

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2015-195

Council Meeting Date: 05-18-2015

Date Adopted: 05-18-2015

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

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 April 1, 2015 and December 31, 2015 for the following events:

Road Closures:

1. Monday, May 25, from 7:00 am to 12:00 pm for the Annual Memorial Day Parade: Springfield Avenue from Central Avenue to Gales Drive.
2. Friday, July 3, from 6:00 pm to 11:00 pm for the "Downtown Fireworks Spectacular: South Street, from Gales Drive to Springfield Avenue.
3. Sunday, November 1, from 7:00 am to 7:00 pm for the Annual Street Fair: Springfield Avenue, from South Street to Gales Drive.

Banners – South Street and Springfield Ave:

1. New Providence Business and Professional Association 5K Race
2. Bikers for Brooke
3. Summer Concert Series & Centennial Park Anniversary
4. Independence Day

5. Farmers Market
6. Street Fair
7. NP Alliance – Red Ribbon Week
8. New Providence Downtown Improvement District Christmas Walk.
9. Additional banners as approved by the Borough Administrator.

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 18th day of May, 2015.

RECORD OF VOTE

| | AYE | NAY | ABSENT | NOT VOTING |
|-----------|-----|-----|---------------------------|------------|
| GALLUCCIO | X | | | |
| GENNARO | | | X | |
| KAPNER | X | | | |
| MADDEN | X | | | |
| MUÑOZ | X | | | |
| ROBINSON | X | | | |
| MORGAN | | | TO BREAK COUNCIL TIE VOTE | |

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 18th day of May, 2015.

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, 2015 to December 31, 2015 as per the following list:

Road Closures:

1. Monday, May 25, from 7:00 am to 12:00 pm for the Annual Memorial Day Parade: Springfield Avenue from Central Avenue to Gales Drive.
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9. Additional banners as approved by the Borough Administrator

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
