

**RESOLUTION 2023 – 162**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF  
MOUNT ARLINGTON, COUNTY OF MORRIS, STATE OF NEW JERSEY,  
AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE LAKE  
HOPATCONG COMMISSION TO REIMBURSE EXPENSES ASSOCIATED WITH  
STORMWATER SEDIMENT REMOVAL IN THE MAXIMUM AMOUNT OF \$5,017.50**

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Mount Arlington, County of Morris, State of New Jersey, that that the Mayor is hereby authorized to execute said agreement between the Lake Hopatcong Commission and the Borough of Mount Arlington to reimburse expenses associated with stormwater sediment removal in the maximum amount of \$5,017.50.

**I HEREBY CERTIFY** this to be a true and correct Resolution of the Mayor and Council of the Borough of Mount Arlington, and adopted on November 8, 2023.

A handwritten signature in black ink, appearing to read "M. N. Bansch", is written over a horizontal line.

Matthew N. Bansch, Borough Clerk

**AGREEMENT TO REIMBURSE EXPENSES ASSOCIATED WITH STORMWATER  
SEDIMENT REMOVAL IN THE MAXIMUM AMOUNT OF \$5,017.50**

**between**

**THE LAKE HOPATCONG COMMISSION**

P.O. Box 8519  
260 Lake Boulevard  
Landing, New Jersey 07850

**and**

**BOROUGH OF MOUNT ARLINGTON**

419 Howard Boulevard  
Mount Arlington, New Jersey 07856

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**THIS AGREEMENT** (this “Agreement”), effective November 8, 2023, is made by and between the Lake Hopatcong Commission (the “Commission”), with its principal office located at 260 Lakeside Boulevard, Landing, New Jersey 07850 and the Borough of Mount Arlington (the “Borough”), with its principal office located at 419 Howard Boulevard, Mount Arlington, New Jersey 07856.

**WHEREAS**, the Commission applied for and received a grant from the New Jersey Department of Environmental Protection (Grant Identifier: Lakes-2022-LHC-00033), which said grant funds are to be utilized for projects related to the improvement of existing stormwater infrastructure and the implementation of measures to control Harmful Algae Blooms (“HABs”) (the “Grant”); and

**WHEREAS**, the Commission has encouraged the four municipalities (Jefferson, Hopatcong, Mt. Arlington and Roxbury) and two counties (Sussex and Morris) within which Lake Hopatcong is located to assist sediment removal at specific outfall locations surrounding Lake Hopatcong within each respective municipality/county to further the purposes associated with the Grant and;

**WHEREAS**, in furtherance of the above and in connection with the Grant application, the Commission requested and received from each municipality/county a proposal for sediment removal services at three priority outfall locations within their respective municipality/county (the “Scope of Services”) along with a written estimate of the total cost associated with the Scope of Services (the “Estimate”); and

**WHEREAS**, the Commission has agreed to reimburse each participating municipality for the costs associated with the Scope of Services up to a maximum amount as set forth in this Agreement; and

**WHEREAS**, the Borough of Mount Arlington has agreed to participate in sediment removal as set forth in the Scope of Services in accordance with the terms and conditions set forth herein.

**NOW WHEREFORE**, in consideration of one dollar (\$1.00) and the mutual covenants, terms, conditions, promises and obligations contained herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows.

1. **Scope of Work/Estimates of Costs Associated Therewith.** By entering into this Agreement, the Commission acknowledges that it has accepted the Borough's Scope of Services and Estimate of \$5,017.50 to complete sediment removal services at Mount Arlington Beach. The Borough shall commence the sediment removal services outlined in the Scope of Service on November 1, 2023 and the sediment removal services outlined in the Scope of Services shall be completed by or before December 15, 2023.

2. **Reimbursement/Maximum Reimbursement.** In order to claim reimbursement for the expenses incurred in connection with the sediment removal services set forth in the Scope of Services, the Borough must satisfactorily complete the soil sediment removal services outlined in the Scope of Services, submit appropriate documentation (invoices etc.) to the Commission outlining any and all expenses incurred and the services associated with such expenses no later than January 15, 2024 and otherwise comply with any and all other obligations contained in this Agreement. Upon receipt of satisfactory documentation and compliance with all other obligations hereunder, the Commission will reimburse the Borough pursuant to the invoices submitted within thirty (30) days of reimbursement from the NJDEP). **Under no circumstances shall the Borough be reimbursed for any amounts in excess of those set forth in the Estimate. It is expressly acknowledged by the Borough that any amounts incurred in excess of the Estimate shall be the shall responsibility of the Borough and shall not be subject to reimbursement under this Agreement.** Notwithstanding the foregoing and without imposing any obligation on the Commission, the Commission may consider reimbursement through the Grant for any amounts in excess of the Estimate incurred by the Borough in the event there is a budget surplus after completing the project associated with the Grant.

3. **Additional Sediment Removal Services.** The limitations imposed by Section 2 hereinabove notwithstanding, the Commission encourages the Borough to perform and complete the sediment removal work necessary to achieve the Commission's goal of completing the sediment removal at all at the outfall locations around Lake Hopatcong.

4. **Miscellaneous.**

a. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect. The Parties hereto represent to each other that they fully understand the terms and conditions of this Agreement and agree to be bound by the same pursuant to the rules, regulations and the laws of the State of New Jersey.

b. Subject to any provisions hereof restricting assignment, the Agreement shall be binding upon the parties hereto and shall inure to the benefit of the parties and their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns.

c. This Agreement shall not be amended, altered or modified except by an instrument in writing duly executed by the parties hereto. Neither the waiver by either of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

d. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

e. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of New Jersey (but not including any choice of law rule thereof that would cause the laws of another jurisdiction to apply).

f. This Agreement constitutes the entire agreement between the parties regarding the subject matter set forth herein and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they related in any way to the subject matter hereof.

g. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement. This Agreement shall become effective upon the execution and delivery of a counterpart hereof by each of the parties hereto. Delivery by telecopier or by electronic or digital transmission in PDF format of an executed counterpart of a signature page to this Agreement or any notice, communication, agreement, certificate, document or other instrument in connection herewith shall be effective as delivery of an executed original counterpart thereof.

**IN WITNESS THEREOF**, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper officers.

**WITNESS:**

**LAKE HOPATCONG COMMISSION**

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By:

\_\_\_\_\_  
H. Ronald Smith, Chairman

**BOROUGH OF MOUNT ARLINGTON**



Name: Matthew N. Bansch

Title: Borough Clerk

By:



Name: Michael Stanzilis

Title: Mayor