

**RESOLUTION**  
of the  
**BOROUGH OF NEW PROVIDENCE**  
Resolution No. 2017-107

Council Meeting Date: 04-03-2017

Date Adopted: 04-03-2017

TITLE: RESOLUTION AUTHORIZING TEMPORARY ACCESS EASEMENT  
AGREEMENT WITH RESPECT TO BLOCK 121, LOT 33

Councilperson Madden submitted the following resolution, which was duly seconded by Councilperson Kapner.

BE IT RESOLVED by the Mayor and Borough Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve and authorize a Temporary Access Easement Agreement with respect to Block 121, Lot 33 in the Borough of New Providence, in the forms attached hereto, and they do further authorize and direct the Mayor and Borough Clerk to execute same on behalf of the Borough of New Providence.

APPROVED, this 3rd day of April, 2017.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 3rd day of April, 2017.

Wendi B. Barry, Borough Clerk

## RIGHT OF ENTRY AGREEMENT

This Agreement ("Agreement") is entered into as of the 27<sup>th</sup> day of FEBRUARY 2017, by and between Jersey Central Power & Light Company, 76 South Main Street, Akron, Ohio 44308, (the "Owner") and the Borough of New Providence, and its agents and contractors (collectively "New Providence"),

1. Purpose. New Providence has requested access to enter onto property owned by Owner in the Borough of New Providence, Union County, State of New Jersey, adjacent to and/or part of the Ping Wang Property as shown crosshatched, in red, on **Exhibit "A"**, attached hereto and made a part hereof (the "Property"), solely for the purpose of accessing Lot 24 in Block 121.
2. Right of Entry. Owner, for good and valuable consideration, hereby grants to Borough of New Providence, or its agents, temporary access for a period of thirty (30) days, commencing as of the date of this Agreement to enter upon the Property for the sole purpose described above, and for no other purpose, subject to the terms and conditions set forth herein.
3. Conditions. New Providence agrees and understands that this Agreement is expressly conditioned upon the following:
  - a. New Providence shall give notice, in writing, one week in advance to Owner's representative, Michael Espinoza, JCP&L Real Estate, PO Box 1911, Morristown, NJ 07962 before entering the Property.
  - b. New Providence will not prohibit or limit Owner's access to the Property at any time.
  - c. New Providence may bring associated equipment onto the Property as may be required for the purpose as stated above. New Providence shall at all times, at its own expense, keep all tools and equipment placed on the Property in good order and repair and in a safe condition.
  - d. New Providence agrees to pay for all labor and materials, if any, used upon the Property and shall save Owner harmless from any lien, or claim of lien, in respect thereto.
  - e. New Providence shall at all times relevant hereto strictly comply with all applicable laws, governmental orders, permit terms and conditions, rules and regulations.
  - f. New Providence shall take all necessary steps to preserve and to avoid damage to: 1) the Property including, but not limited to, wetlands, drainage, waterways and or protected areas; and 2) Owner's electrical facilities including, but not limited to, poles, anchors, guy wires, conduit and overhead and underground conductors. New Providence shall repair any and all damages of any kind whatsoever to the Property and/or to Owner's electrical facilities which result from New Providence's use of the Property or New Providence shall pay Owner immediately for any and all damages to Owner's Property and/or to Owner's electrical facilities which result from New Providence's use of the Property.
  - g. New Providence shall employ such measures and take such action as may be necessary to prevent any member of the public from entering on or into the Property.

- h. New Providence agrees to purchase and maintain during the term of this Agreement Commercial General Liability Insurance, including contractual liability with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage. A Certificate of Insurance evidencing coverage shall be furnished to Owner and shall be mailed to Michael M. Espinoza, JCP&L Real Estate Department, PO Box 1911, Morristown, NJ 07962.
  - i. Following completion of work conducted by New Providence on the Property, New Providence shall restore the Property to its former condition and surrender the Property in as good order and condition as existed prior to the commencement of work at the discretion of Owners representative noted in section 3a above.
- 4. Release of Liability. New Providence shall enter the Property at its own risk and thereby release Owner from any and all claims for damages and liability arising out of New Providence's use of or entry onto the Property under this Agreement.
- 5. Restrictions. New Providence shall abide by the additional restrictions, not already addressed in the main body of this Agreement, as described and attached hereto as **Exhibit "B"** and made a part hereof, **FirstEnergy High-Voltage Transmission Right-of-Way Restrictions.**
- 6. Indemnity. New Providence hereby agrees to release, indemnify, hold harmless, and defend Owner, its officers, directors, successors, parent, subsidiaries, affiliates, assigns, and employees, from and against any liability, loss, costs or expenses in connection therewith or related thereto, including reasonable attorneys' fees with such attorneys acceptable to Owner arising out of or occasioned by injury or damage to any person, persons or damages to personalty or the Property caused wholly or in part by any act or omission of New Providence, its affiliates, employees, consultants, agents, or assigns arising out of or occasioned by such Studies. Such indemnification shall apply fully to protect Owner from any and all such liability, loss or damage including, without limitation, any that arises from the New Providence 's own employees, officers, directors, successors, and assigns that might otherwise be protected under the immunity provided under the New Jersey Workers' Compensation laws. New Providence hereby waives said immunity solely with respect to the protection and indemnification of Owner herein provided.
- 7. Miscellaneous. This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the state of New Jersey. This Agreement may be executed by facsimile or by e-mail scan and in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Agreement shall remain in full force and effect and shall be binding upon the heirs, successors, and assigns of the parties, and any releases and indemnities shall survive termination of this Agreement. Any modification of this Agreement shall be in writing and signed by both parties. This Agreement represents the entire agreement between the parties and no representations, warranties, or promises have been made by Grantor with respect to this Agreement to the Property or to the Trees, except as expressly stated herein.

