

RESOLUTION NO. 2022 -213

**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 CAFRA APPLICATION, AS TO BLOCK
325.113, LOT 1**

WHEREAS, Kathleen and John Webster are the owners of property located at 17 Walkill Road, Little Egg Harbor, also known as Block 325.113, Lot 1, 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 325.113, Lot 1, in favor of the Township of Little Egg Harbor as Grantee; and

WHEREAS, Kathleen and John Webster wish to apply for a General Permit 6 from the New Jersey Department of Environmental Protection, Coastal Area Facility Review Act (CAFRA), for bulkhead construction; and

WHEREAS, the Township agrees to execute the General Permit 6 CAFRA application, as owner and grantee of the drainage easement which lies across Block 325.113, Lot 1, contingent upon the execution of the within Hold Harmless and Indemnification Agreement by Kathleen and John Webster.

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 325.113, Lot 1, hereby authorizes the execution of a General Permit 6 CAFRA Application for bulkhead construction by Kathleen and John Webster, contingent upon the execution by Kathleen and

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Rothstein, Mandell, Strohm,
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ATTORNEYS AT LAW

98 East Water Street
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John Webster of an Indemnification and Hold Harmless Agreement attached hereto as Schedule A.

2. That the governing body hereby further authorizes entering into an Indemnification and Hold Harmless Agreement with Kathleen and John Webster as to the drainage easement on the premises of Block 325.113, Lot 1, attached hereto as Schedule B.

3. That the Mayor is hereby authorized to execute and the Township Clerk to attest, General Permit 6 CAFRA Application for bulkhead construction on behalf of Kathleen and John Webster, and the Indemnification and Hold Harmless Agreement with Kathleen and John Webster as to the drainage easement on the premises of Block 325.113, Lot 1.

4. That a certified copy of this Resolution shall be forwarded to the Administrator, Township Engineer, Abigail Gormley at DuBois & Associates and Kathleen and John Webster.

CERTIFICATION

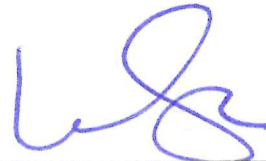
I, **KELLY LETTERA, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on this 8th day of **September, 2022**.

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KELLY LETTERA, RMC
Township Clerk
Little Egg Harbor Township

SCHEDULE A

INDEMNIFICATION and HOLD HARMLESS AGREEMENT

WHEREAS, Kathleen and John Webster (hereinafter “the Websters”) are the owners of property located at 17 Walkill Road, Little Egg Harbor, also known as Block 325.113, Lot 1, 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 325.113, Lot 1, in favor of the Township of Little Egg Harbor as Grantee; and

WHEREAS, the Websters wish to apply for a General Permit 6 from the New Jersey Department of Environmental Protection, Coastal Area Facility Review Act (CAFRA), for a Bulkhead Project (See “Exhibit A”, NJDEP Property Owner Certification, and “Exhibit B”, NJDEP Permit Plan dated April 25, 2022 by MCH Engineering) on their property, that is the subject of the CAFRA General Permit 6 application (the “Project”); and

WHEREAS, the Township agrees to execute the General Permit 6 application, as Owner and Grantee of the drainage easement which lies across Block 325.113, Lot 1, contingent upon the execution of the within Hold Harmless and Indemnification Agreement by the Websters.

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 **KATHLEEN and JOHN WEBSTER** (hereinafter “the Websters”), the owners of property located at 17 Walkill Road, Little Egg Harbor, New Jersey (Block 325.113, Lot 1).

1. INDEMNIFICATION.

- A. To the fullest extent allowable by law, the Websters shall, for itself, its successors, and assigns, hold harmless, indemnify, defend, protect, and release Township and their officials, officers, employees, agents, and successors and assigns from and against all suits, causes of action,

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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 the Websters, their contractors, officers, officials, agents, employees, successors or assigns.

- B. The Websters agree 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 the Websters 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 the Websters, 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. The Websters agree that the drainage easement and associated drainage installations located therein shall be completely restored to the same condition as it was prior to the Bulkhead Project.
3. The Websters represent 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 04/25/22 by MCH Engineering). The Websters shall notify the Township Engineer prior to the extension of the Township drainage pipe and/or 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. The Websters agree that all work conducted on the property for the Bulkhead Project shall be 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



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if such invalid agreements or covenants were not contained herein. Should one or more 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.

