

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No.2013-083

Council Meeting Date: 02-25-2013

Date Adopted: 02-25-2013

TITLE: RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE BOROUGH OF NEW PROVIDENCE AND THE COUNTY OF UNION REGARDING ROAD CLOSURES AND HANGING OF BANNERS ACROSS COUNTY ROADS 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 hanging of banners and street closures on County roadways during the period of April1, 2013 and December 31, 2013 for the following events:

Road Closures:

1. Wednesday, July 3, from 6:00 pm to 11:00 pm for the "Downtown Fireworks Spectacular: South Street, from Gales Drive to Springfield Avenue.
2. Sunday, September 8 from 7:00 am to 7:00 pm for the Annual Street Fair: South Street, from Gales Drive to Springfield Avenue.

Banners – South Street and Springfield Ave:

1. New Providence Business and Professional Association 5K Race
2. Summer Concert Series & Centennial Park Anniversary
3. Independence Day
4. Farmers Market
5. Street Fair

6. NP Alliance – Red Ribbon Week
7. New Providence Downtown Improvement District Christmas Walk.

and;

BE IT FURTHER RESOLVED 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 25th day of February, 2013.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
LESNEWICH	X			
MUÑOZ	X			
ROBINSON	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 25th day of February, 2013.

Wendi B. Barry, Borough Clerk

**MUNICIPAL
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
For
Road Closures and Banners**

AGREEMENT between the County of Union, hereinafter referred to as County and the municipality identified below, hereinafter referred to as Municipality. The parties do hereby agree as follows:

WHEREAS, the Municipality desires to close a County road or hang a banner across a County road from April 1, 2013 to December 31, 2013 as per the following list:

Road Closures:

1. Wednesday, July 3, from 6:00 pm to 11:00 pm for the "Downtown Fireworks Spectacular: South Street, from Gales Drive to Springfield Avenue.
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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 or banner hung upon 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:

Douglas R. Marvin, Borough Administrator

Attest:

Attest:

Wendi B. Barry, Borough Clerk
