

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

ORDINANCE #2026-09

Title: **AN ORDINANCE AUTHORIZING THE EXECUTION OF A UTILITY EASEMENT AGREEMENT WITH ATLANTIC CITY ELECTRIC FOR REAL PROPERTY IDENTIFIED AS BLOCK 409, LOT 24.02 TO PROVIDE ELECTRIC SERVICE TO THE CLEM MULLIGAN SPORTS COMPLEX STORM SEWER PUMP STATION**

WHEREAS, the Township of Lower is the owner of certain real property identified as Block 409, Lot 24.02, commonly known as the Clem Mulligan Sports Complex; and

WHEREAS, the Township of Lower is in the process of completing infrastructure upgrades at the Clem Mulligan Sports Complex, specifically the installation of a Storm Sewer Pump Station which requires electric service; and

WHEREAS, Atlantic City Electric has agreed to install a new utility pole at the sports complex property to provide electric service to the new Storm Sewer Pump Station; and

WHEREAS, in order to install, operate, maintain, repair, and replace the electric facilities necessary to extend electric service to the Storm Sewer Pump Station, Atlantic City Electric requires a utility easement over a portion of the property for the location of a new utility pole and related facilities, together with reasonable rights of access thereto; and

WHEREAS, the Township of Lower and Atlantic City Electric have negotiated a Utility Easement Agreement, a copy of which is attached to this Ordinance, setting forth the terms, conditions, and location of the easement area to facilitate the extension of electric service to the Storm Sewer Pump Station; and

WHEREAS, pursuant to N.J.S.A. 40A:12-13, the conveyance or granting of an easement or other interest in municipal real property must be authorized by ordinance; and

WHEREAS, the Township Council of the Township of Lower has determined that authorizing the execution and recording of the Utility Easement Agreement for the purpose of extending electric service to the Storm Sewer Pump Station is in the best interests of the Township and promotes the health, safety, and general welfare of the public;

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey as follows:

Section 1. The recitals set forth above are incorporated herein as if set forth at length:

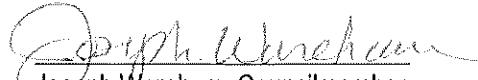
Section 2. The Mayor, and/or his designee, is hereby authorized to execute and record the attached utility easement agreement and associated documents as may be necessary to provide the easement described above.

Section 3. All other ordinances in conflict or inconsistent with this Ordinance are hereby repealed to the extent of such conflict or inconsistency.

Section 4. Should any section, paragraph, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect, and to this end the provision of this Ordinance are hereby declared to be severable.

Section 5. This Ordinance shall become effective 20 days after final passage and publication according to law.

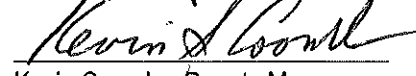
Thomas Conrad, Councilmember



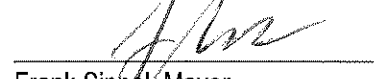
Joseph Wareham, Councilmember



Roland Roy, Jr., Councilmember




Kevin Coombs, Deputy Mayor



Frank Sippel, Mayor

First Reading: May 4, 2026

Adopted: May 18, 2026

Attest: 

Karen S. Fournier, Township Clerk

Block: 409 Lot: 24.02
Township of: Lower Township

Prepared By Tom Santacroce
On behalf of Atlantic City Electric Company
& Return to: Right of Way Department
5100 Harding Highway
Mays Landing, NJ 08330

UTILITY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 18 day of May, 2026,
between Township Of Lower, 2600 Bayshore Road, Villas, NJ, "Grantor" and ATLANTIC CITY ELECTRIC
COMPANY, a New Jersey Corporation, with an office located at 5100 Harding Highway, Mays Landing, New
Jersey 08330, hereinafter referred to as "Grantee,"

WITNESSETH:

WHEREAS, Grantor is the owner of land known as Block 409 Lot 24.02, located in Township of Lower,
County of Cape May, State of New Jersey, which land abuts, Caroline Avenue.

For and in consideration of the payment by Grantee of the sum of one dollar (\$1.00) and other valuable
consideration, the receipt of which is hereby acknowledged, Grantor grants to Grantee a perpetual easement and
right of way and agrees as follows:

1. Grantee shall have the right to install, operate, maintain, add to, extend, relocate and remove its
ELECTRIC and COMMUNICATIONS, and other appropriate facilities, and accessories and
appurtenances thereto to extend Grantee's systems and to provide services to Grantee's service areas;
including any other poles, down guys, anchors, cables, conduits, fiber optic cables and wires on, over,
under and across Grantor's land which may become necessary to provide such services as shown on
EXHIBIT A which is attached hereto.
2. The facilities installed pursuant to this agreement shall remain the property of Grantee and all
maintenance, repairs and removals of said facilities shall be the responsibility of Grantee.
3. Grantee shall have the right to trim, remove, and/or otherwise maintain all trees and underbrush located
15 feet on each side of the centerline of Grantee' facilities.
4. Grantee shall have the rights of ingress, egress and regress to and over Grantor's land solely as
reasonably necessary to access the Easement Area & Facilities for the enjoyment of the rights granted
herein. To the extent practicable, Grantee shall use existing drives/paths and shall minimize interference
with Grantor's operations and public use of the Property."
5. Grantor agrees not to place any improvements, including trees or other foliage, within 10 feet of the
opening side of any enclosed equipment installed under the terms of this Agreement and shall not
construct any structures or improvements over or under the utility facilities permitted by this
Agreement.
6. Grantor shall have the right to use the land covered by this Agreement for any lawful purpose not
inconsistent with or in contravention of the rights of Grantee.

Please complete in black ink.

7. Grantor covenants that it is seized of and has the right to convey the foregoing easement, rights and privileges; agrees that Grantee shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.
8. Grantor agrees that this Utility Easement Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, personal representatives, administrators, successors and assigns.
9. Grantor hereby certifies that the actual monetary consideration paid for this Agreement is \$1.00.
10. Grantee's utility facilities installed hereunder may, subject to prior written consent from the Township, be relocated to conform to new or reestablished highway limits.

As agent on behalf of Grantee, I certify that this document was prepared by Grantee.

Name: Tom Santacroce

Title: Sr. Real Estate Representative

FOR ACE USE ONLY

Secured by: T Santacroce	Grantor: Township Of Lower
Address: Caroline Avenue	Job Order Number: 20406847
County State: Cape May County, NJ	Pole Number: 66114/17095
Date of Easement: "[type Document Date]"	City / Township: Lower Township
Development: Clem Mulligan Sports Complex	
Tax Parcels: Block 409 Lot 24.02	

Please complete in black ink.