ATTACHMENTS

EXHIBIT A – General Permit 6 Application for Installation of Bulkhead.

EXHIBIT B NJDEP Plot Plan by MCH Engineering dated 4/25/22

13. 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

KELLY LETTERA, RMC
Township Clerk
(Seal)

By _____
JOHN KEHM, Mayor

By _____
KATHLEEN WEBSTER

By _____
JOHN WEBSTER

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EXHIBIT A



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: Webster, Kathleen

Applicant's Name: Kathleen Webster

Street Address: 17 Walkill Road

Municipality: Little Egg Harbor Township

County: Ocean County

Zip Code: 08087

Blocks and Lots: Block 325.113, Lot 1

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: Kathleen Webster Date: 4/14/22

Applicant's Signature: Kathleen Webster

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: John Webster Date: 4/14/22
Signature: John M Webster
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: _____

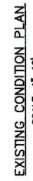
Name of Owner/Easement Holder: _____ Date: _____
Signature: _____
Specific Block(s) and Lot(s) Owned: _____

The map shows the study area in the Pacific Ocean. Key locations labeled include Atafu Island, Nukunono Island, and several points: SUE, Nukunono Point, S. Point, and S. Point. A scale bar indicates distances in kilometers (0 to 100). The map also shows the location of the study site (SUE) relative to various islands and points in the Pacific Ocean.

GENERAL NOTES.

1. THE ABOVE PRICES ARE BASED ON THE ASSUMPTION THAT THE WORK WILL BE DONE IN THE MONTHS OF JANUARY AND FEBRUARY 1982. THE PRICES WILL BE ADJUSTED TO REFLECT THE ACTUAL MONTHS OF CONSTRUCTION. THE PRICES WILL BE ADJUSTED TO REFLECT THE ACTUAL MONTHS OF CONSTRUCTION. THE PRICES WILL BE ADJUSTED TO REFLECT THE ACTUAL MONTHS OF CONSTRUCTION.

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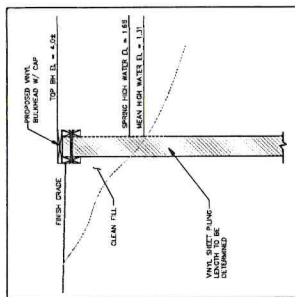


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UNCLAS NOTE
THIS PAGE MAY BE
READ BY THE PUBLIC ON SITE

BUSHHEAD DETAILS BY OTHERS.

- INCIDENTAL SOIL CONCENTRATIONS OF GLAYS FALL FROM AN UPLAND SOURCE ON THE PROPOSED MATERIAL, REPOSED AS PART OF THE BARRIAGE INSTALLATION. PROVIDED SUCH DESIGNATED MATERIAL MEETS THE CRITERIA FOR STRUCTURAL OR NON-STRUCTURAL FILL MATERIALS AND IS HANDLED IN ACCORDANCE WITH APPROVED USE OF DRAINAGE, SOIL MANAGEMENT RULES NAIC 711.
- BARRIAGE SHALL BE ALIGNED AND CONNECT TO THE EXISTING BARRIAGE LOCATED ON LOT 2. A MIN 10' RETURN SHALL BE INSTALLED ALONG THE PROPERTY LINE BETWEEN LOT AND LOT #49 (BLOCK 33114).
- BARRIAGE SHALL BE DESIGNED TO MEET THE DESIGN AND CONSTRUCTION OF THE BARRIAGE SHALL MEET THE REQUIREMENTS OF NAIC 711-13-2. DETAILS SHOWN FOR ILLUSTRATIVE PURPOSES.



TYPICAL CROSS SECTION AT BULKHEAD

LINCOLN, NEB. TOPOGRAPHIC DATA ALONG WITH "REAL DATA" BOUNDARY & PROVIDED BY RONALD W. POST SURVEYING INC., INFORMATION FROM THIS PLAN TAKEN FROM "SURVEY OF PROPERTY" BY

ACI 118

MAILED

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				-NOTICE-	THIS DRAWING AND ALL INFORMATION
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NJDEP PERMIT PLAN

1010 COMMONS WAY, BLD

ACI 118

Digitally signed by Matthew Hockenbury

MAILED

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		-NOTICE-
		THIS DRAWING AND ALL INFORMATION

NJDEP PERMIT PLAN

1010 COMMONS WAY, BLD

ACI 118

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