

RESOLUTION NO. 2024-222

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE COUNTY OF OCEAN FOR UPGRADES FOR SEVEN (7) TRAFFIC SIGNALS

WHEREAS, pursuant to N.J.S.A. 40A:65-1 *et seq.*, local units may enter into agreements for shared services with other local units to provide or receive any service that the local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, each local unit authorized to enter into an agreement under the Shared Services and Consolidation Act may do so by the adoption of a resolution; and

WHEREAS, the County of Ocean has determined that seven (7) traffic signals in the Township need to be upgraded with new battery backup systems and generator bypass switches; and

WHEREAS, the Township of Little Egg Harbor agrees that these improvements are appropriate and should proceed; and

WHEREAS, the Township and the County of Ocean have agreed to share the cost of the traffic signal upgrades for generator bypass installation; and

WHEREAS, the parties agree that the County shall undertake the traffic signal work and the Township shall reimburse for its share of costs, which is a sum not to exceed \$37,592.10; and

WHEREAS, the Township of Little Egg Harbor desires to enter into a Shared

r|m|sh|c
Rothstein, Mandell, Strohm,
Halm & Cipriani, P.A.
ATTORNEYS AT LAW

98 East Water Street
Toms River, NJ 08753

o: 732.363.0777
f: 732.905.6555

Services Agreement with the County of Ocean to set forth the terms and conditions for the traffic signal upgrades.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the governing body does hereby authorize the execution of a Shared Services Agreement with the County of Ocean, attached hereto as Schedule A, in a form acceptable to the Township Attorney, for the purpose of setting the terms and conditions regarding upgrades to seven (7) traffic signals in the Township.

2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the Shared Services Agreement, and any other documents necessary to effectuate the terms of this resolution.

3. That the term of the agreement shall be for one (1) year.

4. That a copy of the agreement referenced herein shall be kept on file and made available for public inspection at the Township Clerk's Office during normal business hours.

5. That a certified copy of this resolution, together with a copy of the partially-executed agreement, shall be forwarded to the County of Ocean, Little Egg Harbor Township Administrator, Township Engineer and the Township Superintendent of Public Works.

CERTIFICATION

I, **KELLY LETTERA, CMC, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the 12th day of **September, 2024**.



KELLY LETTERA, CMC, RMC
Township Clerk
Little Egg Harbor Township

r|m|sh|c

Rothstein, Mandel, Strohm,
Halm & Cipriani, P.A.
ATTORNEYS AT LAW

98 East Water Street
Toms River, NJ 08753

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SHARED SERVICES AGREEMENT

THIS AGREEMENT, made this day of , 2024 , between the COUNTY OF OCEAN, a body politic of the State of New Jersey, having its principal office and place of business at the Ocean County Administration Building, 101 Hooper Avenue, Toms River, New Jersey 08754, hereinafter referred to as the "County" and the Township of Little Egg Harbor, a body politic of the State of New Jersey, having its principal office and place of business at 665 Radio Road, Little Egg Harbor, New Jersey, 08087, hereinafter referred to as the "Township".

WHEREAS, the County has traffic signals on 500 and 600 series roadways within Little Egg Harbor Township; and

WHEREAS, the traffic signals are inoperable without power such as during periods of power outages. Township police officers are necessary in order to manage traffic at these locations during such outages, when their efforts are in high demand and their services are more needed elsewhere; and

WHEREAS, the County has proposed an upgrade to the existing County traffic signals with the installation of new battery backup systems and generator bypass switches which will allow the traffic signals to operate under alternative power sources during power outage periods; and

WHEREAS, the County has determined that there are seven (7) traffic signals which will need to be upgraded with the new battery backup systems and generator bypass switches; and

WHEREAS, the Township agrees that these improvements are appropriate and should go forward; and

WHEREAS, the Township agrees that it is their sole responsibility to purchase, supply and maintain the generators to be utilized; and

WHEREAS, the Township and the County have agreed to share the cost of the traffic signal upgrades for generator bypass installation; and

WHEREAS, due to the particular complexities involved in the Project, the parties agree that it is in the best interest of both the Township and the County, for the County to undertake the traffic signal work and for the Township to reimburse the County for their share; and

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et seq., municipalities and other local governmental units may enter into Agreements for shared services with other municipalities and local governmental units to provide or receive any service that the local unit participating in the Agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, each local unit authorized to enter into an Agreement under the Shared Services and Consolidation Act must do so by the adoption of a Resolution; and

WHEREAS, the Agreement must comply with the requirements of N.J.S.A. 40A:65-7 and specify the services to be performed under the Agreement, procedures for payment and

assignment and allocation of responsibility for meeting standards between and among the parties; and

WHEREAS, the Township and the County desire to enter into this Shared Services Agreement in accordance with the provisions of N.J.S.A. 40A:65-1 et seq.

