contemplated by this Agreement, shall be at the sole cost, expense and risk of the Licensee.

3. PLAN PREPARATION.

A. The Licensee shall prepare plans, specifications, survey data, traffic analysis and supporting correspondence as may be necessary to design and construct the improvements. This task shall include preparation of any plans and supporting documents which may be required to comply with applicable design standards including, but not limited to, NJ DOT Standards Specifications for Roads and Bridges, standards promulgated by AASHTO, MUTCD, state and federal regulatory requirements, County Land Development and Highway Occupancy permit requirements, subject to such modifications as the County Engineer may reasonably require.

B. The supporting documents may include, but are not limited to: contract forms, cost estimates (including materials, earthwork calculations, construction quantities, etc.), surveys, title reports, shop drawings, storm water management plans and calculations, a detour/traffic control plan, a utility relocation plan, and a jurisdiction limits plan.

C. The plans shall be supplied in hard copy and digital format. Digital plans shall be compatible with Autocad 14.

D. Any required detour/traffic control plan shall be prepared by the Licensee's Engineer and shall be submitted to the County Engineer for review and approval. Implementation of the detour/traffic control plan, including any required flagman or police control shall be provided by the Licensee.

4. PLAN REVIEW BY THE COUNTY AND NJ DOT.

A. The Licensee shall submit two (2) complete copies of its plans with all supporting documents to the County Engineer's office. The County Engineer's office shall have forty-five (45) business days to review the same and provide comments to the Licensee.

B. The Licensee shall make such amendments to the plans as the County Engineer may reasonably direct, and resubmit the amended plans to the County Engineer for

review and approval. Upon approval of the plans by the County Engineer, the Licensee shall submit the same to the County for issuance of a County Road Opening Permit.

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C. The Licensee shall also be required to resubmit and make such modifications to the construction plans as the County Engineer may reasonably require, in the event that the Licensee shall fail to commence and complete construction, within two (2) years after the date of the County Engineer's initial approval of the construction plans.

5. UTILITY RELOCATION. The Licensee's Design Engineer shall investigate utility lines and services which exist in the vicinity of the improvement site and shall incorporate relocation of such utilities into the construction plans, as may be necessary to accomplish the improvements. The Licensee shall promptly notify the affected utilities and coordinate utility relocation work. All costs associated with utility relocation shall be borne by the Licensee.

6. ROAD OPENING PERMIT. Prior to commencement of construction of the improvements, the Licensee and its prime contractor shall submit an application to the County Engineer for a County Road Opening Permit, in accordance with County Code Chapter 72. All costs associated with the permit including fees and bonding shall be borne by the Licensee.

7. COMPLIANCE WITH ALL LAWS. The Licensee shall be solely responsible for obtaining any and all governmental permits, approvals or other consents necessary to carry on any work or activity upon or within the license area, at the Licensee's sole cost and expense. It shall be the responsibility of the Licensee to insure that all activities and uses of the license area shall be performed in conformance with all applicable Federal and State laws, County and municipal ordinances and regulations.

8. TERM. The term of this Agreement shall extend for an initial period of twenty-five (25) years, and shall be automatically renewed thereafter for additional terms of ten (10) years each, as long as improvements shall be located within the County's right of way along Somers Point-Mays Landing Road, provided, however, that the County reserves the right to terminate this License sooner as provided in this Agreement.

9. RE-ENTRY AND TERMINATION OF THE LICENSE BY THE COUNTY.

A. The County reserves the right to enter upon the license area, or any part thereof, either by itself, its employees, agents, contractors or subcontractors for the County's public purposes. The County may require the Licensee to alter, reconstruct or remove Licensee's improvements from the license area, whenever such entry, alteration, reconstruction or removal is deemed reasonably necessary to serve the County's interests in operating and maintaining the public right of way and related improvements or extension of any County facilities or services. In the event of any such interference, alteration, removal or relocation, the Licensee shall not be entitled to any compensation or damages of any nature whatsoever including, but not limited to, replacement of Licensee's improvements, provided, however, that the County shall cooperate with

the Licensee to minimize disruption and identify alternative locations for the Licensee's improvements.

