

RESOLUTION NO. 2022 -159

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND EXECUTION OF A GENERAL PERMIT 6 AND 15 CAFRA APPLICATION, AS TO BLOCK 326.219, LOT 7.01

WHEREAS, Bilian Angelov is the owner of property located at 23 Ohio Drive, Little Egg Harbor, also known as Block 326.219, Lot 7.01, on the Tax Map of the Township of Little Egg Harbor; and

WHEREAS, a ten foot (10') wide drainage easement lies in and along the premises at Block 326.219, Lot 7.01, in favor of the Township of Little Egg Harbor as Grantee; and

WHEREAS, Bilian Angelov wishes to apply for a General Permit 6 and 15 from the New Jersey Department of Environmental Protection, Coastal Area Facility Review Act (CAFRA), for bulkhead and dock construction; and

WHEREAS, the Township agrees to execute the General Permit 6 and 15 application, as owner and grantee of the drainage easement which lies across Block 326.219, Lot 7.01, contingent upon the execution of the within hold harmless and indemnification agreement by Bilian Angelov.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the

Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

- 1.** That the governing body, as owner of a drainage easement on Block 326.19, Lot 7.01, hereby authorizes the execution of a CAFRA General Permit 6 and 15 Application for bulkhead and dock construction by Bilian Angelov, contingent upon the execution by Bilian Angelov of an Indemnification and Hold Harmless Agreement attached hereto as Schedule A.

rmshc

Rothstein, Mandell, Strohm,
Halm & Cipriani, P.A.
ATTORNEYS AT LAW

98 East Water Street
Toms River, NJ 08753

o: 732.363.0777
f: 732.905.6555

2. That the governing body is hereby further authorizes entering into a Indemnification and Hold Harmless Agreement with Bilian Angelov as to the drainage easement on the premises of Block 326.19, Lot 7.01, attached hereto as Schedule B.

3. That the Mayor is hereby authorized to execute and the Township Clerk to attest, CAFRA General Permit 6 and 15 Application for bulkhead and dock construction on behalf of Bilian Angelov, and the Indemnification and Hold Harmless Agreement with Bilian Angelov as to the drainage easement on the premises of Block 326.19, Lot 7.01.

4. That a certified copy of this resolution shall be forwarded to the Administrator, Township Engineer, Abigail Gormley at DuBois & Associates and Bilian Angelov.

CERTIFICATION

I, **SUSAN M. FARRELL, RMC**, do hereby certify that the foregoing is a true copy of a resolution adopted by the Governing Body of the Township of Little Egg Harbor at a meeting held on the **9th** day of **June, 2022**.



SUSAN M. FARRELL, RMC
Deputy Township Clerk
Little Egg Harbor Township

r|mshc

Rothstein, Mandell, Strohm,
Halm & Cipriani, P.A.
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New Jersey Department of Environmental Protection
Land Use Management Program
Division of Land Use Regulation
PROPERTY OWNER CERTIFICATION

INSTRUCTIONS: All applicants are required to complete Sections A and B of this form. Applicants who are individual owners of record of the property upon which the activities will occur must also complete Section C.

All other persons who are required to certify to this application in accordance with N.J.A.C. 7:7-23.2(d), N.J.A.C. 7:7A-16.2(d), and N.J.A.C. 7:13-18.2(d) must complete Sections A and C.

Separate forms may be submitted for each signatory, or a single form may be submitted with all required signatures.

SECTION A. SITE INFORMATION (required)

Project Name: ANGELOV BILL
 Applicant's Name: Bilian Angelov
 Street Address: 23 Ohio Drive
 Municipality: Little Egg Harbor County: Ocean Zip Code: 08087
 Blocks and Lots: Block 326.219, Lot 7.01

SECTION B. SIGNATURE OF APPLICANT

The undersigned applicant hereby certifies that he/she is one of the following: 1) an owner of the site on which the activity is proposed or conducted; 2) an agent designated by the site owner(s) to obtain the permit, verification, or letter of interpretation on the owner's behalf; 3) a representative of a public entity proposing an activity within a right-of-way or easement that is held or controlled by that entity or that will be appropriated by the entity under the power of eminent domain; OR 4) a person with the legal authority to perform the proposed activities.