NOW WITNESSETH, that the parties hereto, in consideration of the benefits to be derived by entering into this Agreement, do hereby agree as follows:

1. The Township shall be solely responsible for the purchase of all the generators and furnishing them to the County contractor(s) for installation.

2. The County, through its approved contractor(s) or County Personnel for the Project, shall be responsible for the construction/installation, as more specifically identified in Exhibit "A".

3. The County shall be responsible for all designs, plans, inspections and the measurement of quantities of work for payment and shall certify the quantities for payment by the Township to the County.

4. In consideration of the County undertaking and completing the Project, as set forth in Paragraph 1 above, the Township shall reimburse and pay to the County a sum not to exceed \$37,592.10 which represents the estimated share of traffic signal upgrade cost, as more specifically set forth in Exhibit "A" attached hereto.

5. The Project is anticipated to be completed over a one year period.

6. The actual monies paid by the Township to the County shall be adjusted to reflect as-built quantities of work at the County contractor's bid prices or the negotiated prices for any change order items.

7. The County shall invoice the Township once the work is fully completed and payment therefor shall be due and payable to the County within thirty (30) days thereafter.

8. Upon completion of the Project, the County shall continue ownership/maintenance of the traffic signals upgraded as part of the traffic signal upgrade project, including the generator bypass system, except all battery replacement(s) will be the sole responsibility of the Township.

9. This Agreement and the performance hereof shall be governed, interpreted, constructed and regulated by the laws of the State of New Jersey.

10. This Agreement shall commence and take effect upon execution by the parties and continue in full force and effect until all payments due and payable to the County hereunder are paid in full.

11. In the event that any court of competent jurisdiction shall declare any section of this Agreement invalid for any reason, all other sections shall remain in full force and effect.

12. This Agreement represents the entire Agreement between the parties and may not be modified or amended, except by written Agreement between the parties.

13. All notices, requests, demands and other communications hereunder shall be written, and shall be deemed to have been duly given if delivered or mailed, by certified mail,

return receipts requested, to the parties' designated representatives at the addresses set forth below:

For the County:

Ocean County Engineer, Ocean County Engineering Department
101 Hooper Avenue, Toms River, NJ 08754

For the Township:

Administrator, Little Egg Harbor Township
665 Radio Road, Little Egg Harbor, New Jersey 08087

14. It is mutually agreed and understood that nothing in this Agreement implies an employee/employer relationship between the parties. The relationship of the parties shall be that of independent contractors with respect to each other.

IN WITNESS WHEREOF, the County has caused these presents to be signed by the Director of the Board of Commissioners, attested to by the Clerk of said Board and its corporate seal hereunto affixed; and the Township has caused these presents to be signed by the Mayor, attested to by the Municipal Clerk, and its corporate seal hereunto affixed, at the day and year first above written.

ATTEST:

COUNTY OF OCEAN

MICHELLE I. GUNTHER, CLERK
BOARD OF COMMISSIONERS

BARABARA JO CREA, Director
BOARD OF COMMISSIONERS

ATTEST:

LITTLE EGG TOWNSHIP

KELLY LETTERA, CLERK

BLAISE SCIBETTA, MAYOR

Little Egg Harbor Township

Project Description

The County is initiating a project to upgrade the traffic signals in each township to have a generator connection with new battery backup system.

Locations

#	Intersection	Signal ID	Cost
1	CR #2 (Mathistown Rd) & CR #103 (Center St)	LEH-1	\$5,956.42
2	CR #2 (Mathistown Rd) / Harbortown Rd & CR #25 (Radio Rd)	LEH-2	\$6,781.42
3	CR #25 (Radio Rd) & Oak La	LEH-5	\$5,956.42
4	CR #1 (N. Green St/Rt 539) & Frog Pond Rd	LEH-6	\$4,724.46
5	CR #1 (N. Green St/Rt 539) & Exit 58	LEH-7	\$4,724.46
6	CR #103 (Center St) & Oak Lane	LEH-8	\$4,724.46
7	CR #1 (N. Green St/Rt 539) & GSP Northbound Interchange 58	LEH-11	\$4,724.46
Total:			\$37,592.10

