

R2022-59

RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF PHILLIPSBURG AND THE PHILLIPSBURG HOUSING AUTHORITY FOR THE USE OF FACILITIES AT THE PHILLIPSBURG HOUSING AUTHORITY

WHEREAS, the Town of Phillipsburg and the Phillipsburg Housing Authority have determined it is in the public interest to enter into an agreement to provide a meeting space at the Phillipsburg Housing Authority for use by the Town for Council meetings; and

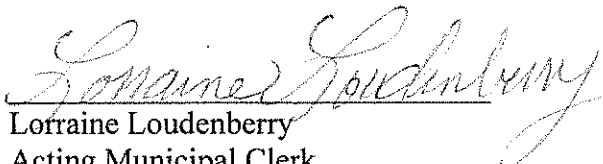
WHEREAS, the parties have negotiated an agreement in the form attached hereto establishing the scope duties, terms and conditions as set forth therein.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council, Town of Phillipsburg, County of Warren, State of New Jersey, the memorandum of agreement for the provision of use of facilities between the Town of Phillipsburg and the Phillipsburg Housing Authority in the form attached hereto is hereby authorized and approved.

BE IT FURTHER RESOLVED, that the Mayor and Acting Municipal Clerk are hereby authorized and directed to execute and attest to the agreement in a form attached hereto.

CERTIFICATION

I, Lorraine Loudenberg, Acting Municipal Clerk for the Town of Phillipsburg, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Town Council at their March 01, 2022 meeting.


Lorraine Loudenberg
Acting Municipal Clerk



530 Heckman St.
Phillipsburg, NJ 08865
Phone: (908) 859-0122
www.phillipsburgha.com

**MEMORANDUM OF AGREEMENT
BETWEEN
THE PHILLIPSBURG HOUSING AUTHORITY
AND
THE TOWN OF PHILLIPSBURG**

This Memorandum of Agreement (“MOA”) is entered into this 22nd day of February, 2022 (“Effective Date”) by and between the Phillipsburg Housing Authority (“Authority”) and the Town of Phillipsburg (“Town”) to memorialize the understanding for the Town to utilize the Authority’s Community Building for the purpose of conducting Town Council meetings.

WITNESSETH

WHEREAS, the Authority is a municipal authority of the Town of Phillipsburg in the State of New Jersey and owning property commonly known as the Community Building located at 535 Fisher Avenue, Phillipsburg, NJ 08865 (“Community Building”); and

WHEREAS, the Town is a municipal corporation in the State of New Jersey and seeks to utilize the Authority’s Community Building to conduct its Town Council meetings; and

WHEREAS, the Authority and Town seek to enter into this MOA to memorialize the terms and conditions of the Town’s use of the Community Building.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and inconsideration of the mutual covenants and obligations hereinafter set forth, the Authority and the Town hereby agree to and with each other as follows:

1. Use of Premises

1.1 The Town Council, Mayor, employees, and public may enter on, occupy, and use the Community Building for the Town Council meetings.

1.2 It is expressly understood that this MOA does not in any way whatsoever grant or convey a permanent easement, lease, fee, or other interest in the Community Building to the Town.

2. Payment

There shall be no cost to the Town or its residents for the use of the Community Building under this MOA.

3. Term

This MOA shall commence upon the Effective Date and extend for a term of One Year expiring February 28, 2023. This MOA may be extended, in writing, upon agreement of the Authority and the Town.

4. Insurance

The Authority shall maintain property insurance for the Community Building.

5. Indemnification

The Town acknowledges that it is responsible for and shall indemnify and hold the Authority and its Commissioners, employees, agents, and servants harmless for personal injuries and property damage caused by the negligent and willful acts of the Town, its officials, employees, representatives, or agents which occur as a result of the Town's use of the Community Building under this MOA.

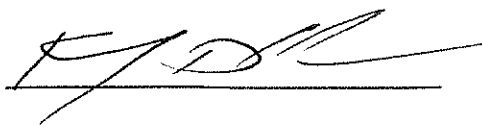
6. Entire Agreement

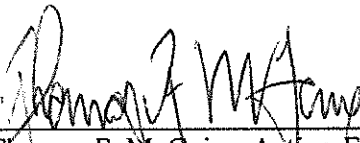
This MOA shall constitute the entire agreement between the Authority and the Town and any prior understanding or representation of any kind preceding the Effective Date shall not be binding upon either party except to the extent incorporated in this MOA. This MOA may not be amended, modified, superseded, canceled, renewed, or extended, and the terms and conditions hereof may not be waived, except by a written instrument signed by the Authority and the Town or, in the case of a waiver, by the party making such waiver.

IN WITNESS WHEREOF, the Authority and the Town hereto sign this MOA as of the date set forth above.

Witness:


PHILLIPSBURG HOUSING AUTHORITY




Thomas F. McGuire, Acting Executive Director

Witness:

TOWN OF PHILLIPSBURG


Lorraine Loudenberry, Acting Mun. Clerk


Todd M. Tersigni, Mayor



KEYS

Phillipsburg Housing Authority 530 Heckman Street Phillipsburg NJ 08865

I am accepting the following item from the Phillipsburg Housing Authority (PHA) and will be the person responsible for them. I will ensure the keys are returned if I am no longer the Town Clerk, if I am no longer employed with the Town of Phillipsburg or if meetings are no longer held at the PHA community building.

- (1) Key fob for access to the PHA community building # 35571
- (2) Key for access to PHA Envision rooms within the community building #3

Lorraine Loudenberg

Print Name

Lorraine Loudenberg

Signature

Date: 3/15/22

Kevin J DeGeralamo

Witness Name

[Signature]

Witness Signature