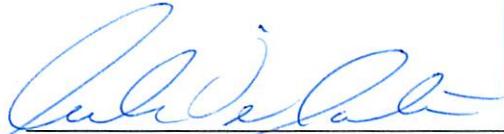


**RESOLUTION OF THE MAYOR AND BOROUGH COUNCIL
OF THE BOROUGH OF MOUNT ARLINGTON, IN THE COUNTY OF
MORRIS, NEW JERSEY, AUTHORIZING EXECUTION OF AN
INTERLOCAL SERVICES AGREEMENT BETWEEN THE BOROUGH OF
MOUNT ARLINGTON AND THE TOWNSHIP OF ROXBURY FOR FIRE
HYDRANT MAINTENANCE AND SERVICE**

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Mount Arlington, County of Morris, State of New Jersey, that the Mayor is authorized to execute an Agreement between the Borough of Mount Arlington and the Township of Roxbury for Fire Hydrant Maintenance and Service.

This Resolution shall take effect immediately.

I hereby certify this to be an accurate and true resolution as approved by the Mayor and Borough Council at a Meeting held on November 1, 2016.



Linda DeSantis, RMC
Borough Clerk

**INTERLOCAL SERVICES AGREEMENT BETWEEN THE BOROUGH OF MOUNT ARLINGTON AND THE
TOWNSHIP OF ROXBURY FOR FIRE HYDRANT MAINTENANCE AND SERVICE**

This interlocal services agreement is made on this _____ day of _____, 2016 by and between

THE BOROUGH OF MOUNT ARLINGTON, a Municipal Corporation in the County of Morris and State of New Jersey, with offices at 419 Howard Boulevard, Mount Arlington New Jersey, 07856, hereinafter referred to as "the Borough"

AND

THE TOWNSHIP OF ROXBURY, a Municipal Corporation in the County of Morris and State of New Jersey with offices at 1715 Route 46, Ledgewood, New Jersey, 07852, hereinafter referred to as "the Township"

WHEREAS, the Borough and the Township have each constructed and maintain a municipal water main system to provide water supply and fire protection services to properties located within portions of their respective boundaries; and

WHEREAS, both the Borough and the Township have duly entered into a potable water supply and service agreement with the Morris County Municipal Utilities Authority (MCMUA); and

WHEREAS, the MCMUA supplies the Borough and the Township with potable water; and

WHEREAS, due to the dictates of geography the water main system maintained by the Borough supplies areas located within the boundaries of Roxbury Township; and

WHEREAS, due to the dictates of geography the water main system maintained by the Township supplies areas located within the boundaries of the Borough of Mount Arlington; and

WHEREAS, the parties have heretofore entered into a letter of intent concerning the potable water supply and fire protection from the MCMUA through the interceptor transmission main to the Borough and Township; and

WHEREAS, the parties wish to formalize their agreement pursuant to law;

NOW, THEREFORE, the parties intending to be bound do hereby agree as follows:

1. The recital clauses set forth herein above are hereby made an integral part of this agreement.
2. This agreement is being made pursuant to the Interlocal Services Act, N.J.S.A. 40:8A-1 et seq. wherein any municipalities may enter into an agreement to perform or provide any service for the other municipality as allowed by law.
3. The parties agree that there are certain fire hydrants located in the Borough which are along the water system operated by the Township, as there are certain fire hydrants in the Township which are along the water system operated by the Borough. These are illustrated on the

attachment prepared by H2M Associates, Inc., dated November 1, 2016, entitled "Interlocal Hydrant Map", which is attached hereto and made a part hereof and referred to as "Exhibit A".