Honda EU3000is Generator Specification

Dimensions

Model (Type)	EU3000is (Standard Type)	EU3000is (Wheel Type)
Power Product Description Code	EZGF	
Length	655mm (25.8 in)	
Width	455 mm (17.5 in)	480 mm (18.9 in)
Height	555 mm (21.9 in)	570 mm (22.4 in)
Dry Weight	59.0 kg (130.1 lbs)	61.0 kg (134.5 lbs)

Engine

Model	GX200
Engine Type	4-stroke, overhead valve, single cylinder
Displacement (Bore x Stroke)	196 cm ³ (12.0 in ³) (68 X 54 mm (2.7 X 2.1 in))
Compression Ratio	8.5:1
Engine Speed	3,500 rpm
Cooling System	Forced Air
Ignition System	Transistorized Magneto
Oil Capacity	0.55 l (0.58 US qt, 0.48 Imp qt)
Fuel Tank Capacity	13.0 l (3.43 US gal, 2.86 Imp gal)
Spark Plug	BPR5E (NGK) W16EPR-U (DENSO)

Generator

Model	EU3000is	
Type	A	
AC Output	Rated Voltage	120 V
	Rated Frequency	60 Hz
	Rated Ampere	23.4 A
	Rated Output	2.8 kVA
	Maximum Output	3.0 kVA
DC Output	Only for charging 12 V automotive batteries. Maximum Charging Output = 12 A	

Tune-Up Specifications

Item	Specification	Maintenance
Spark Plug Gap	0.70-0.80 mm (0.028-0.031 in)	See Maintenance Section
Valve Clearance	IN: 0.15±0.02 mm (cold) EX: 0.20±0.02 mm (cold)	See your authorized Honda Dealer
Other Specifications	No other adjustments needed.	

THIS AGREEMENT made this day of day of , 2024, between the COUNTY OF OCEAN, a body politic of the State of New Jersey, having its principal office and place of business at the Ocean County Administration Building, 101 Hooper Avenue, Toms River, New Jersey 08754, hereinafter referred to as the "County" and the **Township of Little Egg Harbor**, a municipal corporation of the State of New Jersey, having its principal office and place of business at 655 Radio Road, Little Egg Harbor, New Jersey, 08087, hereinafter referred to as the "Township".

WHEREAS, the **Ocean County Board of Commissioners and Township** executed an electrical agreement for the installation of a traffic signal at the intersection of County Road #2 (Mathistown Road) and County Road #103 (Center Street) in the Township of Little Egg Harbor (LEH-1) on December, 1990; and

WHEREAS, the agreement should be amended to provide for the modification of a battery backup system and generator bypass accommodations.

NOW, WITNESSETH, that the parties hereto, in consideration of mutual covenants and agreements contained herein, the Township and the County agree as follows:

1. The Township shall provide through the utility company for the necessary electric current.
2. The Township will pay for all electric current and battery replacement to be used in the operation of said Traffic Signal.
3. The Traffic Signal shall be maintained, modified and reconstructed by the County of Ocean or others without expense to the Township, except such expenses as are mutually agreed upon and defined in other separate Schedule 'C' agreements between the County and the Township.
4. The Township shall supply the generators and required fuel to be used to power County owned traffic signals. The Township shall refuel the generators for the duration of operation. The generators shall meet or exceed the specification provided by the County to the Township.

5. The Township shall request the County to switching the traffic signal power supply to the Township supplied generator. Prior to the usage of the Township generator, County personnel shall inspect the signal to ensure the signal is operating according to plans and timing directives. The County personnel shall connect the generator to the traffic signal and confirm the signal operation.

6. Once the power has been restored, the Township shall notify the County. County personnel shall disconnect the generator from the controller and switch the power supply and confirm the signal operation.

7. Township agrees to provide, at its own expense and upon forty-eight (48) hours notice by the County to the Township Clerk uniformed officers to direct traffic during installations, inspections or repairs related to the traffic signal system. The Township further agrees to provide, at its own expense, uniformed officers to direct traffic during emergency repairs, on telephone notice to the Township Clerk. The Township agrees to make every effort to provide uniformed officers within the required time frames and agrees to pay for such services when provided. Should the response time of the uniformed officers be delayed, the Township will immediately advise the County of such. By acceptance of this Agreement, the Township also agrees that this Agreement shall apply to all existing and future signals, operated and maintained by the County, that are within the Township.

8. The County reserves the right to rescind this agreement in giving to the Township of Little Egg Harbor in six months' notice in writing of its intention to rescind, which notice shall be served upon the Chairman of the Township Council/Committee of the said Township.

9. All other terms and conditions of the parties' existing Contract shall remain in full force and effect except as modified herein.

