

RESOLUTION 241 - 22

RESOLUTION OF THE BOROUGH OF CLAYTON AUTHORIZING EXECUTION OF SITE ACCESS AGREEMENT BETWEEN THE BOROUGH OF CLAYTON AND THE FIRST PRESBYTERIAN CHURCH OF CLAYTON FOR CLEARING OF BRUSH AND DEBRIS ON THE VACANT PORTION OF THE PROPERTY LOCATED AT 205 N. DELSEA DRIVE

WHEREAS, the existence of certain brush and debris located on the vacant portion of 205 N. Delsea Drive has been determined to have an effect on the drainage of water detrimental to the Borough of Clayton; and

WHEREAS, the property located at 205 N. Delsea Drive is owned by the First Presbyterian Church of Clayton; and

WHEREAS, the Borough of Clayton desires to remove the brush and debris from the vacant portion of 205 N. Delsea Drive; and

WHEREAS, the First Presbyterian Church of Clayton has agreed to allow the Borough, its agents and employees, and/or its contractors to clear the vacant portion of 205 N. Delsea Drive of brush and debris; and

WHEREAS, the Site Access Agreement, attached hereto, outlines the terms and conditions for the work to be performed by the Borough at the listed property owned by the First Presbyterian Church of Clayton.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Borough Council of the Borough of Clayton, County of Gloucester and State of New Jersey as follows:

1. That the Borough Council does hereby authorize and approve the execution of the attached Site Access Agreement between the Borough of Clayton and the First Presbyterian Church of Clayton for access to the property located at 205 N. Delsea Drive in the Borough of Clayton, owned by the First Presbyterian Church of Clayton, to remove brush and debris.
2. That the Mayor and/or Borough Administrator be and is hereby authorized to execute any and all documents related to this approval.

ADOPTED at the meeting of the Borough Council of the Borough of Clayton held on
November 22, 2022.

BOROUGH OF CLAYTON



THOMAS BIANCO, Mayor

ATTEST:



Christine Newcomb, Borough Clerk

CERTIFICATION

I, Christine Newcomb, Borough Clerk, of the Borough of Clayton, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton held on November 22, 2022.

Christine Newcomb, Borough Clerk

BOROUGH OF CLAYTON
SITE ACCESS AGREEMENT
(FIRST PRESBYTERIAN CHURCH)

This Site Access Agreement ("Agreement") is effective the 22nd day of November, 2022 by and between the Borough of Clayton ("Grantee"), and the First Presbyterian Church of Clayton ("Grantor"). This Agreement authorizes Grantee and its employees and/or Contractors collectively "Grantee" to enter the property located 205 N Delsea Drive in the Borough of Clayton, New Jersey 08312 (the "Property"), to perform any and all work required to clear away the growth on the undeveloped portion of the property.

1. **Scope of Work** The work that is the subject of this Agreement is described as follows (collectively referred to as the "Work"):

Grantee will:

- Clear brush, growth, and/or debris from the undeveloped portion of the property located at 205 N Delsea Drive ("Rear Property").

Grantor will:

- Permit and allow the agents, employees, and/or contractors employed by Grantee to enter upon the property to perform the scope of Work.

2. **Reports** Grantee will provide Grantor with any reports/surveys resulting from the Work at the Property.

3. **Notification of Planned Work** Grantor will be notified at least three (3) days in advance of the Work planned on the Property. Grantor will be notified via email, telephone or cell phone at:

Name:

Bill Murray

Email:

Swmurray03@comcast.net

Phone Number:

856-889-1985

4. **Grantor's Access or Use** Grantee in exercising the rights granted hereunder shall not unreasonably interfere with the Grantor's access to or use of the Property to complete the work.

5. **Rights and Privileges** The rights and privileges granted by this instrument shall cease upon completion of the Work.

6. **Work Performance** The Work shall be performed in a workmanlike manner.

7. **Indemnification and Hold Harmless.** The Grantee, where applicable, shall be responsible for, shall keep, save and hold the Grantor harmless from, and shall indemnify the Grantor against any claim, loss, liability, expense (specifically including, but not limited to costs, counsel fees and/or expert fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or agents of the Grantee or to any other persons, or from any damage to any property sustained in connection with this Agreement to the extent caused by any acts or omissions attributable to the negligence or malpractice of any of its officers, directors, employees, agents, or servants.

8. **Entire Agreement** This Agreement constitutes the parties' entire agreement on this subject. There are no written or oral representations or understandings that are not fully expressed in this Agreement. No change, waiver, or discharge is valid unless in writing and signed by the party against whom it is sought to be enforced.

9. **Governing Law** This Agreement is governed by and will be construed and its performance enforced under New Jersey law.

10. **Signatories** This Agreement may be executed in one or more counterparts and by facsimile signatures, each of which shall be deemed an original agreement, but all of which together shall constitute one and the same instrument.

11. **Agreement Execution Authority** Each person executing this Agreement represents that the party on whose behalf the person is executing this Agreement has duly authorized the execution of this Agreement and that such person is authorized to execute the Agreement on behalf of such party.

IN WITNESS HEREOF, the parties hereto are authorized and have executed this Agreement on the day and year first written below.

GRANTEE

BOROUGH OF CLAYTON

Date: 11/22/22

By: 

Name

Tom Bianco

Title:

Mayor

GRANTOR

FIRST PRESBYTERIAN CHURCH

Date: _____

By: _____

Name

Title: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conner Strong & Buckelew MEL Underwriting Unit PO Box 99106 Camden, NJ 08101	CONTACT NAME: MEL Underwriting Service Centr PHONE (A/C, No, Ext): E-MAIL: MELrequest@connerstrong.com ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Borough of Clayton 125 Delsea Drive Clayton, NJ 08312	INSURER A : TRICO Municipal JIF	
	INSURER B : Municipal Excess Liability JIF	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		TRI221001-91	01/01/2022	01/01/2023	EACH OCCURRENCE \$500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		TRI221001-91	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		MEL01220187	01/01/2022	01/01/2023	EACH OCCURRENCE \$4,500,000 AGGREGATE \$4,500,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	TRI221001-91	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Clayton Public works employees to preform brush clean up

The Certificate Holder is an Additional Insured on the above-referenced Commercial General Liability and Excess Liability Policies if required by written contract as respect to the Clayton Public works employees to preform brush clean up on Church's property.

CERTIFICATE HOLDER

CANCELLATION

First Presbyterian Church of Clayton 205 N. Delsea Drive Clayton, NJ 08312	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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