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B. The rights reserved herein by the County shall extend to public utilities and other public agencies, to the extent that such other agencies and utilities may have permission to utilize the County rights of way, provided, however, that the party seeking to exercise such rights shall provide the Licensee with written notice describing the nature of the proposed work. Such notice shall be provided at least 120 days prior to commencement of work within the license area, unless the County shall reasonably determine that emergency conditions exist and reasonably requires commencement of work upon less than 120 days notice.

C. Upon such interference, alteration, removal or relocation, the County may either declare this License terminated and of no further effect, or declare this License amended to incorporate the interference, alteration, removal or relocation of the Licensee's improvements.

10. "AS IS" CONDITION OF THE LICENSE AREA. It is expressly agreed the Licensee is being granted the License to use the licensed area in "as in" condition. The Licensee has thoroughly inspected the license area to determine its condition and suitability, and has not relied upon any warranty, representation or other claim or promise made by the County. Since this License is an accommodation to Licensee and for its sole benefit, County shall be under no obligation to provide any services whatsoever to Licensee in connection with this License, nor does County make any warranty as to the condition or suitability for Licensee's use of the license area.

11. MAINTENANCE AND PROTECTION OF THE PROPERTY. The Licensee covenants that it will at all times during the continuance of this License, or any renewal thereof, maintain the license area in a clean, safe and properly functioning manner and further covenants that: Licensee shall routinely inspect the license area for damage, decay, subsidence, sink holes, burrows, or other matters which may indicate that repairs or replacement may be required. It shall be the Licensee's responsibility to ensure that its improvements have no adverse impacts upon the stability, safety, and structural integrity of the right of way of Somers Point-Mays Landing Road. In the event that any such condition is observed or suspected, then the Licensee shall immediately notify the County Engineer and shall implement such maintenance or repairs necessary to correct such conditions.

12. INDEPENDENT ENTITIES. The Licensee hereby acknowledges that the execution and performance of this Agreement is not intended to create Landlord-Tenant, agency, joint venture, or partnership relationships between the parties. The Licensee and its contractor(s) shall be deemed and considered independent of the County in all respects to the work described in the Agreement.

13. THE LICENSEE'S CONTRACTOR & PERFORMANCE OF THE WORK. Upon approval of the construction plans and issuance of all other permits necessary for construction of the project, the Licensee shall proceed with construction of the improvements in accordance with

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the approved plans. The Licensee shall be responsible for contract administration and construction supervision, in accordance with the terms hereof.

A. All improvements required by or specified within the construction plans (hereinafter collectively referred to as the "Work") shall be performed by experienced contractors who are authorized to do business in the State of New Jersey. The work will not be performed by, materials will not be permitted from, and equipment shall not be utilized if it is owned and/or operated by firms or individuals who are included in the report of suspensions, debarments and disqualification of firms and individuals as maintained by the State of New Jersey.

B. Construction materials, fixtures and equipment utilized for improvements within the County right of way, including asphalt, shall be procured only from NJ DOT inspected, approved or certified vendors, unless the County Engineer determines that such vendors are unavailable or otherwise cannot supply materials for the project.

C. Prior to commencement of the improvements, the Licensee shall provide the County Engineer with an updated schedule showing any changes to the proposed schedule, for the further review and approval of the County Engineer. The improvements shall not cause the complete closure of the County road unless approved by the County Engineer. The Licensee shall ensure that the road remains passable at all times, in accordance with the County's general road construction practices. If the Licensee desires to work at times other than a normal daylight shift, the Licensee shall first secure the County Engineer's approval.

D. The Licensee shall take such measures as may be reasonable and prudent to ensure that the work is performed with adequate supervision, and is performed in accordance with the requirements hereto. At a minimum, supervisory personnel shall be present on the work site during all working hours. The Licensee shall take measures as may be necessary to protect private property in the vicinity of the construction site, and shall repair damage caused by, arising from or in any way connected with the improvements.

E. The Licensee shall arrange for adequate implementation of the traffic control and traffic safety measures plan. The Licensee shall provide for and shall maintain flag men, police traffic control and warning signs for the duration of the work.

F. The Licensee shall not cause or permit improvements to commence or continue without proper construction layout; horizontal and vertical controls for the improvements shall be provided by the Licensee under the supervision of a licensed New Jersey Land Surveyor and a P.E., as may be appropriate.

G. A legible copy of all cut sheets and shop drawings shall be supplied to the County Engineer, prior to commencement of the improvements.

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14. INSPECTION AND ACCEPTANCE OF THE WORK.

A. The Licensee shall cause the improvements to be inspected as they proceed. Inspection may be performed by either the Licensee's Design Engineer, or by an independent engineer, as may be necessary and reasonably prudent to ensure that the work and materials proceed and are completed in accordance with the approved plans.

B. The County Engineer shall have access to the improvement site at any and all times for the purpose of performing such inspections as the County Engineer may deem necessary or appropriate, in accordance with County Code Chapter 72. Upon the request of the County Engineer, the Licensee shall provide such core samples and laboratory test results of the soil as the County Engineer may reasonably require.

C. All improvements to be undertaken by the Licensee pursuant to the terms of this Agreement within the County right of way shall be subject to review and acceptance by the County Engineer, whose review and acceptance shall be conducted in a reasonable fashion and in accordance with generally accepted engineering principles.

D. Upon completion of the improvements, the Licensee shall request a final inspection and acceptance thereof by its design engineer and shall provide a copy thereof to the County Engineer. The Licensee's request shall be accompanied by the following:

i. A survey prepared by a Licensed New Jersey Land Surveyor of work showing the "as built" conditions.

ii. The Design Engineer's Design Certification that the work has been performed in accordance with the approved plans.

iii. All documentation relating to operation, inspections and maintenance of materials installed within the County right of way (i.e. any warranties, operating manuals, inspection records, etc.).

E. Neither the Licensee nor the County shall accept work which does not conform with the approved plans, and it shall be the responsibility of the Licensee to correct, repair or replace any defective or nonconforming work, materials or improvements, in accordance with such written directions as may be given by the County Engineer.

F. All reviews, inspections, tests and directions, if any, performed or made by the County shall be for the County's information and benefit, and shall not relieve or limit the Licensee's duties to perform the improvements in accordance with the construction plans and terms of this Agreement. Such inspections or advice given shall in no event be construed as

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management of the work by the County, or assumption of any of the Licensee's duties hereunder.

15. **FIELD MODIFICATIONS OF THE CONSTRUCTION PLANS.** If, in the progress of the improvements, the Licensee or its contractor shall discover any error, omission or defect in the plans, the Licensee shall immediately notify the County Engineer and the Licensee's Design Engineer, who shall promptly cause an inspection of the same. If such a plan error, omission or defect is found, then the Licensee's Design Engineer shall promptly prescribe corrective measures or modifications as may be reasonably necessary to correct such condition, so that the improvement shall be substantially consistent with the approved plans, subject to County's prior approval. Proposed changes and modifications shall be in writing.

16. **CONSIDERATION.** The Licensee agrees and acknowledges that the improvements will benefit the Licensee by providing an enhancement to the City and both parties agree that the project will promote economic development. The County and Licensee agree that this constitutes adequate consideration to support this Agreement.

17. **INSURANCE, INDEMNIFICATION & BONDING.**

A. **Commercial General Liability Insurance.** The minimum limits of liability for this insurance shall be as follows:

\$2 Million Combined Single Limit of Liability for Bodily Injury or Property Damage.

The above required Commercial General Liability Insurance shall name the County, its officers, employees, and agents as additional insureds. The coverage to be provided under this policy shall be at least as broad as the standard basic unamended and unendorsed comprehensive general liability policy. Moreover, such policy shall be endorsed so as to include insurance protection against property damage caused by explosion, collapse, and interference with existing underground and overhead facilities. The insurance policy shall be endorsed to include broad form Property Damage, Contractual Liability, Completed Operations, and Independent Contractors coverage.

B. **Business/Commercial Automobile Insurance.** The Business/Commercial Automobile policy shall cover owned, non-owned and hired vehicles with minimum limits as follows:

\$2 Million Combined Single Limit of Liability for Bodily Injury or Property Damage.

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The above required Business/Commercial Automobile Insurance shall name the County, its officers, employees and agents as additional insureds.

C. Owner's Protective Insurance. The Contractor shall obtain and maintain a separate Owner's Protective Policy in the same minimum amounts as specified for Comprehensive General Liability Insurance in (A) above. The policy shall be written for the benefit of the County, its officers and employees, and they shall be named as the insured.

D. Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey and shall include an all-states endorsement to extend coverage to any state, which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall be provided with a limit of liability of \$1,000,000 for each accident as required by New Jersey law. Such policies shall include endorsements to ensure coverage under the U.S. Longshore and Harborworkers' Compensation Act and Maritime Act (Death on the High Seas Act) where required.

E. Contractors Pollution Liability Insurance. With regard to services rendered by Consultants and/or their subconsultants and/or their subcontractors for the project, a Contractors Pollution Liability Policy shall be provided.

Minimum Limits of liability as follows:

- i. Each Occurrence \$5,000,000;
- ii. Annual Aggregate \$10,000,000.

This insurance shall include, but not be limited to, coverage for on-site clean-up, bodily injury and/or property damage to third parties, Contractual Liability, Automobile Liability for the transportation of materials to and from the project site, completed operations and shall include insured versus insured coverage under a severability of interest clause.

The policy shall be issued on a project-specific and occurrence basis dedicated exclusively to the project and operations thereunder. The policy shall be renewed annually for the duration of the project and for a period of two (2) years following termination of this License or the completion of the project. The policy shall name the County of Atlantic, its officers, employees and agents as additional insureds.

As an alternative, the Licensee may satisfy the Contractors Pollution Liability Insurance requirement by providing the dedicated project specific limits stated above by endorsement under the Licensee's own Contractor Pollution Liability Policy subject to the same terms and conditions.

F. Other Requirements. All policies required shall include an endorsement requiring thirty (30) days prior written notice to the County before any change or cancellation

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becomes effective. All required insurance shall remain and be maintained in full force and effect until completion of the work contemplated herein.

Contractual liability insurance as required under the provisions of subparagraph A hereof shall be in accordance with Paragraph 8 of this License. Approval or lack of disapproval by the County of the insurance furnished hereunder shall not relieve the Licensee of its full responsibility for damages under common law and as herein set forth.

Any provisions regarding insurance may be modified by the County in the future, without any approval of the Licensee in order to reflect the necessity for increased limits and/or coverage. The Licensee shall immediately provide necessary modification to the certificates of insurance within ten (10) days' notice by the County. Failure to provide same within the time required shall result in termination of the License.

G. As part of the consideration hereof, the Licensee, and its contractor (where applicable), jointly and severally, hereby agree to defend, indemnify and save harmless the County as well as its officers, agents, servants and employees from and against all suits, costs (including reasonable legal fees), claims, expenses, liabilities and judgments of every kind and description, whether threatened or actual, including claims, suits, costs, expenses and judgments of agents, servants, employees and contractors of the Licensee and from and against all damages and expenses to which the County may be subjected by reason of the construction, reconstruction, maintenance, repairs, alteration or operations of the improvements for which this License is granted, including without limitation any claims, suits, costs, expenses, and judgments by reason of any damage to or destruction of the environment whatsoever including, without limitation, the disturbance of or placement of fill in wetlands, caused by, resulting from, arising out of or occurring in connection with the performance of the work described in this License, or incidental or appertaining thereto, or in connection with the creation of wetlands by the Licensee. This paragraph shall survive the expiration of this License.

H. Prior to the commencement of the improvements, the Licensee shall provide to the County a performance bond, in an amount equal to the cost estimate as approved by the County. Prior to commencement of work and submission of the performance bond, if the cost estimate is more than one year old, or if the scope of work within the County right of way has been modified, the Licensee shall first submit a revised cost estimate to the County for review and approval. Upon completion of the improvements and acceptance thereof by the County, the Licensee shall provide a maintenance guarantee to the County, in a form consistent with Atlantic County Code Chapter 72 (Road Excavations).

18. **NO WAIVER OF CLAIMS.** Notwithstanding any provision herein to the contrary, the expiration or termination of this Agreement shall not constitute a waiver or abrogation of any claims or defenses which may exist as a consequence of the provisions hereof.

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19. **CHOICE OF LAW.** This Agreement shall be governed by and in accordance with the laws of the State of New Jersey, and any disputes concerning this Agreement shall be brought before the Superior Court, Atlantic County, which shall be the exclusive venue for such actions.