The undersigned applicant also certifies to the following:

1. Does the application include any activities within an easement or right-of-way? Yes No
 If "Yes," has written consent from all easement or right-of-way holders in accordance with N.J.A.C. 7:7-23.2(g), 7:7A-16.2(g), and 7:13-18.2(g) been attached to this form? Yes No
2. Will any part of the project be located within property belonging to the State of New Jersey? Yes No
3. Does the application include activities on any property owned by any public agency that would be encumbered by Green Acres? Yes No
4. Does this project require a Section 106 (National Register of Historic Places) Determination as part of a federal approval? Yes No

Applicant's Name: Bilian Angelov Date: 03/05/2022
 Applicant's Signature:

Applicant's Name: _____ Date: _____
 Applicant's Signature: _____

Applicant's Name: _____ Date: _____
 Applicant's Signature: _____

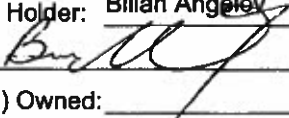
Applicant's Name: _____ Date: _____
 Applicant's Signature: _____

SECTION C. PROPERTY OWNER'S CERTIFICATION

All individual owners of record of the property upon which the activities will occur must certify to this application unless the applicant is a corporation, partnership, sole proprietorship, municipality, or State, Federal, or other public entity. If the applicant is a corporation, a principal executive officer of at least the level of vice president must certify below. In the case of partnerships and sole proprietorships, a general partner or the proprietor, respectively, is required to certify. For a municipality or for a State, Federal, or other public entity, the certification must be provided by either a principal executive officer or ranking elected official.

A duly authorized representative may sign this application on behalf of any individual who is required to certify provided that the authorization is made in writing and is submitted as part of this application. Please note that in lieu of a property owner's signature, a legal agreement with the current property owner may be attached to this form. Acceptable legal agreements include, but are not limited to, certificates of eminent domain and certificates of inverse condemnation. **Please note that contracts of sale are not considered an acceptable substitute for a property owner's signature.**

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining and preparing the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment. I hereby grant permission for the conduct of the proposed activities and consent to allow access to the site by representatives or agents of the Department for the purpose of conducting a site inspection(s) of the property in question.

Name of Owner/Easement Holder: Bilian Angeley Date: 03/05/2022
Signature: 
Specific Block(s) and Lot(s) Owned: _____

Name of Owner/Easement Holder: _____ Date: _____
Signature: _____
Specific Block(s) and Lot(s) Owned: _____

Name of Owner/Easement Holder: _____ Date: _____
Signature: _____
Specific Block(s) and Lot(s) Owned: _____

Name of Owner/Easement Holder: _____ Date: _____
Signature: _____
Specific Block(s) and Lot(s) Owned: _____

Name of Owner/Easement Holder: _____ Date: _____
Signature: _____
Specific Block(s) and Lot(s) Owned: _____

Name of Owner/Easement Holder: _____ Date: _____
Signature: _____
Specific Block(s) and Lot(s) Owned: _____



Legend



Site Boundary



Job No.: D2291.001
Scale: 1 in = 25 ft
Date: 1/19/2022
Drawn By: HJ
Sheet No. 1 of 1



Aerial Map

Block 326.219 * Lot 7.01
Little Egg Harbor Township, Ocean County, NJ



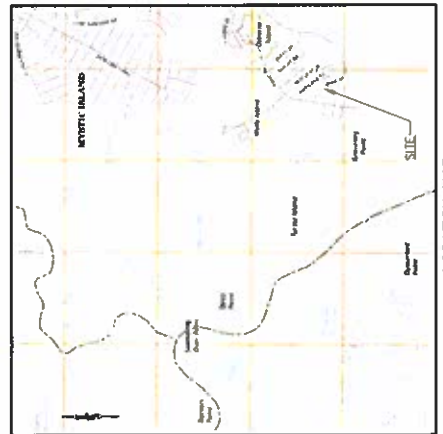
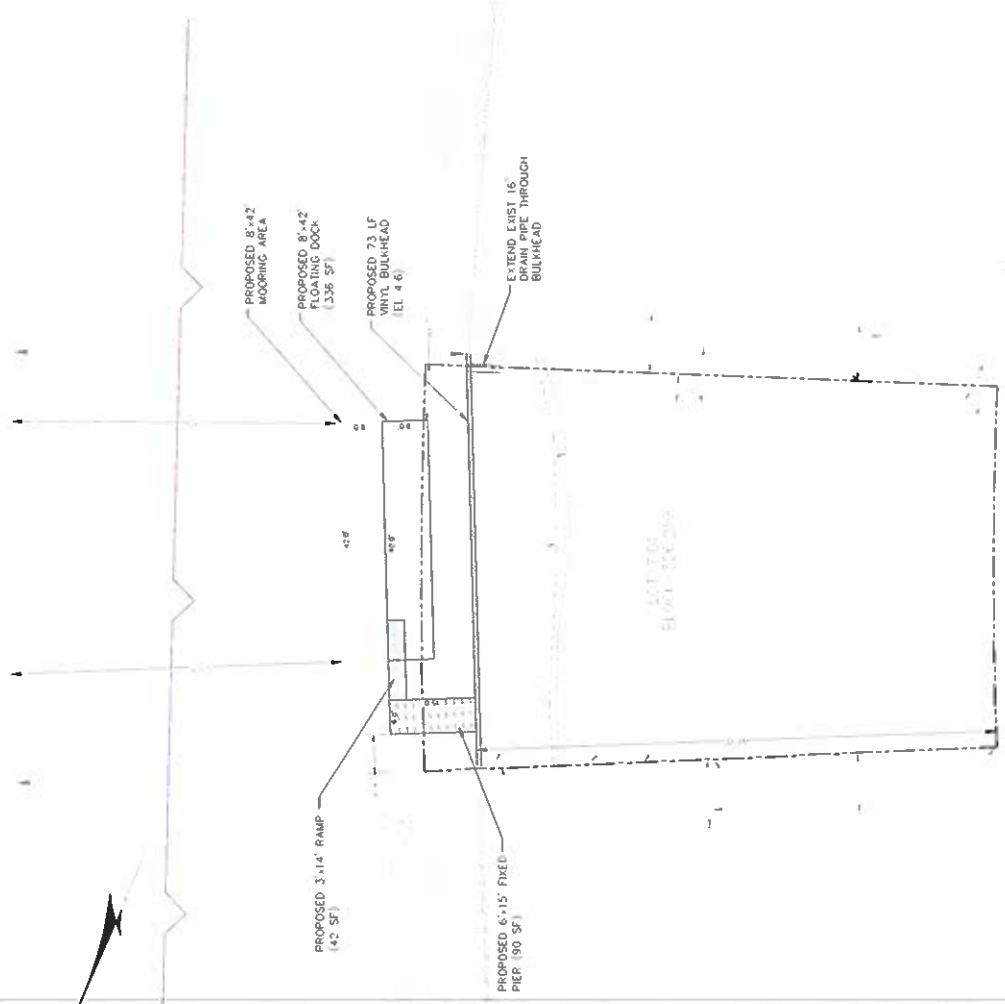
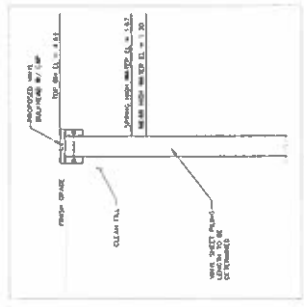
FORM NO. 100-1 (REV. 11/11)

DATE	11/11
SCALE	AS SHOWN
PROJECT	23 OHIO DRIVE
CLIENT	1010 COMMONS WAY, BLDG. G Toms River, NJ 08755
DESIGNER	MCH ENGINEERING, INC.
CHECKED BY	DATE
APPROVED BY	DATE

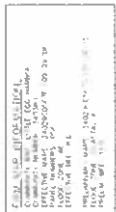
DATE: 11/11/11

NO.	DATE	DESCRIPTION
1	11/11/11	ISSUED FOR PERMIT
2	11/11/11	ISSUED FOR PERMIT
3	11/11/11	ISSUED FOR PERMIT

- NOTES:**
1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
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 19. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE TO FACE UNLESS OTHERWISE NOTED.
 20. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE TO FACE UNLESS OTHERWISE NOTED.



