

CITY COUNCIL

The City of Orange Township, New Jersey

DATE November 14, 2022

NUMBER 442-2022

TITLE:
A RESOLUTION TO EXECUTE A HOLD HARMLESS AND INDEMNIFICATION AGREEMENT WITH THE ORANGE BOARD OF EDUCATION PUBLIC SCHOOL DISTRICT, 451 LINCOLN AVE., ORANGE, NJ 07050, TO ALLOW THE CITY TO USE THE PARKING LOTS AT THE BOARD FACILITIES AS A TEMPORARY SNOW EMERGENCY PARKING, UNTIL JUNE 30 2023.

WHEREAS, the City of Orange Township ("City") and the Orange Board of Education Public School District (" Board") have worked closely for many years to provide for the City of Orange and its citizens; and

WHEREAS, the amount of snow that is expected during the upcoming season would create hazardous road conditions for our public works and emergency response personnel.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Orange township does authorize the mayor to execute a hold harmless and indemnification agreement with the orange board of education public school district for temporary use of parking lots during snow emergencies until June 30th 2023.

Adopted:

Joyce Lanier
Municipal Clerk

Tency A. Eason
Council President

Parking Site Use and Hold Harmless Agreement

This Agreement is by and between the ORANGE Board of Education Public school district, with administrative Offices at 451 Lincoln Ave., Orange, NJ 07050, hereinafter referred to as “ the District” or “the Board” or “BOE” and

The CITY OF ORANG TOWNSHIP hereinafter referred to as “Requestor” or “City.”

The Parties agree to the following:

TERM: Between June 30, 2022 and June 30, 2023

1. The Board will allow the City to use the parking lots at the Board facilities as a temporary snow emergency parking. Ensure the Administration and/or Department of Public Works will communicate with the Board regarding scheduling of services.
2. The City shall sanitize all areas of use prior to and after use for temporary snow emergency parking. The City shall plow and sand the entrances and exits, as well as the lots to facilitate use for parking during each snowfall. The City shall plow and sand the lots prior to use and after residents have moved their respective vehicles to minimize risk to the residents and the Board.
3. The city shall tow, as necessary to facilitate street cleaning, vehicles from the streets that are obstructing the City’s snowplows in the vicinity of the neighborhood near to the Districts sights to the school’s parking lot. The City’s police department will be in charge of this operation and will oversee retrieval of the towed vehicles.
4. The City agree to indemnify the Board and hold it harmless for any and all acclains; actions; damages; liability and expense which includes, but is not limited to : attorney fees, loss of life, personal injury, damages to property , and/or loss/ theft of property arising from or out of the occupancy/use by the City of the District’s Site occasioned wholly or in part by any action or omission of the City; its Agents; Contractors; Subcontractors; Employees: Representatives or Invitees, and the City further agree the Boards assumes no responsibility or liabilities for any of the above, for any program or event that is not jointly sponsored.
5. The City shall Comply with rules and regulations set forth in jurisdictions covered by the City of Orange Township Health Department and the laws of the State of New Jersey

Date: _____

By: _____

Mayor Dwayne Warren, Esq. or
Authorized signatory

Date: _____

By: _____

President of Orange Board of Education
or Authorized Signatory