



Township Council

1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 03/03/14 07:00 PM

2014 RESOLUTION AGREEMENTS

FIREARMS RANGE

WHEREAS, the Township of Bloomfield, through its police department, attends, participates and uses several of the generated programs, classes and/or equipment of the Firearms Training Facility of the Borough of North Arlington; and

WHEREAS, North Arlington requires that the Township of Bloomfield execute the attached Hold Harmless Agreement prior to using of the Firearms Training Facility; and

WHEREAS, the Chief of Police recommends that the Township of Bloomfield execute North Arlington's Hold Harmless Agreement so that the police department may continue to participate in, and use the aforementioned programs, classes and/or equipment of the Firearms Training Facility of the Borough of North Arlington.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Bloomfield, County of Essex, State of New Jersey that in accordance with the recommendation of the Police Chief the Mayor is hereby authorized to sign and the Clerk to attest to the attached Hold Harmless Agreement.

......*

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 03, 2014.

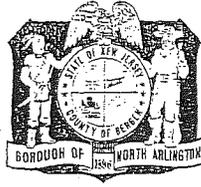
Municipal Clerk of the Township of Bloomfield

Mayor of the Township of Bloomfield

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

Director of Law - Township Attorney

<input checked="" type="checkbox"/> Vote Record - Resolution 3382						
<input checked="" type="checkbox"/> Adopted			Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopted as Amended	Elias N. Chalet		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Nicholas Joanow		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Carlos Bernard		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Wartyna Davis		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approved	Joseph Lopez		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approved by Consensus	Carlos Pomares		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Not Discussed	Michael J. Venezia		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled with No Vote						
<input type="checkbox"/> Discussed						
<input type="checkbox"/> Veto by Mayor						
<input type="checkbox"/> Approved No Vote						
<input type="checkbox"/> Deferred						



BOROUGH OF NORTH ARLINGTON
Department of Police

214 Ridge Road
North Arlington, NJ 07031
Phone (201) 991-4400 Fax (201) 991-4068

Louis M. Ghione
Chief of Police

THIS AGREEMENT, entered into this day of 2014 by and between the BOROUGH OF NORTH ARLINGTON, a Municipal Corporation of the State of New Jersey, having its principal offices at 214 Ridge Road, North Arlington, New Jersey, hereinafter referred to as "Borough" of North Arlington and _____, hereinafter referred to as the "USER".

WITNESSETH:

That for and in consideration of the sum agreed upon each to the other in hand paid at or before the execution and delivery of this Agreement the receipt whereof is mutually acknowledged, the parties hereto do covenant and agree as follows:

1. The Borough of North Arlington, through its Police Department, will allow and permit the "USER" the use of the Police Pistol Range, located in the Hackensack Meadowlands/Borough of North Arlington, New Jersey.
2. The Police Department of the Borough of North Arlington and the "USER" will be permitted to utilize the Range facilities so as not to interfere with normal Police Department training.
3. The Borough of North Arlington, through its Police Department, agrees that there will not be any representative of the North Arlington Police Department in attendance during usage of the Range and the "USER" will supply supervision at its sole expense to oversee the adherence to safety rules.
4. The "USER" agrees to provide a qualified Range Officer and instructors during all training sessions for said agency.
5. The "USER" agrees that only agency approved service load or equivalent load ammunition appropriate for use in New Jersey State mandated qualification courses will be used during training. Said ammunition will not be armor piercing or tracer type.
6. The "USER" agrees that they will supply their own ammunition, targets, weapons, and cleaning supplies.

7. The "USER" agrees to indemnify and hold harmless the Borough of North Arlington, its agents, servants and employees from and against all claims, damages, losses, and expenses resulting in bodily injury or death or damage to tangible property due to the negligence of the "USER", its agents, servants, and employees acting within the scope of their employment.

8. The "USER" agrees to indemnify and hold harmless the Hackensack Meadowlands Development Commission, its agents, servants, and employees from and against all claims, damages, losses and expenses resulting in bodily injury or death or damage to tangible property due to the negligence of the "USER", its agents, servants, and employees acting within the scope of their employment.

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

Township of Bloomfield
~~BOROUGH OF NORTH ARLINGTON~~

Borough of North Arlington
~~USER~~

Me Vige

Mayor

By:

ATTEST:

ATTEST:

Luisa Palazano

Borough Clerk
Municipal