This agreement shall be executed in duplicate. One copy shall be furnished to either party hereto and either copy shall be of equal import and legality.

IN WITNESS WHEREOF, the County of Ocean has caused these presents to be signed by the Director of its Board of Commissioners, attested to by the Clerk of said Board and its corporate seal affixed and the Township of Little Egg Harbor has caused these presents to be signed by its Mayor, attested to by its Clerk and its corporate seal to be affixed all the day and year first above written.

COUNTY OF OCEAN

ATTEST:

MICHELLE I. GUNTHER, CLERK
BOARD OF COMMISSIONERS

BARBARA JO CREA, DIRECTOR
BOARD OF COMMISSIONERS

TOWNSHIP OF LITTLE EGG HARBOR

ATTEST:

CLERK

MAYOR

THIS AGREEMENT made this day of day of , 2024, between the COUNTY OF OCEAN, a body politic of the State of New Jersey, having its principal office and place of business at the Ocean County Administration Building, 101 Hooper Avenue, Toms River, New Jersey 08754, hereinafter referred to as the "County" and the **Township of Little Egg Harbor**, a municipal corporation of the State of New Jersey, having its principal office and place of business at 655 Radio Road, Little Egg Harbor, New Jersey, 08087, hereinafter referred to as the "Township".

WHEREAS, the **Ocean County Board of Commissioners** and **Township** executed an electrical agreement for the installation of a traffic signal at the intersection of County Road #25 (Route 601 – Radio Road) and County Road #2 (Mathistown Road) and Harbourtown Boulevard in the Township of Little Egg Harbor (LEH-2) on November, 1998; and

WHEREAS, the agreement should be amended to provide for the modification of a battery backup system and generator bypass accommodations.

NOW, WITNESSETH, that the parties hereto, in consideration of mutual covenants and agreements contained herein, the Township and the County agree as follows:

1. The Township shall provide through the utility company for the necessary electric current.
2. The Township will pay for all electric current and battery replacement to be used in the operation of said Traffic Signal.
3. The Traffic Signal shall be maintained, modified and reconstructed by the County of Ocean or others without expense to the Township, except such expenses as are mutually agreed upon and defined in other separate Schedule 'C' agreements between the County and the Township.
4. The Township shall supply the generators and required fuel to be used to power County owned traffic signals. The Township shall refuel the generators for the duration of operation. The generators shall meet or exceed the specification provided by the County to the Township.

5. The Township shall request the County to switching the traffic signal power supply to the Township supplied generator. Prior to the usage of the Township generator, County personnel shall inspect the signal to ensure the signal is operating according to plans and timing directives. The County personnel shall connect the generator to the traffic signal and confirm the signal operation.

6. Once the power has been restored, the Township shall notify the County. County personnel shall disconnect the generator from the controller and switch the power supply and confirm the signal operation.

7. Township agrees to provide, at its own expense and upon forty-eight (48) hours notice by the County to the Township Clerk uniformed officers to direct traffic during installations, inspections or repairs related to the traffic signal system. The Township further agrees to provide, at its own expense, uniformed officers to direct traffic during emergency repairs, on telephone notice to the Township Clerk. The Township agrees to make every effort to provide uniformed officers within the required time frames and agrees to pay for such services when provided. Should the response time of the uniformed officers be delayed, the Township will immediately advise the County of such. By acceptance of this Agreement, the Township also agrees that this Agreement shall apply to all existing and future signals, operated and maintained by the County, that are within the Township.

8. The County reserves the right to rescind this agreement in giving to the Township of Little Egg Harbor in six months' notice in writing of its intention to rescind, which notice shall be served upon the Chairman of the Township Council/Committee of the said Township.

9. All other terms and conditions of the parties' existing Contract shall remain in full force and effect except as modified herein.

This agreement shall be executed in duplicate. One copy shall be furnished to either party hereto and either copy shall be of equal import and legality.

IN WITNESS WHEREOF, the County of Ocean has caused these presents to be signed by the Director of its Board of Commissioners, attested to by the Clerk of said Board and its corporate seal affixed and the Township of Little Egg Harbor has caused these presents to be signed by its Mayor, attested to by its Clerk and its corporate seal to be affixed all the day and year first above written.