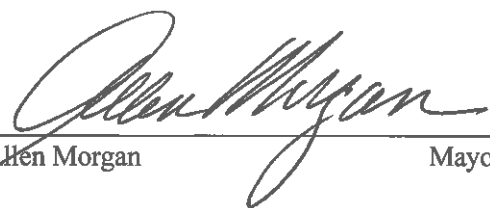
IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

WITNESSED BY:



PAUL R. RIZZO

(Printed Name)

By:   
Allen Morgan Mayor

WITNESSED BY:



KAREN KEIZER

(Printed Name)

JERSEY CENTRAL POWER & LIGHT COMPANY

By: 

Wendy Schwengel

Its: Director, Real Estate and Facilities for  
FirstEnergy Service Company on behalf of  
Jersey Central Power & Light Company

Document prepared by Jersey Central Power & Light Company

EXHIBIT A



**GENERAL NOTES:**

1. CONTRACTOR TO ACCESS PING WANG SITE (BLOCK 121, LOT 34) BY WAY OF A TEMPORARY ACCESS EASEMENT (WIDTH AS DETICED) ACROSS BLOCK 121, LOTS 33, 34 AND BLOCK 400.



**MASER CONSULTANTS**  
 1000 ROUTE 100, SUITE 200  
 BRIDGEWATER, NJ 08807  
 TEL: 908.661.1100  
 FAX: 908.661.1101  
 WWW.MASERCONSULTANTS.COM

**PROJECT INFORMATION**

PROJECT NO.	19-001
DATE	01/15/2019
CLIENT	ANDREW R. HICOLT
PROJECT NAME	THE PING WANG GREENHOUSES
PROJECT ADDRESS	43 EDISON AVENUE BOROUGH OF BIRW PROVIDENCE LINCOLN COUNTY STATE OF NEW JERSEY
PROJECT TYPE	Site Access Plan
PROJECT PHASE	Final
PROJECT STATUS	Complete

**ANDREW R. HICOLT**  
 1000 ROUTE 100, SUITE 200  
 BRIDGEWATER, NJ 08807  
 TEL: 908.661.1100  
 FAX: 908.661.1101  
 WWW.MASERCONSULTANTS.COM

**AERIAL ACCESS PLAN**  
 FOR  
**THE PING WANG GREENHOUSES**  
 BLOCK 121, LOT 34  
 43 EDISON AVENUE  
 BOROUGH OF BIRW  
 PROVIDENCE  
 LINCOLN COUNTY  
 STATE OF NEW JERSEY

**SCALE: 1" = 40'**

**AERIAL ACCESS PLAN**  
 1 of 1

## Exhibit "B"

### FirstEnergy High Voltage Transmission Rights-of-Way Restrictions

**Warning:** Failure to comply with the following may cause property damage, serious bodily injury and/or death

**Working Safety Restrictions** - Compliance is required for all Occupational Safety Health Administration (OSHA) **safe-working clearances** between persons, conductive objects and energized conductor/wire. **NOTICE:** The conductor/wire position changes continuously depending on load, ambient temperature, wind speed, etc. FirstEnergy is not responsible for providing conductor/wire position to determine OSHA safe-working clearance.

Parking or operating a vehicle or equipment within or adjacent to a FirstEnergy transmission right-of-way may induce an electrical charge. Induced electric charges may also be transmitted to objects such as fences, signs, or any other conductive object. The use of a proper grounding system designed by a licensed engineer is required. Construction vehicles, vehicles with booms and equipment operating within or adjacent to a FirstEnergy transmission right-of-way must be properly grounded.

**Right-of-Way Access** - FirstEnergy authorized personnel, vehicles and equipment must have continuous access to the right-of-way and all FirstEnergy structures.

#### Right-of-Way Restrictions

- Changes to grade elevations within the FirstEnergy transmission right-of-way are NOT permitted. Ground disturbance or excavations are NOT permitted within 25' of any FirstEnergy structures (poles, towers, guys, etc.).
- Buildings, solar panels, lighting fixtures, signs, billboards, swimming pools, decks, flag posts, sheds, barns, garages, playgrounds, fences, equipment, trailers, materials or any other permanent or temporary objects are NOT permitted within the FirstEnergy transmission right-of-way. Other restrictions may apply under specific situations as defined by FirstEnergy.
- Protective barriers must be used for any driveway or parking area within 15 feet of any FirstEnergy structure (poles, towers, guys, etc).
- All vegetation on or adjacent to the FirstEnergy transmission right-of-way shall be low growing within the wire zone. The wire zone is defined as the area directly under the conductors which extends approximately 15 feet on each side. Vegetation that is 10-foot maximum mature height, 3-foot in NJ is under certain circumstances permissible on FirstEnergy transmission right of ways. It is preferred that the planting of any woody vegetation be done outside of the wire zone of FirstEnergy transmission facilities and are not permitted to be closer than 10 feet in any direction from the FirstEnergy structure (poles, towers, guys, etc.). All approved shrubbery planted near FirstEnergy structures shall allow for working area and accessibility at ground level.
- Explosives or combustible liquids, substances, or materials are not permitted within the right-of-way. Prohibited materials included but are not limited to fuel, wood chips, mulch, brush, and tires.
- Septic systems leach beds and/ or wells are not permitted within a FirstEnergy transmission right-of-way.
- Kite flying, model airplane flying, or similar activities is strictly prohibited on or near a FirstEnergy transmission right-of-way.