RESOLUTION 2026-303

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 INSTALLATION OF A TRAFFIC SIGNAL AT ROUTE 539 AND 9TH AVENUE

WHEREAS, the Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*, authorizes the Township of Little Egg Harbor to enter into joint agreements for the provision of certain governmental services with the County of Ocean; and

WHEREAS, N.J.S.A. 40A:65-5 requires such a contract to be authorized by resolution; and

WHEREAS, it is the desire of the governing body to authorize the execution of a Shared Services Agreement with the County of Ocean for the installation of a traffic signal at the intersection of County Route #1 (Route 539/North Green Street) and 9th Avenue, in order to improve safety and to expedite the safe movement of traffic; and

WHEREAS, the Township has determined that it is necessary and appropriate to enter into this Shared Services Agreement with County of Ocean for the installation of a traffic signal at the intersection of County Route #1 (Route 539/North Green Street) and 9th Avenue, in order to improve safety and to expedite the safe movement of traffic.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee 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 Little Egg Harbor Township Attorney, for the installation of a traffic signal at the intersection of County Route #1 (Route 539/North Green Street) and 9th Avenue, in order to improve safety and to expedite the safe movement of traffic.

2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the Shared Services Agreement with the County of Ocean for the installation of a traffic signal at the intersection of County Route #1 (Route 539/North Green Street) and 9th Avenue, in order to improve safety and to expedite the safe movement of traffic. The Mayor and Township Clerk are

also authorized to execute and attest to any other documents necessary to effectuate the terms of this resolution.

3. That the term of the agreement shall be for a term in accordance with N.J.S.A. 40:8A-7.

4. That the Shared Services Agreement shall become effective upon the passage of Resolutions by both the County of Ocean and Little Egg Harbor Township and the full execution by both parties.

5. 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.

6. That a certified copy of this resolution be forwarded to the Ocean County Administrator, Little Egg Harbor Township Interim Township Administrator, Township Engineer, and the Chief Financial Officer.

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 **November, 2026.**

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

THIS AGREEMENT made this day of , 2026, 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 665 Radio Road, Little Egg Harbor Township, NJ 08087, hereinafter referred to as the "Township".

WHEREAS, the conditions at the intersection of County Road #1 (Route 539/North Green Street) and 9th Avenue in the Township of Little Egg Harbor (LEH-13) in the County of Ocean, necessitate the installation of a Traffic Signal in order to improve safety and to expedite the safe movement of traffic; and

WHEREAS, the County has to construct and maintain said Traffic Signal at the aforesaid intersection; and

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/Borough 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.

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

_____
FRANK SADEGHI, DIRECTOR
BOARD OF COMMISSIONERS

TOWNSHIP OF LITTLE EGG HARBOR

ATTEST:

_____
CLERK

_____
MAYOR