

**RESOLUTION**  
of the  
**BOROUGH OF NEW PROVIDENCE**  
Resolution No. 2020-215

Council Meeting Date: 10-05-2020

Date Adopted: 10-05-2020

TITLE: RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE  
BOROUGH OF NEW PROVIDENCE AND EDGEWOOD NP, LLC, 573  
SPRINGFIELD AVENUE, SUMMIT, NJ 07901

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

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 Edgewood NP, LLC, 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 5<sup>th</sup> day of October, 2020.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
CUMISKEY	X			
DESARNO	X			
GEOFFROY	X			
MATSIKODIS	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 5<sup>th</sup> day of October, 2020.

Wendi B. Barry, Borough Clerk

**INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

**THIS INDEMNIFICATION AGREEMENT** ("the Agreement"), dated this 5<sup>th</sup> day of October, 2020 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, and EDGEWOOD NP LLC, 573 Springfield Ave, Summit, NJ 07901.

**WHEREAS**, the Borough agrees to defend, indemnify and hold harmless Edgewood NP, LLC 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 14 Edgewood Avenue, New Providence, NJ 07974 for the Borough's Fire Department for fire drills on November 14<sup>th</sup> 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.

**EDGEWOOD NP, LLC  
573 SPRINGFIELD AVENUE  
SUMMIT, NJ 07901**

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

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Allen Morgan  
Mayor

Attest:

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Wendi B. Barry, Borough Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date