20. **ENTIRE AGREEMENT.** This Agreement embodies the entire agreement between the parties hereto relative to the subject matter hereof. No variation, modification, change or amendment shall be binding upon any party hereto unless executed by said party.

21. **PARTIAL INVALIDITY.** If any term or provision of this Agreement, or any application thereof to any person or circumstance shall, to any extent be invalid or unenforceable,

the reminder of this Agreement, or the application of such term or provision to person or circumstance other than those to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, except to the extent that may frustrate the entire purpose of this Agreement.

22. **RIGHTS AND OBLIGATIONS TO RUN WITH TITLE TO THE BENEFITED PROPERTY.**

A. All of the rights, duties and other obligations set forth herein shall be binding upon and run with title to the benefited properties, as if the owners, assigns and successors in interest in title thereto had joined in the execution of the Agreement.

B. It is the intention of the Licensee for each owner of the benefited properties to have an equal share in all costs arising from or connected with this Agreement. All costs arising from or connected with this Agreement shall constitute lien upon title to the benefited property.

C. The Licensee shall be responsible for developing any such covenants or other agreements that may be prudent and necessary to identify and apportion the duties of each owner of the benefited property (and their successors and assigns).

23. **DEFAULT.** In the event that either party shall fail or refuse to perform, or otherwise become in default of any of the terms and conditions of this Agreement, then the non-defaulting party shall be permitted to proceed with every available legal and/or equitable remedy. The commencement of any one or more remedies shall not be deemed to prevent the commencement of any other claim or remedy. A failure on the part of the County to object to any default or inaction on the part of the Licensee or its contractor(s), no matter how long the same may continue, shall in no event be deemed to constitute a waiver of any of the Licensee's obligations hereunder.

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24. NOTICE. Any notice required to be given to any party hereunder shall be in writing, and shall be either by certified United States mail, postage prepaid or by telefax communication and shall be given as follows:

If to the County:

County Counsel
Department of Law
1333 Atlantic Avenue, 8th Floor
Atlantic City, NJ 08401

County Engineer
Office of Planning &
Development
Route 9 & Dolphin Avenue
Northfield, NJ 08225

If to the Licensee:

City of Somers Point
1 West New Jersey Avenue
Somers Point, NJ 08244

25. CONTINGENCY COMMENCEMENT OF CONSTRUCTION. Nothing contained herein shall be construed to obligate Licensee to construct the improvements should it elect, in its absolute discretion, not proceed with the project. This Agreement is intended to and shall govern with respect to Licensee's obligations to construct the improvements if, and only if, it elects to proceed with construction of the project. Upon commencement of construction, this contingency shall be deemed waived and shall be of no further effect.

26. EASEMENT RIGHTS. The County hereby grants the Licensee limited easement for the purpose of occupying the portion of the right of way described in the approved plans and also described on the metes and bounds description attached herewith as Exhibit A, for the limited and specific purposes set forth in this Agreement. This easement shall be subject to termination as set forth above in Section 10 and 11 by the County in the event the County determines that the property is required for County highway purposes. Otherwise, this easement shall remain in full force and effect for the term of the Agreement.

27. MAINTENANCE OF THE IMPROVEMENTS. Upon completion and acceptance of the improvements, Licensee shall be solely responsible for inspection, maintenance, repair or replacement thereof, as may from time to time be prudent or necessary, and the City shall assume jurisdictional control over the right of way of Somers Point-Mays Landing Road within the license area. Maintenance and operation shall be defined to include the following:

- A. All routine inspection activities.
- B. Preservation of the plans and maintenance records.

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C. Performing repair tasks such as shoulder repairs, maintaining the embankment, and such other maintenance tasks as may be necessary or otherwise deemed prudent which arise out of activities undertaken by or on behalf of the City for the embankment project, in order to keep the street safe and convenient for public use.

D. Regular litter removal.

E. Mowing and/or weed whacking, weeding and/or other landscaping maintenance of the embankment.

F. Repairing damage to the County road related to or connected with the embankment.

G. Removing debris, trash and other results of vandalism.

H. Maintaining storm water inlets, pipes, and catch basins, if any, within the embankment free from obstruction by leaves and other debris, and operational in accordance with all applicable storm water management requirements.