COUNTY OF OCEAN

ATTEST:

MICHELLE I. GUNTHER, CLERK
BOARD OF COMMISSIONERS

BARBARA JO CREA, DIRECTOR
BOARD OF COMMISSIONERS

TOWNSHIP OF LITTLE EGG HARBOR

ATTEST:

CLERK

MAYOR

THIS AGREEMENT made this day of day of , 2024, between the COUNTY OF OCEAN, a body politic of the State of New Jersey, having its principal office and place of business at the Ocean County Administration Building, 101 Hooper Avenue, Toms River, New Jersey 08754, hereinafter referred to as the "County" and the **Township of Little Egg Harbor**, a municipal corporation of the State of New Jersey, having its principal office and place of business at 655 Radio Road, Little Egg Harbor, New Jersey, 08087, hereinafter referred to as the "Township".

WHEREAS, the **Ocean County Board of Commissioners** and **Township** executed an electrical agreement for the installation of a traffic signal at the intersection of County Road #25 (Route 601 – Radio Road) and Oak Lane in the Township of Little Egg Harbor (LEH-5) on September 5, 2001; and

WHEREAS, the agreement should be amended to provide for the modification of a battery backup system and generator bypass accommodations.

NOW, WITNESSETH, that the parties hereto, in consideration of mutual covenants and agreements contained herein, the Township and the County agree as follows:

1. The Township shall provide through the utility company for the necessary electric current.
2. The Township will pay for all electric current and battery replacement to be used in the operation of said Traffic Signal.
3. The Traffic Signal shall be maintained, modified and reconstructed by the County of Ocean or others without expense to the Township, except such expenses as are mutually agreed upon and defined in other separate Schedule 'C' agreements between the County and the Township.
4. The Township shall supply the generators and required fuel to be used to power County owned traffic signals. The Township shall refuel the generators for the duration of operation. The generators shall meet or exceed the specification provided by the County to the Township.

5. The Township shall request the County to switching the traffic signal power supply to the Township supplied generator. Prior to the usage of the Township generator, County personnel shall inspect the signal to ensure the signal is operating according to plans and timing directives. The County personnel shall connect the generator to the traffic signal and confirm the signal operation.

6. Once the power has been restored, the Township shall notify the County. County personnel shall disconnect the generator from the controller and switch the power supply and confirm the signal operation.

7. Township agrees to provide, at its own expense and upon forty-eight (48) hours notice by the County to the Township Clerk uniformed officers to direct traffic during installations, inspections or repairs related to the traffic signal system. The Township further agrees to provide, at its own expense, uniformed officers to direct traffic during emergency repairs, on telephone notice to the Township Clerk. The Township agrees to make every effort to provide uniformed officers within the required time frames and agrees to pay for such services when provided. Should the response time of the uniformed officers be delayed, the Township will immediately advise the County of such. By acceptance of this Agreement, the Township also agrees that this Agreement shall apply to all existing and future signals, operated and maintained by the County, that are within the Township.

8. The County reserves the right to rescind this agreement in giving to the Township of Little Egg Harbor in six months' notice in writing of its intention to rescind, which notice shall be served upon the Chairman of the Township Council/Committee of the said Township.

9. All other terms and conditions of the parties' existing Contract shall remain in full force and effect except as modified herein.

This agreement shall be executed in duplicate. One copy shall be furnished to either party hereto and either copy shall be of equal import and legality.

IN WITNESS WHEREOF, the County of Ocean has caused these presents to be signed by the Director of its Board of Commissioners, attested to by the Clerk of said Board and its corporate seal affixed and the Township of Little Egg Harbor has caused these presents to be signed by its Mayor, attested to by its Clerk and its corporate seal to be affixed all the day and year first above written.

COUNTY OF OCEAN

ATTEST:

MICHELLE I. GUNTHER, CLERK
BOARD OF COMMISSIONERS

BARBARA JO CREA, DIRECTOR
BOARD OF COMMISSIONERS

TOWNSHIP OF LITTLE EGG HARBOR

ATTEST:

CLERK

MAYOR

THIS AGREEMENT made this day of day of , 2024, between the COUNTY OF OCEAN, a body politic of the State of New Jersey, having its principal office and place of business at the Ocean County Administration Building, 101 Hooper Avenue, Toms River, New Jersey 08754, hereinafter referred to as the "County" and the **Township of Little Egg Harbor**, a municipal corporation of the State of New Jersey, having its principal office and place of business at 655 Radio Road, Little Egg Harbor, New Jersey, 08087, hereinafter referred to as the "Township".

WHEREAS, the **Ocean County Board of Commissioners and Township** executed an electrical agreement for the installation of a traffic signal at the intersection of County Road #1 (Route 539 – North Green Street) and Frog Pond Road in the Township of Little Egg Harbor (LEH-6) on November 6, 2002; and

WHEREAS, the agreement should be amended to provide for the modification of a battery backup system and generator bypass accommodations.

