

RESOLUTION 2021 – 58

**RESOLUTION OF THE MAYOR AND BOROUGH COUNCIL OF THE
BOROUGH OF MOUNT ARLINGTON, IN THE COUNTY OF MORRIS,
STATE OF NEW JERSEY, AUTHORIZING EXECUTION OF AN
AGREEMENT BY AND BETWEEN THE MORRIS COUNTY MUNICIPAL
UTILITIES AUTHORITY AND THE BOROUGH OF MOUNT ARLINGTON
FOR NOLAN'S RIDGE COMBINATION VACUUM / AIR RELIEF VALVE**

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 by and Between the Morris County Municipal Utilities Authority and the Borough of Mount Arlington for Nolan's Ridge Combination Vacuum / Air Relief Valve.

This Resolution shall take effect immediately.

I HEREBY CERTIFY this to be a true and correct Resolution of the Mayor and Borough Council at a Meeting held on April 6, 2021.


Matthew N. Bansch, Borough Clerk

**NOLAN'S RIDGE COMBINATION VACUUM / AIR RELIEF VALVE AGREEMENT
BY AND BETWEEN
THE MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY
AND THE BOROUGH OF MOUNT ARLINGTON**

This Agreement made and dated as of the 6th day of April, 2021 (the "Effective Date") between **THE MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY**, having an office at 214A Center Grove Road, Randolph, New Jersey 07869 50 Polhemus Lane, Bridgewater, New Jersey 08807 ("**MCMUA**") a public body organized and existing pursuant to the provisions of the Municipal And County Utilities Authorities Law, N.J.S.A. 40:14B-1 et seq.;

AND

The **BOROUGH OF MOUNT ARLINGTON** having a municipal address of 419 Howard Boulevard, Mount Arlington, New Jersey 07856 (the "**Borough**") a municipal corporation of the State of New Jersey, situate in the County of Morris.

WITNESSETH

WHEREAS, on September 2, 2021, the MCMUA executed a contract with Hutton Construction, having an address of 41 Village Park Road, Cedar Grove, New Jersey 07009 ("**Hutton Construction**") for the Nolan's Ridge Combination Vacuum / Air Relief Valve Project (the "**Project**"); and

WHEREAS, upon completion of the Project, the Borough shall own, operate and maintain the Nolan's Ridge Combination Vacuum / Air Relief Valve, chamber, piping and all necessary accessories and appurtenances installed by Hutton Construction at its sole cost.

ARTICLE I

TERM AND OBLIGATION OF PARTIES

Section 101. Term. The term of this Agreement shall commence upon the Effective Date and shall continue for the lifespan of the Nolan's Ridge Combination Vacuum / Air Relief Valve, chamber, piping and all necessary accessories and appurtenances installed by Hutton Construction pursuant to the Project. Upon the expiration of the term of this Agreement there shall be no obligation on behalf of the MCMUA to replace the Nolan's Ridge Combination Vacuum / Air Relief Valve, chamber, piping and all necessary accessories and appurtenances installed by Hutton Construction.

Section 102. Obligations of Parties. In consideration of MCMUA's payment for the Project installed by Hutton Construction, upon completion of the Project and final payment by MCMUA to Hutton Construction, the Borough shall own, operate and maintain at Borough's sole cost, the Nolan Ridge Combination Vacuum / Air Relief Valve, chamber, piping and all necessary accessories that were installed by Hutton Construction. Any manufacturer's warranty provided pursuant to the Project shall be assigned to the Borough upon completion of the Project. The obligations of the Borough and the MCMUA in this Agreement are in addition to all other obligations set forth in any and all other agreements, service contracts and amendments by and between MCMUA and the Borough which shall remain in full force and effect.

Section 103. Indemnification. The Borough shall indemnify and save harmless the MCMUA, Board Members, officials, employees, agents, advisors, consultants and contractors (the "Indemnified Parties") against all liabilities, judgments, costs, damages, liabilities, interest, expenses and attorneys' fees for loss, damage or injury to person or property resulting from the actions or omissions of the Indemnified Parties as it relates in any way, whether known or unknown, as to this Agreement.

