SUMMARY STATEMENT

ITEM NO.: PATCO-15-020

SUBJECT: Extension of Agreement to Access PATCO Westmont Station Parking Lot between PATCO and Santa Fe Bar & Grill, LLC t/a The Irish Mile

COMMITTEE: Operations and Maintenance

COMMITTEE MEETING DATE: July 1, 2015

BOARD ACTION DATE: July 15, 2015

PROPOSAL: That the Board authorizes staff to extend the current Access Agreement with Santa Fe Bar & Grill, LLC, who owns and operates a commercial building known as “The Irish Mile” in order to allow “The Irish Mile” entry on the PATCO Westmont parking lot in Haddon Township, New Jersey for up to two additional years on a month-to-month basis to utilize the service entrance owned by The Irish Mile for the limited purpose of providing vendors, delivery personnel, and trash removal personnel with access to its side service entrance.

PURPOSE: To adopt a resolution authorizing PATCO to extend the current Access Agreement with Santa Fe Bar & Grill, LLC, who owns and operates a commercial building known as “The Irish Mile” in order to allow “The Irish Mile” entry on the PATCO Westmont parking lot in Haddon Township, New Jersey for up to two years on a month-to-month basis to utilize the service entrance owned by “The Irish Mile” for the limited purpose of providing vendors, delivery personnel, and trash removal personnel with access to the service entrance. The Agreement would include the necessary Certificates of Insurance and will adhere to PATCO’s Indemnification and liability requirements.

BACKGROUND: “The Irish Mile” is a commercial establishment which sits adjacent to a PATCO parking lot at the Westmont Station. The only access to the service entrance of the building is by way of access through PATCO’s parking lot. In order to reduce inconvenience to PATCO customers, PATCO is requiring that any necessary use of its neighbor’s property be limited to certain areas and times.

In June, 2014, the Board approved negotiating and entering into an Access Agreement for up to one year on a month-to-month basis. Through this agreement “The Irish Mile” has been permitted deliveries and pick-ups for vendors only on Fridays from 9:30 a.m. to 5:00 p.m. Trash removal has been allowed daily prior to 7:00 a.m. This time is the least disruptive for PATCO’s customers utilizing the
parking lot. The bar is subject to Right of Entry/Use agreements and insurance requirements, along with owner’s indemnification of all affected vendors. The vendors have been limited to a confined area and the trash hauler has had access to the dumpster locations located on the bar’s property for removal of waste.

The proposed access provisions have been reviewed by Public Safety, Risk Management and PATCO staff. There would be no cost to PATCO.

This arrangement has been working for the first 11 months of the Agreement authorized by the Board in 2014. Staff requests authorization to negotiate an extension of the Access Agreement for an additional two years on a month-to-month basis.

SUMMARY:

Amount: $0
Source of Funds: N/A
Capital Project #: N/A
Operating Budget: N/A
Master Plan Status: N/A
Other Fund Sources: N/A
Duration of Contract: Up to two years on a month-to-month basis
Other Parties Involved: N/A
RESOLUTION

RESOLVED: That the Board authorizes staff to extend its Access Agreement with Santa Fe Bar & Grill, LLC for up to two years on a month-to-month basis to allow Santa Fe Bar & Grill, LLC t/a The Irish Mile entry onto the premises at the PATCO Westmont Station parking lot in Haddon Township, New Jersey for use of the service entrance owned by Santa Fe Bar & Grill, LLC, for the sole purpose of providing vendors, delivery personnel, and trash removal personnel with access to the service entrance at limited areas and times as outlined in the Summary Statement; and be it further

RESOLVED: That the Chairman, Vice Chairman and the President must approve and are hereby authorized to approve and execute all necessary agreements, contracts or other documents on behalf of PATCO. If such agreements, contracts, or other documents have been approved by the Chairman, Vice Chairman and President and if thereafter either the Chairman or Vice Chairman is absent or unavailable, the remaining Officer may execute the said document(s) on half of PATCO along with the President. If both the Chairman and Vice Chairman are absent or unavailable, and if it is necessary to execute the said document(s) while they are absent or unavailable, then the President shall execute such documents on half of PATCO.

SUMMARY:

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| Capital Project #: | N/A |
| Operating Budget: | N/A |
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| Other Parties Involved: | N/A |