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ICE ARENA LICENSE AGREEMENT

This Ice Arena License Agreement ("Agreement") is entered into between City of Atlantic City, its agents, servants, employees and members ("Licensor") and Stockton University, its agents, servant, employees and members ("Licensee"), collectively referred to as the "Parties".

WHEREAS, Licensor owns, controls, and/or operates certain athletic facilities on City property, which from time to time are available for use, and provides services in connection with such use; and

WHEREAS, this Agreement is intended to control the rights and responsibilities of the Parties regarding Licensee's use of Licensor's facility called the Atlantic City Skate Zone located at 501 Albany Avenue, Atlantic City NJ 08401, including, the property upon which it is situated (the "Arena") for its activities which include ice-skating, ice hockey games and practices; and

WHEREAS, Licensee desires to use certain Licensor facilities and utilize certain services offered by Licensor for the purposes set forth in this Agreement, and Licensor is willing to extend to Licensee the use of those facilities and services under the terms and conditions set forth in this Agreement; and

WHEREAS, by Resolution No. 643 of 2025 adopted on September 17, 2025, the City Council authorized Licensor to enter into an Agreement with Licensee, attached hereto as Exhibit "A" and made part hereof as if fully set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Licensee and the Licensor do hereby consent, covenant, and agree as follows in connection herewith:

1. **LICENSE.** This Agreement authorizes Licensee to have the exclusive use of the ice surface, nets, boards, benches, penalty box areas and locker rooms and any other areas over which the Licensee may have exclusive control within or upon the Arena ("Licensed Areas"). Licensee shall also have non-exclusive use of the spectator bleachers, parking lots, walkways and other public areas of the Arena, and areas of ingress and egress to such areas.
2. **TERM.** This license shall be for a term of one (1) year and shall commence on September 1, 2025, and end on August 31, 2026 and shall cover the schedule and payment amounts outlined in Exhibit "B", attached hereto and incorporated herein by reference.
3. **PERSONS COVERED.** Only Licensee, its members, prospective members, players and coaches are licensed by this Agreement. In addition, certain other players, coaches, officials and volunteers of USA Hockey who are invited by Licensee to use the Arena (collectively "Invitees") are covered by certain provisions of the Agreement. Persons other than Licensee and Licensee's Invitees who may from time to time enter the Arena for the purpose of viewing Licensee's games, practices and events including, members of the general public, parents and

guests of the participants (collectively "Spectators") may be permitted access to the Arena at the discretion of the Licensor, subject to the provisions of the Agreement.

4. **FEES.** Licensee shall pay all fees to Licensor as set forth in Exhibit "B". Fees shall be paid in full prior to use of the Arena and Licensed Areas.

5. **LICENSOR'S DUTIES.** Licensor shall be responsible for:

- a. Making the Arena available at the times specified on Exhibit "B";
- b. Advance preparation of the ice surface, placement of nets and boards;
- c. Providing a facility that is free from open and obvious physical defects in, of, or upon the Licensed Areas and an Arena that is reasonably fit for its intended use and purpose;
- d. Making reasonable efforts to resolve all concerns, including, but not limited to, correcting all defects that Licensee brings to Licensor's attention; should Licensee lose any ice time due to such defects or concerns, Licensor shall not be considered in breach of this Agreement.

6. **LICENSEE'S DUTIES.** Licensee shall be responsible for:

- a. Providing reasonable notice to the Licensor of any open and obvious defects existing in, of, or upon the Licensed Areas that Licensee becomes aware of prior to and while using the Licensed Areas;
- b. Stopping all games and/or practices should Licensee become aware of any open and obvious physical defect existing in, of or upon the Licensed Areas that creates a dangerous condition and immediately brings such concern to the Licensor's attention;
- c. Controlling the behavior of its members, prospective members, players, coaches and Invitees;
- d. Supervising all on-ice activities;
- e. Maintaining order and controlling unruly behavior among Spectators during all USA Hockey-sanctioned events at which a gate fee is charged for the admission of the Spectators. If during a game or event at which a gate fee is charged, Spectators display inappropriate or disruptive behavior that interferes with other spectators or the game or event, Licensee shall stop the game or event and identify the violators for the purpose of removing them from the Arena at which point the game or event shall resume. During all events at which no gate fee is charged, Licensee shall be responsible to maintain order and control unruly behavior among Spectators;
- f. Obtaining signed release agreements from all participants in a form acceptable to Licensor;
- g. Naming Licensor as an additional insured under its general liability insurance policy for those times that Licensee is using the Arena according to the thresholds outlined herein; and
- h. Any and all injuries arising from the activities conducted by Licensee at the Arena that are caused by the negligent or intentional conduct of any of its members, prospective members, players, coaches and Invitees;