NOW, WITNESSETH, that the parties hereto, in consideration of mutual covenants and agreements contained herein, the Township and the County agree as follows:

1. The Township shall provide through the utility company for the necessary electric current.
2. The Township will pay for all electric current and battery replacement to be used in the operation of said Traffic Signal.
3. The Traffic Signal shall be maintained, modified and reconstructed by the County of Ocean or others without expense to the Township, except such expenses as are mutually agreed upon and defined in other separate Schedule 'C' agreements between the County and the Township.
4. The Township shall supply the generators and required fuel to be used to power County owned traffic signals. The Township shall refuel the generators for the duration of operation. The generators shall meet or exceed the specification provided by the County to the Township.

5. The Township shall request the County to switching the traffic signal power supply to the Township supplied generator. Prior to the usage of the Township generator, County personnel shall inspect the signal to ensure the signal is operating according to plans and timing directives. The County personnel shall connect the generator to the traffic signal and confirm the signal operation.

6. Once the power has been restored, the Township shall notify the County. County personnel shall disconnect the generator from the controller and switch the power supply and confirm the signal operation.

7. Township agrees to provide, at its own expense and upon forty-eight (48) hours notice by the County to the Township Clerk uniformed officers to direct traffic during installations, inspections or repairs related to the traffic signal system. The Township further agrees to provide, at its own expense, uniformed officers to direct traffic during emergency repairs, on telephone notice to the Township Clerk. The Township agrees to make every effort to provide uniformed officers within the required time frames and agrees to pay for such services when provided. Should the response time of the uniformed officers be delayed, the Township will immediately advise the County of such. By acceptance of this Agreement, the Township also agrees that this Agreement shall apply to all existing and future signals, operated and maintained by the County, that are within the Township.

8. The County reserves the right to rescind this agreement in giving to the Township of Little Egg Harbor in six months' notice in writing of its intention to rescind, which notice shall be served upon the Chairman of the Township Council/Committee of the said Township.

9. All other terms and conditions of the parties' existing Contract shall remain in full force and effect except as modified herein.

This agreement shall be executed in duplicate. One copy shall be furnished to either party hereto and either copy shall be of equal import and legality.

IN WITNESS WHEREOF, the County of Ocean has caused these presents to be signed by the Director of its Board of Commissioners, attested to by the Clerk of said Board and its corporate seal affixed and the Township of Little Egg Harbor has caused these presents to be signed by its Mayor, attested to by its Clerk and its corporate seal to be affixed all the day and year first above written.

COUNTY OF OCEAN

ATTEST:

MICHELLE I. GUNTHER, CLERK
BOARD OF COMMISSIONERS

BARBARA JO CREA, DIRECTOR
BOARD OF COMMISSIONERS

TOWNSHIP OF LITTLE EGG HARBOR

ATTEST:

CLERK

MAYOR

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WHEREAS, the **Ocean County Board of Commissioners** and **Township** executed an electrical agreement for the installation of a traffic signal at the intersection of County Road #1 (Route 539 – North Green Street) and Garden State Parkway Southbound Interchange 58 in the Township of Little Egg Harbor (LEH-7) on September 7, 2008; and

WHEREAS, the agreement should be amended to provide for the modification of a battery backup system and generator bypass accommodations.

NOW, WITNESSETH, that the parties hereto, in consideration of mutual covenants and agreements contained herein, the Township and the County agree as follows:

1. The Township shall provide through the utility company for the necessary electric current.
2. The Township will pay for all electric current and battery replacement to be used in the operation of said Traffic Signal.
3. The Traffic Signal shall be maintained, modified and reconstructed by the County of Ocean or others without expense to the Township, except such expenses as are mutually agreed upon and defined in other separate Schedule 'C' agreements between the County and the Township.
4. The Township shall supply the generators and required fuel to be used to power County owned traffic signals. The Township shall refuel the generators for the duration of operation. The generators shall meet or exceed the specification provided by the County to the Township.

5. The Township shall request the County to switching the traffic signal power supply to the Township supplied generator. Prior to the usage of the Township generator, County personnel shall inspect the signal to ensure the signal is operating according to plans and timing directives. The County personnel shall connect the generator to the traffic signal and confirm the signal operation.

6. Once the power has been restored, the Township shall notify the County. County personnel shall disconnect the generator from the controller and switch the power supply and confirm the signal operation.