LOCATION MAP
SCALE: N.T.S.



SILT FENCE DETAIL
SCALE: 4/8"

RADIO ROAD
(ROW VARIES)

OHIO DRIVE
(50' ROW)

Digitally signed by Matthew C. Hockenbury
Date: 2022.04.08 09:23:24
+0000
MATTHEW C. HOCKENBURY
Professional Engineer, N.J. Lic. No. 668217



NOTICE: THIS DRAWING AND ALL INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF MCH ENGINEERING, INC. NO PART OF THIS DRAWING OR INFORMATION CONTAINED HEREIN IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF MCH ENGINEERING, INC.

NO.	DATE	DESCRIPTION
1	11/11/11	ISSUED FOR PERMIT
2	11/11/11	ISSUED FOR PERMIT
3	11/11/11	ISSUED FOR PERMIT

DATE	11/11/11
SCALE	AS SHOWN
PROJECT	23 OHIO DRIVE
CLIENT	1010 COMMONS WAY, BLDG. G Toms River, NJ 08755
DESIGNER	MCH ENGINEERING, INC.
CHECKED BY	DATE
APPROVED BY	DATE

1010 COMMONS WAY, BLDG. G
Toms River, NJ 08755
TEL: (732) 569-3592
FAX: (732) 553-2998

MCH ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION IN NO. 22-2799

NIDEP PERMIT PLAN
FOR
23 OHIO DRIVE
ROW: 50'-0" (50' ROW)
SITE: 066 HARBOUR TOWNSHIP
DELAWARE COUNTY

NO.	DATE	DESCRIPTION
1	11/11/11	ISSUED FOR PERMIT
2	11/11/11	ISSUED FOR PERMIT
3	11/11/11	ISSUED FOR PERMIT

INDEMNIFICATION and HOLD HARMLESS AGREEMENT

WHEREAS, Bilian Angelov (hereinafter "Angelov") is the owner of property located at 23 Ohio Drive, Little Egg Harbor, also known as Block 326.219, Lot 7.01, on the Tax Map of the Township of Little Egg Harbor; and

WHEREAS, a ten foot (10') wide drainage easement lies in and along the boundary of premises at Block 326.219, Lot 7.01, in favor of the Township of Little Egg Harbor as Grantee; and

WHEREAS, Angelov wishes to apply for a General Permit 6 and 15 from the New Jersey Department of Environmental Protection, Coastal Area Facility Review Act (CAFRA), for a Dock and Bulkhead Project (See "Exhibit A", NJDEP Property Owner Certification, and "Exhibit B", NJDEP Permit Plan dated 04/02/22 by MCH Engineering) on his property, that is the subject of the CAFRA General Permit 6 and 15 application (the "Project"); and

WHEREAS, the Township agrees to execute the General Permit 6 and 15 application, as Owner and Grantee of the drainage easement which lies across Block 326.219, Lot 7.01, contingent upon the execution of the within Hold Harmless and Indemnification Agreement by Angelov.

WITNESSETH:

THIS AGREEMENT made this ____ day of _____, 2022, by and between the **TOWNSHIP OF LITTLE EGG HARBOR**, a municipal corporation of the State of New Jersey, having its principal offices located at 665 Radio Road, Little Egg Harbor, New Jersey, 08087, hereinafter referred to as "Township," and **BILIAN ANGELOV** (hereinafter "Angelov"), the owner of property located at 23 Ohio Drive, Little Egg Harbor, New Jersey (Block 326.219, Lot 7.01).