7. **RECIPROCAL HOLD HARMLESS.** To the extent permitted by law, Licensee agrees to indemnify, defend and hold harmless Licensor, its officers, agents, shareholder and employees from any claim for bodily injury or property damage arising from Licensee's use of the Arena pursuant to this Agreement provided that such claim is proximately caused by: (1) the negligent or intentional act of Licensee or any its members, prospective members, players, coaches or its invitees while using the Arena; or (2) a failure of Licensee to perform any of its obligations set forth in paragraph (a)-(h) above.

To the extent permitted by law, Licensor agrees to indemnify, defend and hold harmless Licensee, its officers, agents, shareholder and employees from any claim for bodily injury or property damage arising from Licensee's use of the Arena pursuant to the Agreement provided that such claim is proximately caused by: (1) any structural or physical defect existing in, of, or upon the Arena unless Licensor can demonstrate that Licensee was aware of, or should have been aware of, the open and obvious defect prior to the occurrence of the injury, but failed to notify Licensor, of its existence despite sufficient time to do so; or (2) a failure of Licensor to perform any of its obligations set forth in paragraph (a)-(d) above. Licensor shall not be required to indemnify, defend or hold harmless Licensee, its officers, agents, shareholder or employees, from any claim caused by any negligent or intentional conduct of Licensee, its members, prospective members, players, coaches or Invitees.

8. **EXCUSE OF PERFORMANCE:** Licensor shall be excused from the performance of the terms and conditions of this Agreement when such failure is attributable to and caused by an Act of God, casualty, by governmental rules, regulations or actions, or by other circumstance beyond the control of Licensor. Licensee acknowledges that inclement weather will not excuse performance hereunder or result in canceling, rescheduling, refunding or crediting of any type. Licensor shall have the right upon reasonable written notice to Licensee to preempt use of the Arena for hockey tournaments, ice shows, or other similar special events on the condition that Licensor reschedule the ice time so cancelled, at a time and date mutually agreed to by the Parties; provided that Licensee's ice time for league game, once scheduled, cannot be adjusted as Licensee may be subject to league fines for any alterations to a published game schedule.

In the event the Licensee is prevented by circumstances outside of its control from using the ice slots set forth on Exhibit "B" due to an act of God, war, terrorism or restriction on sports imposed by emergency governmental order that causes the Arena to close ("Closure Order"), Licensee shall be excused from future rental charges for any ice slot for which it is unable to use. For the purposes of Section 7 above, Licensee would be considered to be "unable to use" an ice slot in the event that it was unable, due to any of the circumstances identified in the preceding sentence, to use the given ice slots for team hockey activities as described herein because the Arena was closed. Licensee further acknowledges that this provision shall not release it from liability under this Agreement for ice that was used prior to the Closure Order, and further acknowledges that payments made under the Agreement prior to the Closure Order shall not be refundable under any circumstances. Notwithstanding anything else herein, Licensee shall not be excused for any governmental orders limiting capacity, or any other negative affect due to a national pandemic, and Licensee shall be responsible to use all ice that they have to committed to use regardless of whether or not they use the ice in the manner they intended or they use it at all.

9. **GREEN ACRES:** Notwithstanding anything to the contrary contained herein, Licensee's rights under this Agreement may be subject to, limited by and exercised in accordance with the Green Acres Rules at N.J.S.A. 13:8C-1, et seq. and N.J.A.C. 7:36, et seq., as may be amended and supplemented, including the LWCF implementing guidelines at 36 C.F.R. 59. Furthermore, the Licensor shall exercise its rights under the Agreement to ensure that the premises continues to be operated for conservation and recreation purposes in accordance with the Green Acres Rules.

10. **MISCELLANEOUS:**

10.1 This Agreement constitutes the entire Agreement of the Parties and supersedes all previous communications, representations, understandings and agreements whether oral or written, between Parties. This Agreement may be modified or altered only by mutual agreement by the Parties in writing; provided, that any alterations, amendments, modifications, waiver or cancellation shall only be valid and binding against the Licensor if signed in writing by an authorized officer of the Licensor.