I. Performing any other activities incidental and necessary for normal or routine maintenance and operation of the embankment.

J. Trimming and maintaining trees, tree roots and other vegetation.

K. Replacement or reconstruction of the improvements, as may be necessary from time to time.

28. NO INTERFERENCE WITH THE COUNTY STREET'S OPERATIONS. The improvements shall be designed, constructed, operated and maintained by the Licensee in a manner that shall not (in the reasonable judgment of the County Engineer) cause any interference with or impose any limitation upon the movement and safety of traffic traveling along Somers Point-Mays Landing Road.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have hereto set their hands and seals, or caused this instrument to be executed by their duly authorized corporate officers dated the day and year above written:

Resolution No. 144

M/S – Toto/D'Adamo

The resolution was adopted by a unanimous vote of those present.

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No. 144 of 2017

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A
LICENSE AGREEMENT BETWEEN THE CITY OF SOMERS POINT AND THE NEW
JERSEY TURNPIKE AUTHORITY**

Sponsored by: Councilmen D'Adamo and Dill

Whereas, the City of Somers Point applied for and received from the New Jersey Department of Transportation a National Boating Infrastructure Grant (NBIG) in the amount of \$1,448,449 to fund a portion of a Transient Marina on the site of the Higbee Pier to accommodate boaters travelling north and south along the Inter - Coastal Waterway; and

Whereas, the City of Somers Point applied for and received a National Fish and Wildlife Foundation Grant to partially fund the dredging of that portion of Great Egg Harbor Bay adjacent to City owned property; and

Whereas, dredging of the shipping channel within the bay is essential to the transient marina; and

Whereas, the Angelou Economics Report prepared on behalf of the County of Atlantic recognized the need for the County and each municipality within the County to identify projects and initiatives to successfully migrate reliance upon casino gaming to a more robust and viable economy based upon tourism, technology, education and healthcare; and

Whereas, the City through its Economic Development Committee, Arts Commission, Green Team and other efforts has diligently pursued opportunities to improve the economy of the City and the rejuvenation and revitalization of the Bay Avenue area; and

Whereas, the dredging grant requires an environmental enhancement utilizing the dredge materials; and

Whereas, the City has developed plans and specifications for the construction of a Resiliency Embankment, a portion of which is to be constructed along and within a certain of the uplands areas of the Right - of Way of the Garden State Parkway which is owned by or under the control of the New Jersey Turnpike Authority; and

Whereas, the plans and specification have been reviewed by the Chief Engineer of the Turnpike Authority; and

Whereas, following his review, the Chief Engineer has determined that the dredging embankment construction are beneficial uses and has submitted a form of License Agreement to be executed by the City; and

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Whereas, the terms and conditions of the License Agreement have been reviewed by the City Engineer and have been deemed reasonable and necessary for the construction of the embankment.

Now, therefore, it is hereby Resolved by the Mayor and Council of the City of Somers Point in the County of Atlantic, State of New Jersey that

On behalf of the City of Somers Point the Mayor is authorized to execute and deliver to the New Jersey Turnpike Authority a License Agreement substantially in the form attached hereto, subject to such modifications as may be deemed necessary or desirable by the City Engineer, the City Administrator or the City Solicitor.

New Business:

Multiple Sclerosis Bike Race

Council President McGuigan reported that the MS bike race may seek approval to change their bike route through Somers Point and Police Chief Boyd has some concerns. Council President mentioned that any changes would come before City Council for their consideration.

Social Affairs Permit for Theater Collaborative of South Jersey and The Good Ole Days Festival
City Council concurred to approve both events with Council President McGuigan recusing himself from The Good Ole Days Festival Social Affairs Permit.

Public Portion

Public Portion was duly opened. Hearing nothing from the public, accordingly the Public Portion was duly closed.

Resident, Patti Cianci, expressed her concern regarding the Historical Commission meeting dates not posted on the website. Council President McGuigan ensured Ms. Cianci that he would contact the Historical Commission and request the information be posted on the City's website.

After public comment, public portion was duly closed.

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Adjournment

There being no further business to come before Council, the meeting was adjourned at 7:20 p.m.

Respectfully submitted,

Lucy R. Samuelsen, RMC
Municipal Clerk
Approved: 11/20/2017