1. INDEMNIFICATION.

- A. To the fullest extent allowable by law, Angelov shall, for itself, its successors, and assigns, hold harmless, indemnify, defend, protect, and

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Rothstein, Mandell, Strohm,
Halm & Cipriani, P.A.
ATTORNEYS AT LAW

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Toms River, NJ 08753

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release Township and their officials, officers, employees, agents, and successors and assigns from and against all suits, causes of action, demands, complaints, liabilities, penalties, costs, losses, damages, judgments, expenses or claims, including reasonable attorney's fees, in any form, arising from the negligence or willful misconduct of Angelov, his contractors, officers, officials, agents, employees, successors or assigns.

- B. Angelov agrees that any contract with contractors, subcontractors, and consultants shall require such contractors, subcontractors, and consultants to defend, indemnify, protect, and hold harmless the Township and release the Township and their officials and employees from and against any suits, claims, demands, or damages of whatever kind or nature arising out of or claimed to arise out of in whole or in part any negligent act, error, or omission of the contractor, subcontractor, consultant, or their agents, subcontractors, servants, and employees in the performance of any work or professional services on the Project or for the benefit of the Project.
- C. Township and Angelov shall, as soon as practicable after a claim has been made against either of them, give written notice thereof to the others, along with full and complete particulars of the claim. If the suit is brought against Township or Angelov, or any of their agents, servants, or employees, the parties shall expeditiously forward or have forwarded to the other every demand, complaint, notice, summons, pleading, or other process received by or then in their possession or the possession of its representatives.
- D. All claims asserted against the Township shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

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2. Angelov agrees that the drainage easement and associated drainage installations located therein shall be completely restored to the same condition as it was prior to Dock and Bulkhead project.
3. Angelov represents that no permanent structures are to be installed within the drainage easement in accordance with Section 215.11.11 of the Township Code except the extension of the Township's drainage pipe upon the installation of the bulkhead as noted on the Project plan (Exhibit B, NJDEP Permit Plan dated 04/02/22 by MCH Engineering). Angelov shall notify the Township Engineer prior to the extension of the Township drainage pipe and installation of the bulkhead so that the Township Engineer may inspect the drainage pipe. Failure to notify the Township Engineer in accordance with this Paragraph may result in Stop Work orders and/or Notices of Violation and/or Summons.
4. Angelov agrees that all work conducted on the property for the Dock and Bulkhead project shall be in performed in accordance with all applicable laws and regulations.
5. This Agreement shall become effective upon full execution by all Parties and shall continue until the expiration of any applicable statutes of limitation as pertains to Paragraph 1 above.
6. This Agreement shall not be assigned by a Party hereto without the prior written consent of the other Party.
7. All of the terms, conditions, and covenants to be observed and performed by the Parties shall be applicable to and binding upon their several successors and assigns, as the case may be.
8. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein. Should one or more

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covenants or conditions be waived by a Party, such waiver shall not be deemed to waive or render unnecessary the consent or approval of the waiving Party to or of any subsequent similar act by the other Party.

9. This Agreement shall be governed by and interpreted in accordance with the Laws of the State of New Jersey and any legal actions filed shall be filed in the courts of the State of New Jersey.
10. This Agreement is not intended to create, and shall not be construed as creating, a legal form of partnership between the Parties to the Agreement.
11. This Agreement contains all the terms and conditions agreed upon by the Parties and supersedes all other negotiations, representations, and understandings of the Parties, oral or otherwise, regarding the subject matter.
12. This Agreement may be amended only by an instrument in writing signed by the Parties and effective as of the date stipulated therein.
13. **ATTACHMENTS** EXHIBIT A – General Permit 6 and 15 Application for Installation of Dock and Bulkhead.
14. By the signatures below, the Parties execute this Agreement and confirm that they are mutually bound by and fully authorized and empowered to enter into and bind their organizations by all provisions contained herein.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

WITNESS & ATTEST:

TOWNSHIP OF
LITTLE EGG HARBOR

_____ By _____
KELLY LETTERA, RMC JOHN KEHM, Mayor
Township Clerk
(Seal)

_____ By  _____
BILIAN ANGELOV

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