

RESOLUTION NO. 2023-136

**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 WITH GEORGE WAGER AND
VANESSA GONG AND EXECUTION OF A GENERAL
PERMIT 6 CAFRA APPLICATION AS TO BLOCK
325.86, LOT 16.01**

WHEREAS, George Wager and Vanessa Gong are the owners of property located at 31 Cranbury Lake Drive, Little Egg Harbor, also known as Block 325.86, Lot 16.01, 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 325.86, Lot 16.01, in favor of the Township of Little Egg Harbor as Grantee; and

WHEREAS, George Wager and Vanessa Gong desire to apply for a General Permit 6 from the New Jersey Department of Environmental Protection, Coastal Area Facility Review Act (CAFRA), for bulkhead construction (attached hereto as Exhibit A); and

WHEREAS, the Township agrees to execute the General Permit 6 application, as owners and grantee of the drainage easement which lies across Block 325.86, Lot 16.01, contingent upon the execution of the hold harmless and indemnification agreement by George Wager and Vanessa Gong (attached hereto as Exhibit B).

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 owners of a drainage easement on Block 325.86, Lot 16.01, hereby authorizes the execution of a CAFRA General Permit 6 Application for bulkhead construction by George Wager and Vanessa Gong, contingent upon the execution by

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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

George Wager and Vanessa Gong 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 George Wager and Vanessa Gong as to the drainage easement on the premises of Block 325.86, Lot 16.01.

3. That the Mayor is hereby authorized to execute, and the Township Clerk to attest, CAFRA General Permit 6 Application for bulkhead construction on behalf of George Wager and Vanessa Gong, and the Indemnification and Hold Harmless Agreement with George Wager and Vanessa Gong as to the drainage easement on the premises of Block 325.86, Lot 16.01.

4. That a certified copy of this resolution shall be forwarded to the Township Administrator, Township Engineer, Kim Dixon Environmental Consultant LLC and George Wager and Vanessa Gong.

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 **13th** day of **April, 2023**.

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KELLY LETTERA, RMC
Township Clerk
Little Egg Harbor Township

INDEMNIFICATION and HOLD HARMLESS AGREEMENT

WHEREAS, George Wager and Vanessa Gong (hereinafter "Owners") are the owners of property located at 31 Cranbury Lake Drive, Little Egg Harbor, also known as Block 325.86, Lot 16.01, 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 325.86, Lot 16.01, in favor of the Township of Little Egg Harbor as Grantee; and

WHEREAS, Owners 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", Waterfront Development Plan prepared by TEC Engineering, dated 3/31/2020) 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 325.86, Lot 16.01, contingent upon the execution of the within Hold Harmless and Indemnification Agreement by Owners.

WITNESSETH:

THIS AGREEMENT made this 13th day of April, 2023, 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 **GEORGE WAGER and VANESSA GONG** (hereinafter "Owners"), the owner of property located at 31 Cranbury Lake Drive, Little Egg Harbor, New Jersey (Block 325.86, Lot 16.01).

1. INDEMNIFICATION.

- A. To the fullest extent allowable by law, Owners shall, for itself, its successors, and assigns, hold harmless, indemnify, defend, protect, and release Township and their officials, officers, employees, agents, and

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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 Owners, his contractors, officers, officials, agents, employees, successors or assigns.

- B. Owners 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 Owners 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 Owners, 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.

- 2. Owners agree that the drainage easement and associated drainage installations located therein shall be completely restored to the same condition as it was prior to Bulkhead project.

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3. Owners 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 as noted on the Project plan (Exhibit B, Waterfront Development Plan prepared by TEC Engineering, dated 3/31/2020). Owners shall notify the Township Engineer prior to 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. Owners agree that all work conducted on the property for the 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 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.

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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 Application for Installation of Dock and Bulkhead.

EXHIBIT B - Waterfront Development Plan prepared by TEC Engineering, dated 3/31/2020.

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



KELLY LETTERA, RMC

Township Clerk
(Seal)

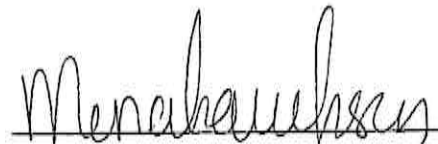
By 

BLAISE SCIBETTA, Mayor



By 

GEORGE WAGER



By 

VANESSA GONG

r|m|sh|c
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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: Proposed Bulkhead

Applicant's Name: George Wager & Vanessa Gong

Street Address: 31 Cranbury Lake Drive

Municipality: Little Egg Harbor Twp.

County: Ocean

Zip Code: 08087

Blocks and Lots: Block 325.86, Lot 16.01

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:

- 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
- Will any part of the project be located within property belonging to the State of New Jersey? ☐ Yes ☒ No
- Does the application include activities on any property owned by any public agency that would be encumbered by Green Acres? ☐ Yes ☒ No
- Does this project require a Section 106 (National Register of Historic Places) Determination as part of a federal approval? ☐ Yes ☒ No

Applicant's Name: George Wager

Applicant's Signature: _____

Date: 8/18/2022

Applicant's Name: Vanessa Gong

Applicant's Signature: _____

Date: 8/18/2022

Applicant's Name: _____

Applicant's Signature: _____

Date: _____

Applicant's Name: _____

Applicant's Signature: _____

Date: _____

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: George Wager

Date: 8/18/22

Signature: [Signature]

Specific Block(s) and Lot(s) Owned: Block 325.86, Lot 16.01

Name of Owner/Easement Holder: Vanessa Gong

Date: 8/18/2022

Signature: [Signature]

Specific Block(s) and Lot(s) Owned: Block 325.86, Lot 16.01

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: _____

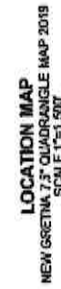
Specific Block(s) and Lot(s) Owned: _____

Name of Owner/Easement Holder: _____

Date: _____

Signature: _____

Specific Block(s) and Lot(s) Owned: _____



- [illegible]

THE SURVEY IS CERTIFIED TO HAVE BEEN CONDUCTED IN ACCORDANCE WITH THE STANDARDS OF LAND SURVEYING PROFESSION AS SET FORTH IN ALL TOWNSHIPS AND REPRODUCED IN THE STATE OF NEW JERSEY. IT IS ONLY CERTIFIED TO:
 - JEROME RABIN AND KENNETH WARDER



T&C Engineering
 Civil, Mechanical, Electrical, Structural, Heavy Industry
 Roseland, New Jersey 07068
 Phone: 781-650-8800
 Fax: 781-650-8801
JAMES GIORDANO, P.E.
 President
 E-mail: jgiordano@tc-engineering.com
 Date: 2002 May 21 12:04:00 PM -0500

NEW HAVEN, CONNECTICUT 06511
 PROFESSIONAL ENGINEER
 No. 26149

Ronald W. Post Surveying, Inc.
 Professional Land Surveyors and Mapping
 1000 Main Street, Suite 200
 Roseland, New Jersey 07068
 Phone: 781-650-8800
 Fax: 781-650-8801
 E-mail: rpost@ronaldwpost.com

NEW HAVEN, CONNECTICUT 06511
 PROFESSIONAL ENGINEER
 No. 26149