

Monday, September 12, 2022

RESOLUTION NO.

133-22

Offered by Councilor Seconded by Councilor

MORROW MEYER

Resolution Accepting Proposal of the Township of Montclair for Interlocal Government Service for Fire Suppression Services and Approving the Execution of an Interlocal Government Service Agreement with The Township of Montclair for Fire Suppression Services in Form and Substance Consistent Therewith

WHEREAS, the Mayor and the Borough Council of the Borough of Glen Ridge are obliged to provide the residents of Glen Ridge with the most effective level of fire suppression services delivered in the most efficient manner; and

WHEREAS, in furtherance of the foregoing, the Borough of Glen Ridge sought proposals for Interlocal Government Service for fire suppression services as well as supplemental proposals for the use of recreational facilities and fields; and

WHEREAS, bids were received and opened on August 18, 2022; and

WHEREAS, the Township of Montclair, New Jersey submitted the lowest responsible bid as evidenced by its proposal for Fire Suppression Services ("Montclair's Proposal"), a copy of Montclair's Proposal being attached hereto as Attachment 1; and

WHEREAS, no supplemental bid for use of recreational facilities and fields was submitted; and

WHEREAS, the Mayor and the Borough Council have determined that an "Inter Local Government Services Agreement" with the Township of Montclair for the fire suppression services set forth in Montclair's Proposal will provide an excellent level of fire services to the residents of Glen Ridge at a reasonable cost and is in the best interests of the Borough of Glen Ridge; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and the Borough Council of the Borough of Glen Ridge, in the County of Essex and in the State of New Jersey, that Glen Ridge accept Montclair's Proposal as authorized and allowed by N.J.S.A. 40-8a-1, *et seq.*; and

BE IT FURTHER RESOLVED, that Glen Ridge is authorized to execute the aforementioned "Inter Local Government Services Agreement" substantially in the form attached hereto as Attachment 2, the foregoing being approved by the Mayor and the Borough Council under the authority of, and in accordance with, N.J.S.A. 40-8a-1, *et seq.*; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Administrator are hereby authorized finalize the aforementioned "Inter Local Government Services Agreement" substantially in the form attached hereto as Attachment 2 and to sign the same and any and all other contract documents necessary to accept Montclair's Proposal and to effectuate the award of this contract. The Borough Attorney shall review any and all contractual documents prepared in furtherance of the foregoing.

Attachment





Township of Montclair

205 Claremont Avenue

Montclair, NJ 07042

tel: 973-509-4926

fax: 973-783-8826

Timothy F. Stafford, Esq. Township Manager tstafford@montclairnjusa.org

August 17, 2022

VIA HAND DELIVERY

Michael P. Zichelli, AICP/PP Borough Administrator 825 Bloomfield Avenue Glen Ridge, New Jersey 07028

RE: Township of Montclair Response to Borough of Glen Ridge Request for Proposals for Fire Suppression Services and Use of Recreational Facilities and Fields

Dear Mr. Zichelli:

The Township of Montclair is pleased to submit the within bid to provide the Borough of Glen Ridge with the fire suppression and extinguishment and related fire services as listed on page 1 of the Borough's May 31, 2022 Request for Proposals.

The Township of Montclair Fire Department shall provide these services in the exact manner, to the exact extent and to the exact degree in and to which the Department provides such services to residents of and property in the Township and in the exact manner, to the exact extent and to the exact degree in and to which the Department has provided such services to the Borough since 1990. Further, the Township of Montclair Fire Department shall continue the response plan it currently utilizes for the delivery of Fire Services to all geographic areas within the borders of Glen Ridge.

Attached hereto as Exhibit A please find the Township's completed and signed Proposal Form & Financial Terms (Fire Service Only) listing the annual fee for the proposed ten-year contract and the annual fee for the proposed five-year option to extend.

Attached hereto as Exhibit B please find the Township's completed and signed Non-Collusion Affidavit.

Letter to Michael P. Zichelli, AICP/PP August 17, 2022 Page 2

Attached hereto as Exhibit C please find the Township's Location Map for Fire Suppression Services showing the location, street address and name of each of the Township's facilities relating to Fire Services as well as fire apparatus maintained in each facility. As noted on said map, each of the Montclair Fire Department Fire Houses can and will respond to all Glen Ridge zones.

Attached hereto as Exhibit D please find the Township's current table of organization relating to the provision of Fire Services.

Attached hereto as Exhibit E please find the Township's staffing of each building relating to the provision of Fire Services.

Attached hereto as Exhibit F please find the Township's anticipated minimum, maximum and average fire suppression response time to any property within Glen Ridge.

Lastly, attached hereto as Exhibit G please find the Township's narrative describing its services and additional services available to the Borough.

The Township considers its provision of Fire Services since 1990 to the Borough to have been a mutually beneficial agreement benefitting the residents and taxpayers of Montclair as well as the residents and taxpayers of Glen Ridge. The Township looks forward to continuing this relationship and shared services agreement well into the future.