4. The parties agree to maintain in good working order the aforementioned inter-municipal fire hydrants and fire flow provision at all times. The maintenance schedule is to include at a minimum:
 - a. Annually tested for pressure
 - b. Hydrant valves are to be flexed twice annually;
 - c. Replacement of any hydrants, associated valves and/or fittings are to be consistent with the Borough of Mount Arlington Standards and Roxbury Township Standards, respective of location.
5. The parties agree the qualifying fire hydrants are hereby established and regulated by this agreement to be those maintained along the water main under the jurisdiction of either municipality services areas wholly within the other municipality. As of this agreement date, there are fourteen (14) hydrants located within the Borough of Mount Arlington maintained by Roxbury Township, as set forth on Exhibit B; and thirteen (13) hydrants in Roxbury Township maintained by the Borough of Mount Arlington, as set forth on Exhibit C.
6. The parties agree that in the event the number of hydrants is to be revised by either municipality for whatever cause, notice is to be provided to the municipality receiving service prior to addition/removal of the subject hydrant(s). There is to be no service charge applicable for hydrant number additions without acknowledgement and agreement by both municipalities.
7. The parties hereby agree to maintain all expenses incurred by members of its Public Works/Water Department(s) for fire hydrant maintenance and fire flow provisions rendered within or without the boundaries of these communities as agreed. The annually based fee for reimbursement of service to the fire hydrants is given in Mount Arlington Borough Code Chapter 175, Water, Section 175-25, Use of Hydrants, Mains or Pipes; and Chapter A210 of the Borough Code entitled "Fees".
8. The parties hereby agree that any revision to the fee structure shall only become effective upon agreement by both parties for the coming year.
9. This agreement shall become effective upon the adoption of reciprocal Resolutions by the Township and the Borough pursuant to the provisions of N.J.S.A. 40:8A-4. Copies of this agreement shall be on file with the respective Clerk of each of the parties hereto. As the water system within each municipality is operational, the effective date of this Agreement for purposes of apportioning the parties' respective obligations hereunder shall be _____.
10. This agreement shall have no fixed date of termination pursuant to N.J.S.A. 40:8A-6a(4). However, in the event of a substantial change in conditions including any change in law or regulation affecting municipal water systems, either part may request a change in this agreement of the other party which request shall not be unreasonable denied by the other party. In the event that the parties cannot agree on any necessary change in this agreement, the parties agree that they shall submit any such dispute to binding arbitration. In no event shall either part cause a disruption in the fire protection so that the public health, safety and welfare shall at all times be maintained under this agreement.

11. The effective date of this agreement shall be _____, irrespective of the actual execution date of this agreement.
12. This agreement may be amended at any time by the mutual consent of the parties however; any such amendment shall not be effective until actually ratified by Resolution duly adopted by the respective Governing Body's of each party hereto.

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

Attest:

Borough of Mount Arlington

Linda DeSantis, Borough Clerk

Michael Stanzilis, Mayor

Attest:

Township of Roxbury

Amy Rhead, Township Clerk

Jim Rilee, Mayor

Exhibit B

Located in Mt. Arlington, Maintained by Roxbury		
No.	Block	Lot
1	96	7
2	103	2
3	104	4
4	104	19
5	104	25
6	105	5
7	106	17
8	107	10
9	107	18
10	108	7
11	108	15
12	112	22
13	114	7
14	126	19

Exhibit C

Located in Roxbury, Maintained by Mt. Arlington		
No.	Block	Lot
1	8901	2.01
2	8901	10
3	8901	12
4	12401	1 (North)
5	12401	1 (South)
6	13201	1
7	13201	5
8	13401	5
9	12201	1.0102 (North)
10	12201	1.0102 (South)
11	12201	1.0102 (Back)
12	12201	1
13	12201	1.0101

**A RESOLUTION OF THE MAYOR AND BOROUGH COUNCIL OF
THE BOROUGH OF MOUNT ARLINGTON, IN THE COUNTY
OF MORRIS, NEW JERSEY, AUTHORIZING EXECUTIVE SESSION**

WHEREAS, N.J.S.A. 10:4-12 allows for a Public Body to go into closed session during a Public Meeting, and

WHEREAS, the Mayor and Borough Council of the Borough of Mount Arlington have deemed it necessary to go into closed session to discuss certain matters which are exempted from the Public; and

WHEREAS, the regular meeting of the Mayor and Borough Council will reconvene thereafter;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Borough Council of the Borough of Mount Arlington will go into closed session for the following reason(s) as outlined in N.J.S.A. 10:4-12:

_____ Any matter which, by express provision of Federal Law, State Statute or Rule of Court shall be rendered confidential or excluded from discussion in public:

_____ Any matter in which the release of information would impair a right to receive funds from the federal government;

_____ Any matter the disclosure of which constitutes an unwarranted invasion of individual privacy;

_____ Any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body;

_____ Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of bank rates or investment of public funds where it could adversely affect the public interest if discussion of such matters were disclosed;

_____ Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection;

_____ Any investigations of violations or possible violations of the law;

XX Any pending or anticipated litigation or contract negotiation in which the public body is or may become a party. Any matters falling within the **attorney-client privilege**, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a