10.2 If any provision of the Agreement is determined to be unenforceable or invalid, the remaining provisions shall not be affected thereby and shall remain in full force and effect. The headings and recitals contained in the Agreement have been inserted only as a matter of convenience and/or for reference, and in no way shall be construed to define, limit or describe the scope or intent of any provision of the Agreement. The captions of paragraphs and subparagraphs herein are for convenience only and shall not be deemed to limit, construe, alter or alter the meaning of, such paragraphs or subparagraphs.

10.3 **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and shall be construed in accordance with the laws of the State of New Jersey, without regard to its choice of law principles. The Parties' consent to the exclusive jurisdiction and venue of any court of competent jurisdiction in Atlantic County, New Jersey.

10.4 Time is of the essence as to all obligations under this Agreement.

10.5 Licensee represents and warrant that: (a) Licensee has full power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby, (b) the execution and delivery by Licensee of the Agreement and the performance by Licensee of its obligations hereunder have been duly authorized by all action on the part of Licensee and the person executing this Agreement on behalf of Licensee has all authority necessary to do so, and (c) this Agreement has been duly executed and delivered by Licensee, and constitutes a legal, valid and binding obligation of Licensee, enforceable against Licensee in accordance with its terms. To the extent Licensee is a legal entity, Licensee represents and warrants that Licensee is duly organized, validly existing and in good standing under the laws of its state of organization. This Agreement shall be binding upon, and inure to the benefit of the successors and assigns of the Agreement.

10.6 This Agreement may be executed in any number of counterparts, including fax or facsimile transmission, and each such counterpart shall be deemed to be an original instrument, all such counterparts together shall constitute one (1) instrument.

~~9.7 INSURANCE.~~ Before commencing the first Event, Licensee shall purchase and maintain insurance, in conformance with the provisions contained in this Agreement. This insurance will provide a defense and indemnify Licensor against any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use, which arises out of Licensee's operations under this Agreement. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act from which the claim arises, are attributable to Licensee, any of Licensee's, officers, agents, subcontractors, employees, anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, or applicable case law and the Licensor, unless caused by the sole negligence of the Licensor.

Proof of this insurance shall be provided to the Licensor no less than thirty (30) days prior to the first Event, as set forth in Exhibit "B". In no event shall the failure to provide this proof, prior to the commencement said Event, be deemed a waiver by the Licensor of Licensee's insurance obligations set forth herein.

In the event that the insurance company (ies) issuing the policy (ies) required by this section deny coverage to the Licensor, Licensee will defend and indemnify Licensor at Licensee's expense.

All insurance requirements set forth below extend to all subcontractors of Licensee.

~~a. Minimum of Liability.~~ Licensee must obtain the required insurance with the carrier rated A- VII or better by A.M. Best.

Licensee shall maintain at least the limits of liability as set forth below:

~~b. Commercial General Liability Insurance~~

- ~~1. \$ 1,000,000 Each Occurrence (Bodily Injury and Property Damage)~~
- ~~2. \$ 2,000,000 General Aggregate~~
- ~~3. \$ 2,000,000 Product/Completed Operations Aggregate~~
- ~~4. \$ 1,000,000 Personal and Advertising Injury.~~

Contractual Liability that will respond to the Indemnification clause, shall be included in the primary policy and follow through to the excess policy. The General Aggregate Limit shall apply separately to the event dates as defined in this Agreement. As an alternative, Licensee may provide Commercial General Liability Insurance with no General Aggregate. Liability coverage will specifically include coverage for participants.

~~c. Workers' Compensation and Employers' Liability Insurance~~

- ~~1. \$ 500,000 Each Accident~~
- ~~2. \$ 500,000 Each Employee for Injury by Disease~~
- ~~3. \$ 500,000 Aggregate for Injury by Disease.~~

If Licensee is a Sole Proprietor, Partnership or LLC, Insurance Policy and Certificate must indicate that the proprietor/partners/members are "included." This requirement does not apply if inclusion is not allowed by state law.

d. ~~Umbrella~~

1. ~~\$2,000,000 per Occurrence~~
2. ~~\$ 2,000,000 Aggregate~~

~~Contractual Liability and the General Aggregate shall apply on the same basis as the primary insurance. The umbrella coverage shall apply excess of the general liability and employer's liability coverages. It shall include contractual liability, participant liability, additional insureds and the general aggregate per location on the same basis as the underlying coverage.~~