7. Township agrees to provide, at its own expense and upon forty-eight (48) hours notice by the County to the Township Clerk uniformed officers to direct traffic during installations, inspections or repairs related to the traffic signal system. The Township further agrees to provide, at its own expense, uniformed officers to direct traffic during emergency repairs, on telephone notice to the Township Clerk. The Township agrees to make every effort to provide uniformed officers within the required time frames and agrees to pay for such services when provided. Should the response time of the uniformed officers be delayed, the Township will immediately advise the County of such. By acceptance of this Agreement, the Township also agrees that this Agreement shall apply to all existing and future signals, operated and maintained by the County, that are within the Township.

8. The County reserves the right to rescind this agreement in giving to the Township of Little Egg Harbor in six months' notice in writing of its intention to rescind, which notice shall be served upon the Chairman of the Township Council/Committee of the said Township.

9. All other terms and conditions of the parties' existing Contract shall remain in full force and effect except as modified herein.

This agreement shall be executed in duplicate. One copy shall be furnished to either party hereto and either copy shall be of equal import and legality.

IN WITNESS WHEREOF, the County of Ocean has caused these presents to be signed by the Director of its Board of Commissioners, attested to by the Clerk of said Board and its corporate seal affixed and the Township of Little Egg Harbor has caused these presents to be signed by its Mayor, attested to by its Clerk and its corporate seal to be affixed all the day and year first above written.

COUNTY OF OCEAN

ATTEST:

MICHELLE I. GUNTHER, CLERK
BOARD OF COMMISSIONERS

BARBARA JO CREA, DIRECTOR
BOARD OF COMMISSIONERS

TOWNSHIP OF LITTLE EGG HARBOR

ATTEST:

CLERK

MAYOR

THIS AGREEMENT made this day of day of , 2024, between the COUNTY OF OCEAN, a body politic of the State of New Jersey, having its principal office and place of business at the Ocean County Administration Building, 101 Hooper Avenue, Toms River, New Jersey 08754, hereinafter referred to as the "County" and the **Township of Little Egg Harbor**, a municipal corporation of the State of New Jersey, having its principal office and place of business at 655 Radio Road, Little Egg Harbor, New Jersey, 08087, hereinafter referred to as the "Township".

WHEREAS, the **Ocean County Board of Commissioners and Township** executed an electrical agreement for the installation of a traffic signal at the intersection of County Road #103 (Center Street) and Oak Lane in the Township of Little Egg Harbor (LEH-8) on July 2, 2008; and

WHEREAS, the agreement should be amended to provide for the modification of a battery backup system and generator bypass accommodations.

NOW, WITNESSETH, that the parties hereto, in consideration of mutual covenants and agreements contained herein, the Township and the County agree as follows:

1. The Township shall provide through the utility company for the necessary electric current.
2. The Township will pay for all electric current and battery replacement to be used in the operation of said Traffic Signal.
3. The Traffic Signal shall be maintained, modified and reconstructed by the County of Ocean or others without expense to the Township, except such expenses as are mutually agreed upon and defined in other separate Schedule 'C' agreements between the County and the Township.
4. The Township shall supply the generators and required fuel to be used to power County owned traffic signals. The Township shall refuel the generators for the duration of operation. The generators shall meet or exceed the specification provided by the County to the Township.

5. The Township shall request the County to switching the traffic signal power supply to the Township supplied generator. Prior to the usage of the Township generator, County personnel shall inspect the signal to ensure the signal is operating according to plans and timing directives. The County personnel shall connect the generator to the traffic signal and confirm the signal operation.

6. Once the power has been restored, the Township shall notify the County. County personnel shall disconnect the generator from the controller and switch the power supply and confirm the signal operation.

7. Township agrees to provide, at its own expense and upon forty-eight (48) hours notice by the County to the Township Clerk uniformed officers to direct traffic during installations, inspections or repairs related to the traffic signal system. The Township further agrees to provide, at its own expense, uniformed officers to direct traffic during emergency repairs, on telephone notice to the Township Clerk. The Township agrees to make every effort to provide uniformed officers within the required time frames and agrees to pay for such services when provided. Should the response time of the uniformed officers be delayed, the Township will immediately advise the County of such. By acceptance of this Agreement, the Township also agrees that this Agreement shall apply to all existing and future signals, operated and maintained by the County, that are within the Township.

8. The County reserves the right to rescind this agreement in giving to the Township of Little Egg Harbor in six months' notice in writing of its intention to rescind, which notice shall be served upon the Chairman of the Township Council/Committee of the said Township.

9. All other terms and conditions of the parties' existing Contract shall remain in full force and effect except as modified herein.

