

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2018-288

Council Meeting Date: 11-05-2018

Date Adopted: 11-05-2018

TITLE: RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE
BOROUGH OF NEW PROVIDENCE AND HOWARD BUILDERS, 573
SPRINGFIELD AVENUE, SUMMIT, NJ 07901

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

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 Howard Builders,
573 Springfield Avenue, Summit, NJ 07901, in the form attached hereto, 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 5th day of November, 2018.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GENNARO	X			
GEOFFROY	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 5th day of November, 2018.

Wendi B. Barry, Borough Clerk

INDEMNIFICATION/HOLD HARMLESS AGREEMENT

THIS INDEMNIFICATION AGREEMENT ("the Agreement"), dated this 5th day of November , 2018 is entered into by and between THE BOROUGH OF NEW PROVIDENCE (Borough), a corporate body politic, having offices at 360 Elkwood Avenue, New Providence, New Jersey 07974-1844, and Howard Builders, 573 Springfield Ave, Summit, NJ 07901.

WHEREAS, the Borough agrees to defend, indemnify and hold harmless Howard Builders from and against any and all claims, liability, damage, losses, penalties, costs and expenses, including attorney's fees foreseen and unforeseen, arising out of or resulting from the use of the property at 62 Livingston Avenue, New Providence, NJ 07974 for the Borough's Fire Department for fire drills on November 14th provided that any such claim, liability, damage, loss or expense is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and the loss of use resulting therefrom, or the loss of use of tangible property which has not been physically injured or destroyed and is caused in whole or in part by any act or omission of the Borough.

NOW, THEREFORE, the parties intending to be legally bound, and for and in consideration of the foregoing and the mutual covenants hereinafter made.

**HOWARD BUILDERS
573 SPRINGFIELD AVENUE
SUMMIT, NJ 07901**

**BOROUGH OF NEW PROVIDENCE
360 ELKWOOD AVENUE
NEW PROVIDENCE, NJ 07974**

Douglas R. Marvin
Borough Administrator

Attest:

Attest:

Signature

Wendi B. Barry, Borough Clerk

Date

Date