~~If, at any time, the total aggregate policy limits are reduced by fifty percent as a result of paid or incurred claims, applicant will bind additional insurance to replenish the policies back to the original required limits of insurance.~~

e. ~~Additional Insured Status and Certificate of Insurance.~~

~~Licensee, along with their respective elected or appointed officials, officers, agents and employees, shall be named as Additional Insureds for Operations and Products/Completed Operations on Licensee's Commercial General Liability Policy which must be primary and noncontributory with respect to the Additional Insureds.~~

~~It is expressly understood by the Parties to this Agreement that it is the intent of the Parties that any insurance obtained by the Licensor is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by Licensee, any of its Applicants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.~~

~~A Waiver of Subrogation Clause shall be added to the General Liability and Umbrella policies in favor of the Licensor, and this clause shall apply to the Licensor's elected or appointed officials, officers, agents and employees. It should also apply to Licensee's Workers' Compensation policy if allowed by state law.~~

~~Prior to commencement of the Agreement, Licensee shall submit a Certificate of Insurance in favor of the Licensor and an Additional Insured Endorsement (in a form acceptable to the Licensor) as required hereunder.~~

f. ~~No Limitation on Liability.~~

~~In any and all claims against the Additional Insureds by any employee of Licensee, anyone directly or indirectly employed by Licensee or anyone for whose acts Licensee may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damage, compensation or benefits payable by or for Licensee under workers' compensation acts, disability benefit acts or other employee benefit acts.~~

~~Licensor shall not be liable for any act or omission except as is otherwise set forth in state and federal statutes governing such liability. In the event of any alleged liability on the part of Licensor, Licensee and anyone claiming by or through Licensee shall be bound by all applicable laws governing claims against public entities, including but not limited to, Title 59 of the New Jersey Statutes.~~

~~g. **Failure to Obtain/Maintain, Cancellation and Renewal.**~~

~~Licensee shall maintain in effect all insurance coverages required under this Agreement at Licensee's sole expense and with insurance companies acceptable to Licensor. In the event Licensee fails to obtain or maintain any insurance coverage required under this Agreement, Licensor may, at its sole discretion, purchase such coverage as desired for the Licensor's benefit and charge the expense to Licensee, or, in the alternative, terminate this Agreement. In the event the coverage is cancelled or non-renewed, Licensee will provide 21 days advance notice of the cancellation or non-renewal.~~

See Attached Exhibit C.

INTENTIONALLY LEFT BLANK

11. **ENTIRE AGREEMENT.** This License Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Licensor and Licensee have executed this Agreement to 24th day of September 2025.

ATTEST:

Paula Geletei
Paula Geletei, City Clerk 9/25/25

CITY OF ATLANTIC CITY

Marty Small, Sr.
Marty Small, Sr., Mayor

DATE: 9-23-25

ATTEST:

Regina Rosenello
By its duly authorized Agent Interim Director
Procurement, Contracting & Risk Management

LICENSEE: Stockton University

DATE: 9/23/2025

Mary Dowling
By its duly authorized Agent
**Mary Dowling
Contract Specialist
Stockton University**

The Agreement is approved as to form and execution.

