



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 03/16/15 07:00 PM

2015 RESOLUTION APPROVAL

2015 RESOLUTION - POLICE AND FIRE TRAINING INDEMNIFICATION AGREEMENTS

WHEREAS, MCP has agreed to allow and permit the Township to use its properties located on Broad Street, Bloomfield, and more specifically identified in the attached agreements, for the purpose of police officer and firefighter training, but only if the Township indemnifies MCP.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Bloomfield, that the Mayor is authorized to sign and the Clerk to attest to the attached agreements providing indemnification to MCP and allowing for police and firefighter training as described in the agreements.

......*

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on March 16, 2015.

Louise M. Palagano

Municipal Clerk of the Township of Bloomfield

Mr. Uys

Mayor of the Township of Bloomfield

✓ Vote Record - Resolution					
		Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopt					
<input type="checkbox"/> Deny					
<input type="checkbox"/> Withdrawn					
<input type="checkbox"/> Table					
	Elias N. Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPROVED AS TO FORM AND PROCEDURE
ON BASIS OF FACTS SET FORTH

Brian J. ...

of Law Township Attorney

Resolution (ID # 4346)

Meeting of March 16, 2015

<input type="checkbox"/> Not Discussed	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> First Reading	Wartyna Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Table with no Vote	Joseph Lopez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approve	Carlos Pomares	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Veto by Mayor	Michael J. Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Discussion					
<input type="checkbox"/> Defeated					
<input type="checkbox"/> Discussion No Vote					

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT, is entered into this _____ day of March 2015 by and between MCP Bloomfield Joint Venture LLC, MCP Bloomfield Urban Renewal LLC, The Green at Bloomfield LLC and their affiliates (hereinafter collectively "MCP"), and the Township of Bloomfield, 1 Municipal Plaza, Bloomfield, New Jersey, (hereinafter "Township").

WHEREAS, MCP has agreed to allow and permit the Township to use its property located at 40-50 Broad Street, Bloomfield, New Jersey, 07003, 56 Broad Street, Bloomfield, New Jersey 07003 and 256 Liberty Street, Bloomfield, New Jersey 07003 (hereinafter collectively "Property") for the purpose of police officer training, but only if the Township indemnifies MCP as set forth herein; and

WHEREAS, MCP acknowledges that the Township intends to train police officers in forced entry, search and rescue, and other skills used by police officers in emergency situations; and

WHEREAS, MCP acknowledges that as part of the planned training the police officers will damage the structure(s) on the Property and possibly damaging any fixtures present within the building(s) at the time of the training; and

WHEREAS, MCP acknowledges that the police officers will cause substantial damage to the Property and any content within the buildings during the training and acknowledges MCP's intent to completely demolish the structures after the training is complete; and therefore, grants the Township permission to perform any activities the Township desires without concern to damaging the building(s) or their contents; and

WHEREAS, the Township acknowledges that there will not be any representation of MCP in attendance during the training and the Township will be solely responsible to supply supervision for all police officers and any other Township employees, agents, and/or servants participating in or viewing the training; and

WHEREAS, the Township agrees to provide qualified supervisors and instructors during all training sessions.

NOW THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the the parties covenant and agree as follows:

1-The Township agrees to defend, indemnify and hold harmless MCP Bloomfield Joint Venture LLC, MCP Bloomfield Urban Renewal LLC, The Green at Bloomfield LLC and their affiliates, agents, servants and employees from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) resulting from bodily injury, sickness, death or damage to tangible property, including property that is not part of, nor located within, the Property, that may be brought as a result of, or in connection with, the training activities

performed on the Property by the Township, or unauthorized entry to the Property, and this responsibility shall begin upon the Township's entry into the building and shall remain for a period of three months after completion of the training or up to the date demolition of the buildings begin whichever comes first.

2-The Township shall at all times during training of police officers at the Property provide qualified supervisors.

3-Once MCP provides the Township access to the Property to train the police officers, the Township will secure the building against unauthorized entry and shall be responsible for the same for a period of three months after completion of the training or up to the date demolition of the buildings begin whichever comes first.

4-This agreement to allow for training can be cancelled by MCP at anytime for any reason, or no reason, in MCP's sole descretion.

IN WITNESS WHEREOF, the undersigned has hereby caused this agreement to be properly executed on behalf of the entities hereto the date and year first above written.

MCP

By:

ATTEST:

By:

TOWNSHIP

M. C. Jr.

By:

ATTEST:

Luiseh Palazano

By:

INDEMNIFICATION AGREEMENT

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WHEREAS, MCP has agreed to allow and permit the Township to use its property located at 256 Liberty Street, Bloomfield, New Jersey, and 38 Broad Street, Bloomfield, New Jersey, 07003 (hereinafter collectively "Property") for the purpose of firefighter training, but only if the Township indemnifies MCP as set forth herein; and

WHEREAS, MCP acknowledges that the Township intends to train firefighters in forced entry, ventilation, search and rescue, and other skills used by firefighters in emergency situations; and

WHEREAS, MCP acknowledges that as part of the planned training the firefighters will damage the structure(s) on the Property by cutting holes in the roof(s), wall(s) and floor(s), breaking window(s), and possibly damaging any fixtures present within the building(s) at the time of the training; and

WHEREAS, MCP acknowledges that the firefighters will cause substantial damage to the Property and any content within the buildings during the training and acknowledges MCP's intent to completely demolish the structures after the training is complete; and therefore, grants the Township permission to perform any activities the Township desires without concern to damaging the building(s) or their contents; and

WHEREAS, the Township acknowledges that there will not be any representation of MCP in attendance during the training and the Township will be solely responsible to supply supervision for all firefighters and any other Township employees, agents, and/or servants participating in or viewing the training; and

WHEREAS, the Township agrees to provide qualified supervisors and instructors during all training sessions.

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performed on the Property by the Township, or unauthorized entry to the Property, and this responsibility shall begin upon the Township's entry into the building and shall remain for a period of three months after completion of the training or up to the date demolition of the buildings begin whichever comes first.

2-The Township shall at all times during training of firefighters at the Property provide qualified supervisors.

3-Once MCP provides the Township access to the Property to train the firefighters, the Township will secure the building against unauthorized entry and shall be responsible for the same for a period of three months after completion of the training or up to the date demolition of the buildings begin whichever comes first.

4-This agreement to allow for training can be cancelled by MCP at anytime for any reason, or no reason, in MCP's sole descreation.

IN WITNESS WHEREOF, the undersigned has hereby caused this agreement to be properly executed on behalf of the entities hereto the date and year first above written.

MCP

By:

ATTEST:

By:

TOWNSHIP

ME [Signature]

By:

ATTEST:

Louise M. Collette

By: