

Approved as to Form and Legality

Date Adopted

Committee Economic Development Public Works

[Signature] Salem County Counsel

April 4, 2019

RESOLUTION PROHIBITING NORMAL TRAFFIC KINGS HIGHWAY, COUNTY ROAD #620 IN PILESGROVE TOWNSHIP, IN THE COUNTY OF SALEM

WHEREAS, a request was received Pilesgrove Township on behalf of "NBC UNIVERSAL/APPLE TV" for an assemblage along a portion of Kings Highway, County Road #620 between the intersection of Marlton Road, County Road #636 and Auburn Road, County Road #602 on Friday, April 12, 2019, sporadically between the hours of 11:00 AM and 1:00 AM; and

WHEREAS, N.J.S.A. 39:4-197.1 requires a Municipality to receive consent from the County when normal traffic is prohibited by a parade, procession or assemblage; and

WHEREAS, Kings Highway, County #620 is a road under the jurisdiction of the County of Salem.

NOW, THEREFORE, BE IT RESOLVED by the Salem County Board of Chosen Freeholders that the request to prohibit through traffic for a ASSEMBLAGE along Kings Highway, County Road #620 between the intersection of Marlton Road, County Road #636 and Auburn Road, County Road #602 on Friday, April 12, 2019 sporadically between the hours of 11:00 AM and 1:00 AM is approved subject to the following conditions:

- 1. Installation of proper signs at least thirty (30) minutes in advance of the start of the event.
2. Notice to the Salem County 911 Central Dispatch at least twenty-four (24) hours in advance of the event.
3. New Jersey State Police must be stationed at the intersection of Kings Highway, County Road #620 and Marlton Road, County Road #636 and at the intersection of Kings Highway, County Road #620 and Auburn Road, County Road #602 - for the entire duration of the event.
4. New Jersey State Police or certified flag personnel shall be stationed at the Intersection of Kings Highway, County Road #620 and Melissa Lane, a local road, and at the intersection of Kings Highway, County Road #620 and Featherbed Lane, a load road, for the entire duration of the event.
5. The requestor shall provide proof of insurance coverage naming the County of Salem, 110 Fifth Street, Salem, New Jersey 08079 (including Affiliates) as ADDITIONAL INSURED on all liability policies (General Liability, Automobile Liability and Umbrella (Excess)), except Workers' Compensation and Professional Liability, for ongoing operations and completed operations on a primary and non-contributory basis.

The requestor shall not commence any work in connection with the event until all of the following types of insurance have been obtained and the Solicitor for the County or Risk

Management Consultant of Salem has approved the insurance policies. All insurance policies shall be obtained from an insurance company authorized to conduct business in the State of New Jersey and one that maintains an office in the State of New Jersey. The requestor, shall furnish proof of insurance coverage by "Certificate of Insurance" accompanying the request for event approval and shall name the County of Salem as additional insured (see paragraph below) on a primary and non-contributory basis. Additional insured status shall apply to General Liability, Automobile Liability and Umbrella (Excess) policies.

Such Certificate of Insurance shall provide that the insurance company gives the County of Salem thirty (30) days prior notice of any changes or cancellation terms of such policies during the period of coverage. The County of Salem shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of any such deductible shall be the sole responsibility of the vendor providing such insurance.

The requestor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss expense or damage resulting from acts occurring prior to termination. It shall be the responsibility of the requestor, to maintain in force such insurance policies named herein during the life of this contract.

6. Applicant shall indemnify and hold harmless the County of Salem from any and all claims or damages. To the extent that state and/or federal laws limit the terms and conditions of this section, it shall be deemed so limited to comply with such state and/or federal laws. To the fullest extent permitted by law, "NBC Universal/Apple TV" i.e. "Indemnitor" shall indemnify and hold harmless Salem County, its affiliates and their respective members, employees, agents and representatives (collectively, the "Indemnified Parties" and each and "Indemnified Party") from and against liabilities, claims damages, losses, including but not limited to economic losses, demands, penalties, fines, judgments, actions and expenses, including but not limited to attorneys' fees, legal costs and legal expenses, (including those brought by or related to the Indemnitor's own employees, servants, agents or workmen such that the Indemnitor waives any immunity under any workers' compensation, disability benefit or other employee benefit acts or statutes for the purposes of this Section) provided that such liability, claim, damage, loss, demand, judgment, action or expense or penalty or fine ((1) allegedly or actually arises out of, is connected to, or results from performance of or failure to perform the work under this Contract by the Indemnitor, or the Indemnitor's agents, employees, sub tier contractors and suppliers (collectively, "Indemnitor Parties"), or (2) is connected with any accident or occurrence which happens or is alleged to have happened (a) in or about the place where such work is or was performed, (b) while the Indemnitor Parties are performing the work, or (c) while any of the Indemnitor Parties' property, work in progress, equipment or personnel are in or about such place or the vicinity where the accident or occurrence took place, or (3) arises out of any professional services, and, for each of the preceding, regardless of whether or not such liability, claim, damage, loss, demand, penalty, fine, action or expense is caused or alleged to have been caused in part by the Indemnified Parties.

However, this indemnification provision shall not apply to an Indemnified Party that is an architect, engineer, surveyor or its agents, servants or employees (collectively, "Engineers") for any liability, claim, damage, loss demand, action or expenses caused by the Engineers sole negligence arising out of: (1) the preparation or approval by the Engineers of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Engineers provided such giving or failure to give is the primary cause of the liability, damage, claim, loss, demand, action or expense.

The obligations of this Section shall not be construed to negate, abridge, or reduce other rights, obligations or indemnity which would otherwise exist as to a party or person described in this Section.

This Section shall survive the termination of this Contract.

7. A copy of this Resolution shall be provided to Pilesgrove Township.
8. A copy of this Resolution shall be provided to the local municipal Office of Emergency Management and Law Enforcement with jurisdictional control over the assemblage area for the preparation of an "Event Safety Analysis".
9. A copy of this Resolution shall be provided to the Salem County Public Works Department, requesting the County Message Boards be made available at least 24 hours prior to the event if needed based on the "Event Safety Analysis".
10. Copies of this Resolution shall be provided to the Salem County Engineer's Office, the Salem County Office of Emergency Management, and the Salem County Sheriff's Department.



CHARLES V. HASSLER, Freeholder  
 Chair, Economic Development/ Public Works Committee

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on Thursday, April 4, 2019.



STACY PENNINGTON  
 Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	ABSTAIN	ABSENT	RESOLUTION MOVED	RESOLUTION SECONDED
G. Ostrum, Jr.	✓					✓
C. Hassler	✓				✓	
L. Ware	✓					
R.S. Griscom	✓					
B. Laury	✓					

✓ Indicates Vote

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