



**COUNTY OF WARREN
SIDEWALK AGREEMENT**

THIS AGREEMENT, made this 17 day of August, 2022, by and between the COUNTY OF WARREN, a governmental corporation of the State of New Jersey (hereinafter the "County"), and the BOROUGH OF ALPHA, a municipal corporation of the State of New Jersey (hereinafter the "Municipality").

WHEREAS, the County retains a right-of-way along County Routes #519 & #642, Borough of Alpha, New Jersey (hereinafter the "Right-of-Way"); and

WHEREAS, it is the express policy of the County that municipalities assume ownership, control and responsibility for all sidewalks, coordinating the maintenance and repair through municipal ordinances; and

WHEREAS, for purposes of this Agreement the term "sidewalk" shall mean the improved path for pedestrian use adjacent and parallel to the actual traveled portion of the road and all of the lands, improvements and appurtenances, including, but not limited to, curbs, ramps, graded areas, pedestrian crossing, drainage areas, signs, signals and other features, to pedestrian travel; and

WHEREAS, the Municipality submitted an application for a permit and approval to the placement of sidewalk and related improvements within the Right-of-Way and/or area located along the aforementioned County Routes, as specified in the application, plans and other documentation filed therewith, which are incorporated herein by reference; and

WHEREAS, the County will grant consent, in the form of a Resolution of the Board of County Commissioners, to the construction, installation, operation, maintenance, repair and use of the sidewalk by the Municipality, subject to the condition that the Municipality assume sole ownership and responsibility for the same and to the terms and conditions of this Agreement; and

WHEREAS, both parties agree that construction of the above sidewalk would be in the best interests of the citizens and greatly improves safety; and

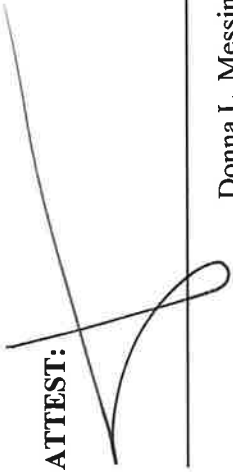
NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. The foregoing recitals, including definitions, are hereby incorporated into this Agreement.
2. Both parties shall review the plans and specifications to ensure that they meet all applicable requirements.

3. The Municipality shall construct or shall contract to have constructed, a sidewalk within the right-of-way along the frontage of the east side of County Route #519 between the intersection of Somerset Street and the traffic signal and the south side of County Route #642 between the intersection of County Route #519 (Third Avenue) and First Avenue. The Municipality shall be solely responsible for the design, construction, inspection, maintenance, snow/ice removal, replacement and repair of the sidewalk and shall have an affirmative obligation, and shall be solely responsible for, repairing, maintaining and keeping free from hazards and defects any and all structures, fixtures, signs, equipment tools, property, appurtenances or other improvements constructed or installed by, or on behalf of the Municipality and for at all times ensuring the same are safe, in good condition and are in accordance with all Federal, State and local requirements.
4. Both parties shall inspect the final construction to ensure that the sidewalk was completed in substantial conformance with the approved plans and specifications.
5. Upon entry into this Agreement, the Municipality shall assume ownership of the sidewalk with all rights and responsibilities accompanying such ownership. The Municipality's responsibilities shall include jurisdiction and control over the maintenance, snow/ice removal, repair and or replacement of said sidewalk. All reconstruction work shall require approval of both the Municipality and the County to ensure coordination of facilities within the public right-of-way.
6. The Municipality, on behalf of itself and its employees, officers, agents, contractors, subcontractors, servants, successors, assigns, designees, guests or invitees, hereby expressly agrees to assume any and all risks of liability for and shall defend, indemnify and hold harmless, and hereby releases the County, its elected officials, officers, employees, agents, attorneys, insurers, servants, successors, assigns, designees, guests and invitees of, from and against any and all claims, demands, suits, actions, at law equity or otherwise, recoveries, judgments, arbitration determinations, losses, damages, injuries, liabilities, costs and expenses, including, but not limited to attorney's fees and reasonable investigation expenses, of whatever nature, arising out of, resulting from or alleged to arise out of or result from, or incident to, Municipality's use of the Right-Of-Way, acts or omissions relating to this Agreement, the construction, installation, maintenance, design, repair, replacement or inspection of the sidewalk, appurtenance or related improvements, any condition or action occurring or existing on any sidewalk, structure, fixture, equipment, appurtenance, property and improvement installed, constructed, maintained, designed or owned by the Municipality or any part of the property within the Right-Of-Way on which the same are located. The Municipality also expressly agrees to assume any and all risks of liability for and shall defend, indemnify and hold harmless, and hereby releases the County and each and every of its elected officials, officers, employees, attorneys, insurers, agents, servants, successors, assigns, designees, guests and invitees of, from and against any and all claims, demands, suits, actions, recoveries, judgments, losses, damages, injuries, liabilities, costs and expenses, including, but not limited to attorney's fees and reasonable investigation expenses, arising out of allegations that the County was negligent, or otherwise liable, in providing authorization under this Agreement to the Municipality.
7. This Agreement contains the entire understanding of the parties. It may not be changed, amended or modified orally, but only by an agreement in writing signed by all parties.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

ATTEST:



Donna L. Messina, Clerk

Borough of Alpha

BY: 

Bob Melick, Council President

COUNTY OF WARREN

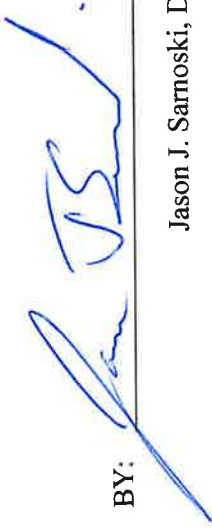
BOARD OF COUNTY COMMISSIONERS

ATTEST:



Alex J. Lazorisak, Clerk

BY:



Jason J. Sarnoski, Director

ACKNOWLEDGMENT

STATE OF NEW JERSEY,

COUNTY OF WARREN


SS:

I CERTIFY that on 8/12/22, Bob Melick, Council President, Borough of Alpha,

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- a. is named in and personally signed this Agreement; and
- b. executed this Agreement as his or her own act; and
- c. made this Agreement for NO CONSIDERATION.

(Such consideration is defined in N.J.S.A. 46:15-5)



(Name and Title) Dorena L. Messine
Municipal Clerk

I CERTIFY that on September 14, 2022, Jason J. Sarnoski, Director, of the Board of Commissioners of the County of Warren personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- a. is named in and personally signed this Agreement; and
- b. executed this Agreement as his or her own act; and
- c. made this Agreement for NO CONSIDERATION.

(Such consideration is defined in N.J.S.A. 46:15-5)

Tracy L. Matlogk
 (Name and Title)

TRACY L. MATLOGK
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 8/12/2024
 No. 2388480

RECORD AND RETURN TO:
 Warren County Engineer's Office
 165 County Route #519 South
 Belvidere, NJ 07823