Date: 9/24/25

By: Peter T. Sallata
Peter T. Sallata, Esq., Assistant Solicitor

Exhibit B

2025-26 STOCKTON UNIVERSITY ICE HOCKEY ANTICIPATED ATLANTIC CITY SKATEZONE ICE USAGE							
MONTH	DAY	TIME	EVENT	RINK	W/L	ICE TIME	COST (H)
SEPT	9	9:50 PM	TRYOUT #1	SKATE ZONE AC	ATLANTIC CITY, NJ		\$425
SEPT	10	8:40 PM	TRYOUT #2	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
SEPT	11	9:50 PM	TRYOUT #3	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
SEPT	16	9:50 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
SEPT	17	8:40 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
SEPT	19	7:00 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
SEPT	21	5:00 PM	GAME	SKATE ZONE AC	ATLANTIC CITY,NJ		\$1,000
SEPT	23	8:40 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
SEPT	24	9:50 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
SEPT	28	5:00 PM	GAME	SKATE ZONE AC	ATLANTIC CITY,NJ		\$1,000
SEPT	30	9:50 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
OCT	1	7:30 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
OCT	7	8:40 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
OCT	8	9:50 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
OCT	14	8:40 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
OCT	15	9:50 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
OCT	21	8:40 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
OCT	22	9:50 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
OCT	28	8:40 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
OCT	29	9:50 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
OCT	31	7:30 PM	GAME	SKATE ZONE AC	ATLANTIC CITY,NJ		\$1,000
NOV	4	8:40 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
NOV	5	9:50 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
NOV	11	8:40 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
NOV	12	9:50 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
NOV	16	3:00 PM	GAME	SKATE ZONE AC	ATLANTIC CITY,NJ		\$1,000
NOV	18	8:40 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
NOV	19	9:50 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
NOV	23	5:00 PM	GAME	SKATE ZONE AC	ATLANTIC CITY,NJ		\$1,000
DEC	2	8:40 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
DEC	3	9:50 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
DEC	5	9:00 PM	GAME	SKATE ZONE AC	ATLANTIC CITY,NJ		\$1,000
DEC	6	9:00 PM	GAME	SKATE ZONE AC	ATLANTIC CITY,NJ		\$1,000
JAN	7	9:50 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
JAN	10	5:00 PM	GAME	SKATE ZONE AC	ATLANTIC CITY,NJ		\$1,000
JAN	16	7:30 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
JAN	18	12:00 PM	GAME	SKATE ZONE AC	ATLANTIC CITY,NJ		\$1,000
JAN	19	12:00 PM	GAME	SKATE ZONE AC	ATLANTIC CITY,NJ		\$1,000
JAN	21	7:30 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
JAN	23	7:30 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
JAN	30	7:30 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
FEB	1	4:00 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
FEB	3	8:40 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
FEB	4	9:50 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425
FEB	11	9:50 PM	PRACTICE	SKATE ZONE AC	ATLANTIC CITY,NJ		\$425

TOTAL

\$24,875

Resolution of the City of Atlantic City

No. 643

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

Assistant City Solicitor /s/ Perter Sallata

Director of Planning & Development/s/ Jarrod Barnes

Prepared by City Solicitor's Office

Council Members RANDOLPH, SHABAZZ & MARSHALL presents the following Resolution:

RESOLUTION AUTHORIZING A REVOCABLE LICENSE AGREEMENT FOR STOCKTON UNIVERSITY ICE HOCKEY CLUB TO UTILIZE AC SKATE ZONE FOR ICE HOCKEY AND RELATED ACTIVITIES DURING THEIR 2025-2026 ICE HOCKEY SEASON

WHEREAS, the City of Atlantic City owns, controls, and/or operates certain athletic facilities on City property, including the City's facility known as the Atlantic City Skate Zone, located at 501 Albany Avenue, Atlantic City NJ 08401, which from time to time are available for use, and provides services in connection with such use; and

WHEREAS, the parties wish to enter into an Ice Arena License Agreement intended to control the rights and responsibilities of the parties regarding Stockton University Ice Hockey Club's use of the Atlantic City Skate Zone for the 2025-2026 Ice Hockey Season, including the property upon which it is situated (the "Arena") for its activities which include ice-skating, ice hockey games, and practices; and

WHEREAS, the City of Atlantic City is willing to extend to Stockton University Ice Hockey Club the use of those facilities and services under the terms and conditions set forth in an Ice Arena License Agreement; and

WHEREAS, this matter was considered and approved by City Council's Administration & Government Affairs Committee on September 12, 2025; and

WHEREAS, City Council finds and declares that the public interest of the City will be served by the granting of a revocable license to the Stockton University Ice Hockey Club; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Atlantic City, that for the consideration of **TWENTY FOUR THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$24,875.00)** paid by the Stockton University Ice Hockey Club, the Mayor is hereby authorized to execute and the City Clerk to attest to a revocable license, the form and language of which shall be approved by the City Solicitor prior to execution, to provide for use of the Atlantic City Skate Zone during the term of the agreement.

September 24, 2025 2:33 PM

DO NOT USE SPACE BELOW THIS LINE													
RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
BAILEY	X						LACCA	X					
CROUCH	X				X		MARSHALL	X					
DUNSTON	X					X	SHABAZZ	X					
KURTZ	X						TIBBITT				X		
RANDOLPH, PRESIDENT								X					
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second													

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: SEPTEMBER 17, 2025

Paula Geletei

/s/ Paula Geletei, City Clerk