This agreement shall be executed in duplicate. One copy shall be furnished to either party hereto and either copy shall be of equal import and legality.

IN WITNESS WHEREOF, the County of Ocean has caused these presents to be signed by the Director of its Board of Commissioners, attested to by the Clerk of said Board and its corporate seal affixed and the Township of Little Egg Harbor has caused these presents to be signed by its Mayor, attested to by its Clerk and its corporate seal to be affixed all the day and year first above written.

COUNTY OF OCEAN

ATTEST:

MICHELLE I. GUNTHER, CLERK
BOARD OF COMMISSIONERS

BARBARA JO CREA, DIRECTOR
BOARD OF COMMISSIONERS

TOWNSHIP OF LITTLE EGG HARBOR

ATTEST:

CLERK

MAYOR

THIS AGREEMENT made this day of day of , 2024, between the COUNTY OF OCEAN, a body politic of the State of New Jersey, having its principal office and place of business at the Ocean County Administration Building, 101 Hooper Avenue, Toms River, New Jersey 08754, hereinafter referred to as the "County" and the **Township of Little Egg Harbor**, a municipal corporation of the State of New Jersey, having its principal office and place of business at 655 Radio Road, Little Egg Harbor, New Jersey, 08087, hereinafter referred to as the "Township".

WHEREAS, the **Ocean County Board of Commissioners and Township** executed an electrical agreement for the installation of a traffic signal at the intersection of County Road #1 (Route 539 – North Green Street) and Garden State Parkway Northbound Interchange 58 in the Township of Little Egg Harbor (LEH-11) on May 4, 2011; and

WHEREAS, the agreement should be amended to provide for the modification of a battery backup system and generator bypass accommodations.

NOW, WITNESSETH, that the parties hereto, in consideration of mutual covenants and agreements contained herein, the Township and the County agree as follows:

1. The Township shall provide through the utility company for the necessary electric current.
2. The Township will pay for all electric current and battery replacement to be used in the operation of said Traffic Signal.
3. The Traffic Signal shall be maintained, modified and reconstructed by the County of Ocean or others without expense to the Township, except such expenses as are mutually agreed upon and defined in other separate Schedule 'C' agreements between the County and the Township.
4. The Township shall supply the generators and required fuel to be used to power County owned traffic signals. The Township shall refuel the generators for the duration of operation. The generators shall meet or exceed the specification provided by the County to the Township.

5. The Township shall request the County to switching the traffic signal power supply to the Township supplied generator. Prior to the usage of the Township generator, County personnel shall inspect the signal to ensure the signal is operating according to plans and timing directives. The County personnel shall connect the generator to the traffic signal and confirm the signal operation.

6. Once the power has been restored, the Township shall notify the County. County personnel shall disconnect the generator from the controller and switch the power supply and confirm the signal operation.

7. Township agrees to provide, at its own expense and upon forty-eight (48) hours notice by the County to the Township Clerk uniformed officers to direct traffic during installations, inspections or repairs related to the traffic signal system. The Township further agrees to provide, at its own expense, uniformed officers to direct traffic during emergency repairs, on telephone notice to the Township Clerk. The Township agrees to make every effort to provide uniformed officers within the required time frames and agrees to pay for such services when provided. Should the response time of the uniformed officers be delayed, the Township will immediately advise the County of such. By acceptance of this Agreement, the Township also agrees that this Agreement shall apply to all existing and future signals, operated and maintained by the County, that are within the Township.

8. The County reserves the right to rescind this agreement in giving to the Township of Little Egg Harbor in six months' notice in writing of its intention to rescind, which notice shall be served upon the Chairman of the Township Council/Committee of the said Township.

9. All other terms and conditions of the parties' existing Contract shall remain in full force and effect except as modified herein.

This agreement shall be executed in duplicate. One copy shall be furnished to either party hereto and either copy shall be of equal import and legality.

IN WITNESS WHEREOF, the County of Ocean has caused these presents to be signed by the Director of its Board of Commissioners, attested to by the Clerk of said Board and its corporate seal affixed and the Township of Little Egg Harbor has caused these presents to be signed by its Mayor, attested to by its Clerk and its corporate seal to be affixed all the day and year first above written.

COUNTY OF OCEAN

ATTEST:

MICHELLE I. GUNTHER, CLERK
BOARD OF COMMISSIONERS

BARBARA JO CREA, DIRECTOR
BOARD OF COMMISSIONERS

TOWNSHIP OF LITTLE EGG HARBOR

ATTEST:

CLERK

MAYOR