

RESOLUTION AUTHORIZING EXECUTION OF INTERIM ACCESS AGREEMENT WITH C&M METALS RECYCLING, LLC

WHEREAS, the Rockaway Valley Regional Sewerage Authority (hereinafter "the Authority") owns and operates a sewer interceptor line ("Interceptor") located in part within the Town of Dover, and in particular is located on or adjacent to real property known as 160 Richards Avenue, Dover, New Jersey, also known as Block 1905, Lot 46, ("Owned Property") on which a scrap metal recycling business is undertaken by C&M Metals Recycling, LLC, d/b/a DonJon Recycling ("C&M"), the owner of the Owned Property; and

WHEREAS, C&M also operates its scrap metal business on property adjacent to the Owned Property which is leased from the County of Morris ("Leased Property") and on which there are two manholes connected to the Authority's Interceptor'; and

WHEREAS, the Authority was made aware that a blockage of the Authority's Interceptor had occurred in the vicinity of the Owned Property and Leased Property ; and

WHEREAS, further investigation into the blockage revealed the presence of a large amount of scrap metal located in the Interceptor located underneath the Leased Property and that manhole covers were not present on the Leased Property; and

WHEREAS, in order to properly inspect, repair and maintain the portion of its Interceptor located underneath the Leased Property, the RVRSA requires access to the manholes located on the Leased Property, which access is through and over the Owned Property; and

WHEREAS, the Authority has met with and negotiated the terms of an Interim Access Agreement which will provide the Authority with the access to the Leased Property and the Authority's manholes in order to properly inspect, repair and maintain the Interceptor underneath the Leased Property; and

WHEREAS, a copy of the proposed Interim Access Agreement between the Authority and C&M is attached hereto; and

WHEREAS, the terms of the proposed Interim Access Agreement will provide the Authority with access to the Leased Property and the Authority's manholes in order to properly inspect, repair and maintain the Interceptor underneath the Leased Property

NOW, THEREFORE, BE IT RESOLVED by the Rockaway Valley Regional Sewerage Authority, on this 12th day of April, 2018, as follows:

1. The Executive Director is authorized and directed to execute an Interim Access Agreement in substantially the form attached hereto and made a part hereof.
2. This Resolution shall take effect as provided by law.

CERTIFICATION

I hereby certify that the foregoing Resolution was adopted at a Regular Meeting of the RVRSA held on April 12, 2018 on motion of Glenn Corbett and second by Joseph Lowell

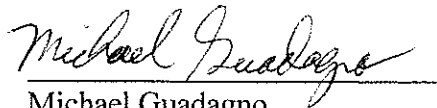
ROLL CALL VOTE:

YEAS: (8) Andes, Corbett, Guadagno, Isselin, Lowell, Recchia, Rossi, Vincitore

NAYS: (0) None

ABSTAINED: (0) None

ABSENT: (2) Cegelka and Schorno



Michael Guadagno
Board Secretary

INTERIM ACCESS AGREEMENT

This **INTERIM ACCESS AGREEMENT**, entered into as of the 1st day of April, 2018, by and between the Rockaway Valley Regional Sewerage Authority ("RVRSA"), having its principal place of business at 99 Greenbank Road, Township of Parsippany Troy Hills, New Jersey, and C&M Metals Recycling, LLC, ("C&M") having its principal place of business at 160 Richards Avenue, Dover, New Jersey.

WHEREAS, C&M is the owner of a parcel of real property known as 160 Richards Avenue, Dover, New Jersey, also known as Block 1905, Lot 46 shown on the tax map of the Town of Dover, County of Morris, State of New Jersey (the "Owned Property"); and

WHEREAS, C&M is the lessee of a parcel of real property adjacent to the Owned Property, as more particularly designated on Exhibit "A" attached hereto and incorporated herein by reference (the "Leased Property"); and

WHEREAS, the Owned Property and Leased Property shall be collectively referred to as the "C&M Property"; and

WHEREAS, C&M utilizes the C&M Property for its scrap metal business; and

WHEREAS, the RVRSA owns and operates a sewer interceptor line located underneath the Leased Property, which line has two manholes on the surface of the Leased Property; and

WHEREAS, in order to properly inspect, repair and maintain the portion of its sewer interceptor line located underneath the Leased Property, the RVRSA requires access to the manholes located on the Leased Property; and

WHEREAS, C&M desires to provide the RVRSA access to the manholes on the Leased Property in the time and manner as set forth herein;

NOW THEREFORE, the parties hereto agree as follows:

1. **Access.** C&M hereby grants access to the RVRSA and its agents and employees to the Leased Property on the terms and conditions set forth herein.

A. **Regular Business Hours.** During the times of Monday to Friday, 7:30 a.m. to 5:00 p.m., and on Saturdays 7:30 a.m. to 1:00 p.m., the RVRSA agents and employees shall proceed to the front gate of the C&M operations located at 160 Richards Avenue and present identification demonstrating such individuals are the agents and/or employees of the RVRSA. Upon presentation of such identification, the RVRSA agents/employees will

be permitted to traverse across the Owned Property to access the manholes on the Leased Property and undertake any necessary inspection, repairs, maintenance or other related work. At the discretion of C&M, the RVRSA agents/employees may be escorted by C&M agents/employees.

