

**RESOLUTION**  
of the  
**BOROUGH OF NEW PROVIDENCE**  
Resolution No.2011-173

Council Meeting Date: 06-13-2011

Date Adopted: 06-13-2011

TITLE: RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE  
BOROUGH OF NEW PROVIDENCE AND THE COUNTY OF UNION  
REGARDING ROAD CLOSURES FOR COMMUNITY EVENTS

Councilperson Galluccio submitted the following resolution, which was duly seconded by Councilperson Lesnewich.

BE IT RESOLVED by the Mayor and Borough Council of the Borough of New Providence, County of Union and State of New Jersey, that they do hereby approve and authorize an agreement between the Borough of New Providence and the County of Union in regard to street closures on the following dates:

1. Sunday, July 3, 2011 from 7:00 pm to 11:00 pm for the "Downtown Fireworks Spectacular: South Street, from Gales Drive to Springfield Avenue.
2. Sunday, September 18, 2011 from 7:00 am to 7:00 pm for the Annual Street Fair: South Street, from Gales Drive to Springfield Avenue.

and they do further authorize and direct the Borough Administrator and Borough Clerk to execute same on behalf of the Borough of New Providence.

APPROVED, this 13<sup>th</sup> day of June, 2011.

## RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
CUCCO	X			
GALLUCCIO	X			
GENNARO	X			
LESNEWICH	X			
MUÑOZ	X			
VYZAS	X			
HERN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 13th day of June, 2011

Wendi B. Barry, Borough Clerk

Administrator Douglas Marvin

360 Elkwood Avenue

New Providence NJ 07972

June 10, 2011

Dear Doug,

The NPBPA would like to request the use of South Street from Springfield Avenue to Gales Drive for two upcoming community events. The first event is the New Providence Independence Day Celebration on Sunday, July 3, 7:00 to 10:30 PM; if bad weather prevents the fireworks from being held on July 3, the rain date is Monday, July 5. The evening will include "Chalk on South Street", a concert by the Tim Gillis Band, walk around juggling by Will Shaw and the DJ on the Jets Truck. South Street would need to be closed to traffic from 7:00-10:30 PM.

The second event is the annual New Providence Street Fair which will be held on Sunday, September 18, 10:00 AM to 5:00 PM, rain or shine. We would like to request that South Street be closed to traffic from 7:00 AM to 7:00 PM to allow for vendor set-up and closing.

The NPBPA will provide the needed insurance for each event. We would also ask that the Borough please request permission from Union Count to close South Street for these two events.

If you need more information please do not hesitate to contact me.

Thank you for your help.

Pamela Steiner

908-565-1132

**MUNICIPAL HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

**For**

**Road Closures or Banners**

AGREEMENT between the County of Union, hereinafter referred to as County and the Borough of New Providence, hereinafter referred to as "Municipality". The parties do hereby agree as follows:

WHEREAS, the Municipality desires to close a County road, as follows:

**South Street, from Gales Drive to Springfield Avenue, on Saturday, July 3, 2011 from 7:00 pm to 11:00 pm for the "Downtown Fireworks Spectacular", and;**

**South Street, from Gales Drive to Springfield Avenue, on Sunday, September 18, 2011 from 7:00 am to 7:00 pm for the Annual Street Fair.**

which is owned by the County, and;

WHEREAS, it is in the best interest of the County and the Municipality that such road be closed on County property, and;

WHEREAS, the Municipality in consideration of the benefit to be gained as a result of the aforesaid closure or permission to temporarily use a County structure or its air rights to enter upon County property or hang a banner across a County road at the location identified above on the day or dates identified above (or any other rescheduled date) does hereby agree to indemnify and hold harmless the County from and against all actions, proceedings, claims that may be made against the County and to pay all expenses (including costs and reasonable counsel fees) that may be incurred by the County as a result of or arising out of or in any way connected with the access, entry and use of and upon the aforesaid County road(s) and/or property.

**NOW, THEREFORE:**

1. Municipality shall indemnify the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the closure, access, entry and use of and upon the aforesaid County road(s) and/or property on the dates identified above, including any personal injury or property damage to its equipment.
2. Municipality shall further indemnify the County for any property damage that may be caused as a result of the closure, access, entry and use of and upon the aforesaid County road(s) and/or property.

**FOR THE BOROUGH OF NEW PROVIDENCE:**

**FOR THE COUNTY OF UNION:**

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Douglas R. Marvin, Borough Administrator

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Attest:

Attest:

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Wendi B. Barry, Borough Clerk

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