

**R-139-20**

**AN INTERLOCAL SERVICES AGREEMENT BETWEEN THE BOROUGH OF WHARTON AND THE BOROUGH OF MOUNT ARLINGTON FOR THE PURPOSE OF PUBLIC WORKS ADMINISTRATION SERVICES**

THIS AGREEMENT, made this 7th day of December, 2020 between the BOROUGH OF WHARTON, hereinafter referred to as "WHARTON" and the BOROUGH OF MOUNT ARLINGTON, hereinafter referred to as "MOUNT ARLINGTON".

WHEREAS, pursuant to Interlocal Services Act, N.J.S.A. 40:8A-1 et seq., local units may join together to provide authorized services for each other; and

WHEREAS, Wharton and Mount Arlington desire to join together in an agreement whereby Wharton will provide Public Works Administration Services to Mount Arlington; and

WHEREAS, this agreement must be authorized by a Resolution adopted by the Mayor and Borough Council of Wharton, and a Resolution adopted by the Mayor and Borough Council of Mount Arlington; and

WHEREAS, the necessary resolutions have been adopted prior to the execution of this agreement:

WITNESSETH, that Wharton and Mount Arlington hereby agree as follows:

1. Wharton agrees to provide Public Works Administration Services to Mount Arlington as set forth in this Agreement.
2. Mount Arlington will compensate Wharton based upon actual time spent by the Director of Public Works and the Water/Sewer Operator at the following hourly rates:

- a. Director of Public Works                      \$ 62.31
  - b. Water/Sewer Operator                      \$ 50.18
- 3. The consideration received under this Agreement shall serve as payment for overhead expenses incurred by Wharton for payroll expenses, payroll taxes, insurance, wireless telephone, telephone, gasoline, vehicle and other incidental administrative costs.
- 4. Payment shall be made on a monthly basis after an accounting of time is presented to Mount Arlington.
- 5. Office hours maintained in Mount Arlington will be determined and agreed upon by the Mount Arlington and Wharton Administrators.
- 6. Types of services to be provided under this Agreement:
  - a. Coordination of public works efforts
  - b. Preparation of annual budget and capital needs
  - c. Develop and maintain a maintenance schedule for vehicles
  - d. Identify roads in need of repair
  - e. Coordinate activities with the Borough Engineer
  - f. Stormwater Management Activities
  - g. Maintenance and oversight of the Water and Sewer system
  - h. Other duties designated by the Mount Arlington Administrator, Mayor, and Council.
- 7. This Agreement shall be effective on the date of execution and shall be for the calendar year January 1, 2021 through December 31, 2021. Thereafter, the contract shall be automatically renewable, unless terminated in accordance with the procedure set forth below.
- 8. Wharton and Mount Arlington reserve the right to renegotiate this Agreement at any time during the life of the Agreement for the purpose of the annual cost of the contract. If the parties are unable to reach a satisfactory agreement as to a renegotiated annual cost, Wharton and Mount Arlington reserve the right to terminate this Agreement upon written notice by either party.

9. This Agreement will be extended on a year to year basis, unless notice is given by either Wharton or Mount Arlington of their desire to terminate or modify the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized proper officers and their proper seals affixed hereto all on the day and year first above written.

BOROUGH OF WHARTON  
COUNTY OF MORRIS  
STATE OF NEW JERSEY

ATTEST:

\_\_\_\_\_  
Robin Ghebreel, Deputy Borough Clerk

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William J. Chegwiddden, Mayor

BOROUGH OF MOUNT ARLINGTON  
COUNTY OF MORRIS  
STATE OF NEW JERSEY

ATTEST:

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Matt Bansch, Borough Clerk

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Michael Stanzillis, Mayor