

RESOLUTION 2015-326

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING EXECUTION OF INDEMNIFICATION, HOLD HARMLESS AND RELEASE AGREEMENT WITH MARBRO INC.

WHEREAS, the Ocean County Engineer is reconstructing the East Bay Avenue bridge in Barnegat Township; and

WHEREAS, the Contractor hired by the Ocean County Engineer to perform the reconstruction of the bridge is Marbro Inc., 195 Brighton Avenue, Long Branch, NJ 07724; and

WHEREAS, Marbro, Inc. wishes to utilize a small portion of the Municipal Dock parking lot to install a construction trailer, as an office, and store equipment that is currently being used for the reconstruction project; and

WHEREAS, in order to proceed in beginning the approved work on the bridge project, the Township has requested, and Applicant has agreed, to execute an Indemnification, Hold Harmless and Release Agreement to discharge the Township from any and all actions and liability related to the Applicant's Approved use of the Municipal Dock parking lot.

NOW, THEREFORE, BE IT RESOLVED, this 16th day of November, 2015, by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, as follows:

1. The Township Committee hereby authorizes the execution of the Indemnification, Hold Harmless and Release Agreement and waives the Township permit fees.
2. A copy of the Agreement will be available in the office of the Township Clerk during normal business hours.
3. The Township authorizes and directs the Mayor, and Township Clerk, to execute any and all necessary documents in order to implement the intent of this resolution.
4. A certified copy of this resolution shall be forwarded by the Township Clerk to the following:

- (a) Honorable Susan McCabe, Mayor;
- (b) Sean Kean, Township Attorney
- (c) John Hess, P.E.;
- (d) Tom Lombarski, CFO
- (e) Marbro Inc., c/o Frank Marucci; and
- (f) Rico Fischer, Construction Official

CERTIFICATION

I, Michele Rivers, Municipal Clerk of the Township of Barnegat certify that the foregoing Resolution was duly adopted by the Township Committee at a meeting held on the 16th day of November 2015, a quorum being present and voting in the majority.

Michele Rivers, RMC
Municipal Clerk

Township of Barnegat
900 West Bay Avenue
Barnegat, NJ 08005

AGREEMENT FOR: Private Use of Public Property

This AGREEMENT, made October 10, 2015 by and between:

THE TOWNSHIP OF BARNEGAT, a municipal corporation
of the State of New Jersey, with offices at 900 West Bay Avenue
Barnegat, NJ 08005

(“Township”)

and

MARBRO INC. c/o Frank Marucci

195 Brighton Avenue

Long Branch, NJ 07724

(“Contractor”)

Contractor has been selected by the County of Ocean to engage in construction activities in connection with the Barnegat Bridge project. This project is expected to continue until June 2016. The Township of Barnegat desires to provide access by Contractor to the municipal parking lot adjacent to the municipal marina. Contractor shall have the right to store equipment and supplies in the municipal parking lot which are exclusively being used in connection with the Barnegat Bridge project. Contractor agrees to hold harmless the Township from any and all claims arising out of Contractor’s use of the municipal parking lot adjacent to the municipal marina. This agreement is only in effect for the term described herein. The Township and Contractor hereby agree as follows:

1. Scope of Lease

This agreement applies to Contractor’s use of the Barnegat Township municipal parking lot adjacent to the municipal marina. The area to be used by Contractor shall be marked and closed to the public and signage shall be installed by Contractor indicating why the area is closed off. Contractor also shall include on signage the date that the area is expected to be reopened. The area to be closed off consists of an area of approximately 100 square feet.

2. Term

This agreement will be in effect from October 20, 2015 through April 30, 2016.

3. Mutual Promises

The parties agree that providing Contractor with additional space to store equipment and supplies will benefit the Township by expediting the construction of the Barnegat Bridge project. In consideration of the Township's promise to provide access to the municipal parking lot, Contractor agrees to pay Township \$1000.00 (One Thousand Dollars) per month. Contractor agrees that upon vacation of the parking lot on April 30, 2016, the premises shall be returned in the same condition as it had been prior to Contractor's use, as determined by the Township Engineer.

4. Hold Harmless Agreement

The Contractor agrees to indemnify, hold harmless and defend the Township of Barnegat, its employees or volunteers from and against any and all claims, losses, costs, attorney fees, damages, or injury including death and/or property loss, expense claims or demands arising out of Contractor's use of the named facilities. Contractor agrees to obtain insurance for use of the municipal parking lot; the Township of Barnegat shall be named as an additional insured.

5. Contract Documents

The Lease Document may not be amended without the written consent of both Township and Contractor.

6. Non-Discrimination Against Any Individuals

The Contractor specifically agrees not to engage in any discriminatory conduct which would violate state or federal law.

7. Assignment

This agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the Contractor and Township.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

ATTEST:

Township of Barnegat:

Michele Rivers, Municipal Clerk

By: _____
Susan McCabe, Mayor

ATTEST OR WITNESS:

Contractor:

By: _____

Frank Marucci c/o
MARBRO INC.