Section 104. Release. The Borough hereby irrevocably and unconditionally releases and forever discharges the MCMUA, its Board Members, officials, employees, agents, advisors, consultants and contractors (the "Released Parties") against all liabilities, judgments, costs, damages, liabilities, interest, expenses and attorneys' fees for loss, damage or injury to person or property resulting from the actions or omissions of the Released Parties as it relates in any way, whether known or unknown, as to this Agreement and for any failure of operation of the Project.

ARTICLE II

MISCELLANEOUS

Section 201. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of New Jersey.

Section 202. Assignment. This Agreement shall not be assigned by either the MCMUA or the Borough without the written consent of both the MCMUA and the Borough.


Section 203. Severability of Invalid Provision. If any one or more of the covenants or agreements provided in the Agreement to be performed should be contrary to law, then such covenant or covenants, agreement or agreements shall be deemed separable from the remaining covenants and agreements, shall in no way affect the validity of the other provisions of the Agreement.

Section 204. Execution in Counterparts. This Agreement may be executed in any number of counterparts and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

Section 205. Electronic Signatures. The execution and delivery of this Agreement may be conducted by electronic means in accordance with the Uniform Electronic Transmission Act, N.J.S.A. 12:12-1 et seq.


IN WITNESS WHEREOF, the Parties have caused their respective corporate seals to be hereunto affixed and attested and these presents to be signed by the respective officers thereunder duly authorized and this Agreement to be dated as of the day and year first above written as the Effective Date:

ATTEST:



MARJORIE PALMER, SECRETARY

MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY

By: 

LARRY S. GROFF, EXECUTIVE DIRECTOR

ATTEST:



BOROUGH OF MT. ARLINGTON

By: 

STATE OF NEW JERSEY)
) **ss:**
COUNTY OF MORRIS)

I CERTIFY that on April 14, 2021, Larry Sweet

personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the ~~Chairperson~~^{*DIRECTOR*} of the Morris County Municipal Utilities Authority ("MCMUA") named in this document;
- (b) this document was signed and delivered by the MCMUA as its voluntary act duly authorized by a proper resolution of the MCMUA; and
- (c) this person signed this proof to attest to the truth of these facts.

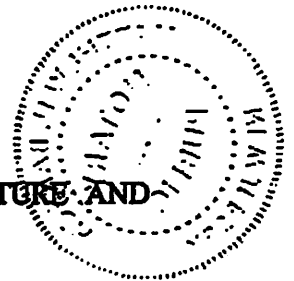
Larry Kalitka

Name: *LARRY KALITKA*
Title: *Treasurer*

Signed and sworn to before me
on April 14, 2021
Marilyn Regner

Notary Public

MARILYN REGNER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires November 29, 2025



[TO BE SIGNED BY THE WITNESS TO THE CHAIRPERSON'S SIGNATURE AND NOTARIZED]

STATE OF NEW JERSEY)

ss:

COUNTY OF MORRIS)

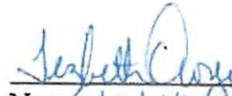
I CERTIFY that on April 6th, 2021, Michael Stanzis

personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Mayor of the Borough of Mount Arlington (the "Borough") named in this document;

(b) this document was signed and delivered by the Borough as its voluntary act duly authorized by a proper resolution of the Borough; and

(c) this person signed this proof to attest to the truth of these facts.



Name: Elizabeth Dwyer

Title: Assistant Borough Clerk

Signed and sworn to before me
on April 6th, 2021



Notary Public

MATTHEW N. BANSCH
NOTARY PUBLIC OF NEW JERSEY
Commission # 60109011
My Commission Expires 7/24/2024

[TO BE SIGNED BY THE WITNESS TO THE MAYOR'S SIGNATURE AND NOTARIZED]