B. Emergencies not during Regular Business Hours. The RVRSA shall obtain a "Knox Box" (one half of the cost of which is to be reimbursed by C&M) which will be located in an accessible location in the vicinity of the Main Gate located at 160 Richards Avenue. C&M shall provide a key to the lock(s) on the Main Gate which key(s) shall be kept within the Knox Box. In the event that RVRSA needs access to the Leased Property during an emergency not during Regular Business Hours, RVRSA shall notify both C&M and the Town of Dover Police Department of the need for such access. C&M and the RVRSA will execute whatever documents are reasonably required by the Town of Dover Police Department such that the Town of Dover Police Department will accompany the RVRSA during any such emergency access and assist in retrieving the key(s) from the Knox Box.

C. C&M shall not maintain any scrap metal or other inventory over the manholes located on the Leased Property. C&M shall not park any vehicles and shall not store, park or locate any equipment over the manholes located on the Leased Property.

D. C&M and RVRSA agree that a minimum of 16 square feet around the center of the manholes (the "Access Area") is necessary for the access required by the RVRSA. The 16 square feet shall be located in a square with the center being the center of each manhole, and the access space extending outward a minimum of 2 feet from the center, to form a square with minimum dimensions of 4 feet by 4 feet.

In order to provide for access to the Access Area, C & M and RVRSA further agree as follows:

(i) As to the manhole cover designated as D-10, C & M shall not place any inventory within the Access Area and shall not permit any vehicles or equipment to traverse the Access Area;

(ii) As to the manhole cover designated as D-10, to the extent permitted by the Town of Dover, C & M shall place concrete blocks around three sides of the Access Area, with the two opposite sides flared away from each other approximating the shape of a "V" with a flattened bottom four feet across. RVRSA agrees that the placement of the blocks as set forth herein will not impede the access it needs to the manholes.

In the event the Town of Dover objects to the placement of such concrete blocks, the balance of this Agreement shall nonetheless remain in full force and effect, subject to the terms hereof.

(iii) As to the manhole cover designated as D-11, C & M shall not place any inventory within the Access Area, but may permit vehicles and equipment to traverse the

Access Area. However, such vehicles and equipment shall not be parked with the Access Area. C&M shall place and maintain a standard road plate over manhole D-11, which plate C&M shall lift and remove each Wednesday between 1:00 pm and 1:30 pm to allow for access and inspection by RVRSA.

(iv) As to the manhole cover designated as D-11, C & M shall have no obligation to install concrete blocks around the Access Area. C&M agrees that it shall reimburse RVRSA for the cost to repair any damage to the rim assembly and cone of manhole D-11.

2. **Duration of the Agreement.** This Interim Access Agreement shall be effective from the date of full execution and shall last until the earlier of the following:

(i) execution of a new Access Agreement; or

(ii) the adoption of a Resolution of Site Plan Approval from the Planning Board or Zoning Board of Adjustment of the Town of Dover which Resolution contains as a condition of Approval, the provision of access to the interceptor and manholes for the RVRSA satisfactory to the RVRSA; or

(iii) Ninety (90) days from the date of execution of this Agreement, subject to written extension executed by both C & M and RVRSA; or


(iv) Upon termination of the Lease for the Leased Property.

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

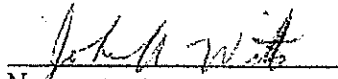
IN WITNESS of the foregoing provisions, the parties have executed and delivered this Agreement as of the date first set forth above:

Witnessed:

C&M Metals Recycling, LLC,



Paul A. White, Esq.



Name: JOHN B. WHITE
Title: OWNER

Witnessed:

ROCKAWAY VALLEY REGIONAL
SEWERAGE AUTHORITY

Name:

Title:

EXHIBIT "A"

DOVER & ROCKAWAY RIVER RAILROAD

POST OFFICE BOX 22
RINGOES, NJ 08551

EXHIBIT A
Lease DRRV 27-62
C&M Metals

The lease area shall be defined by all that property described herein:

Parcel 1: All that property within the railroad right-of-way on the north side of the track, being 15' distant from the centerline of the track, with a westerly boundary at a line perpendicular to the tracks at Railroad benchmark 118+62, and an easterly boundary at a line perpendicular to the tracks at Railroad benchmark 119+07, being approximately 45 feet long, 25 feet wide, and totaling approximately 1,125 square feet.

Parcel 2: All that property within the railroad right-of-way on the north side of the track, being 10' distant from the centerline of the track, with a westerly boundary at a line perpendicular to the tracks at Railroad benchmark 119+07, and an easterly boundary at a line perpendicular to the tracks at Railroad benchmark 123+95, being approximately 488 feet long, 30 feet wide, and totaling approximately 14,640 square feet.

Parcel 3: All that property within the railroad right-of-way on the north side of the track, being 15' distant from the centerline of the track, with a westerly boundary at a line perpendicular to the tracks at Railroad benchmark 123+95, and an easterly boundary at a line perpendicular to the tracks at Railroad benchmark 127+80, also being the westerly edge of North Salem Avenue, being approximately 385 feet long, 25 feet wide, and totaling approximately 9,625 square feet.

Totaling approximately 25,390 square feet.

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