If you have any questions regarding the within, please contact the undersigned at the above listed number. Thank you.

ery truly yours,

Timothy F. Stafford, Esq.

Township Manager

EXHIBIT A

PROPOSAL FORM & FINANCIAL TERMS Glen Ridge Fire Services & Recreational Facilities

FIRE SERVICE ONLY

Ten Year Contract

Year	Fire Services Only
	Annual Rate
2023	4 850,000.00
2024	" 911, (11.00
2025	* 972, 222.00
2026	\$ 1,033,333.00
2027	कं 1, 094, ५44. 00
2028	\$ 1,155,555.00
2029	1 1,216,666.00
2030	\$ 1,277,777.00
2031	4 1, 338, 888. 00
2032	\$ 1, 400,000.00

Five Renewal Option

Year	Fire Services Only
- Constitution of the Cons	Annual Rate
2033	# 1,461,111.00
2034	6 1 522, 222.00
2035	\$ 1,583,333.00
2036	\$ 1, 644, 444.00
2037	\$ 1, 705,556.00
	Ka-200004

The undersigned, as bidder, declares that I/We executed the said Bid with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the here described services, and the statements contained in the Bid packet and are true and correct, and made with full knowledge that the Borough of Glen Ridge relies upon the truth of the statements contained in said Bid and in the statements contained in this certificate in awarding the contract for said services.

I/We further declare that I/We have examined the Specifications together with all bid documents and I/We am/are thoroughly familiar with the work required. I/We declare that I/We will contract to do all the work and furnish all the equipment, labors and materials required by said specifications in the manner prescribed therein at the prices specified.

For furnishing all supervision, labor, equipment, tools, and materials necessary to provide the services to the Borough of Glen Ridge in strict compliance the specifications included in the Bid Packet.

The undersigned bidder further agrees that if this Bid shall be accepted by the Borough of Glen Ridge and the undersigned shall fail to execute the Contract by **September 12, 2022**, then the undersigned shall be deemed to have abandoned the Contract and be in breach of its bid proposal.

Municipality Name:	TOWNSHIP OF MONTCLAIR	
Signature:	Illy &	
Authorized Name & Title:	Timothy F. Stafform, Township	MANAGE
Address:	208 CLAREMONS AVENUE	
	MONTCLAIR NJ 07042	
Email:	+ stateom @ MONTELAIRNJUSA. ORG	

EXHIBIT B

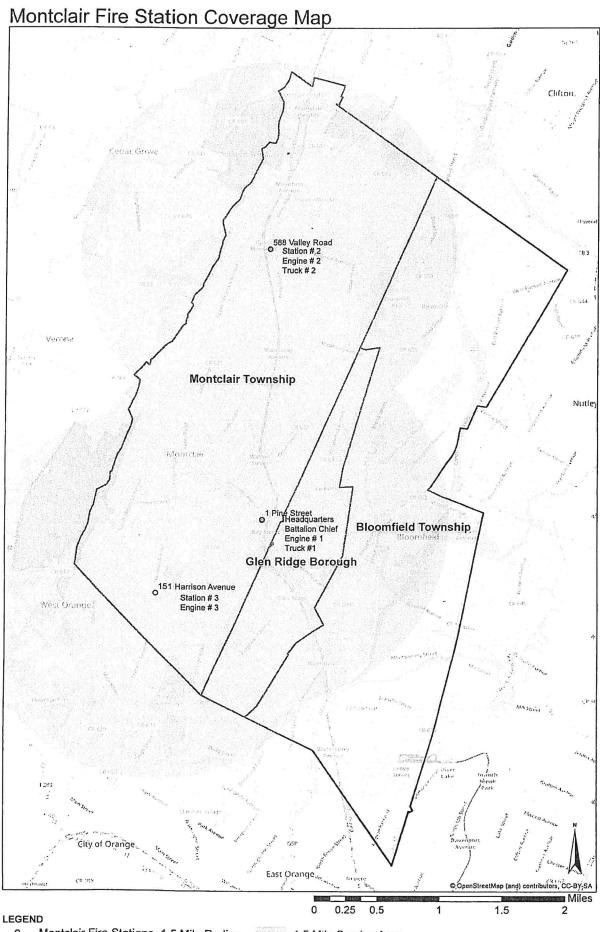
NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF ESSEX

I, I mothy F. Staffond of the Municip	pality of MONTCLAIL in the County of
ESCEX and the State of NE	w Jersey being of full age and being duly
sworn according to law on my oath depose and say that:	
Iam_ TOWNSHIP MANAGER	
of the Municipality of ModTLLA	i N
USE OF RECREATIONAL FACILITIES AND FIELDS so; that said Bidder has not, directly or indirectly, enterotherwise taken any action in restraint of free, competitive all statements contained in said Proposal and in this affit that the State of New Jersey and Owner relies upon the traffidavit in awarding the contract for the said project. I further warrant that no person or selling agency has been sometimed.	RE SUPPRESSION SERVICES AND PROPOSALS FOR ; that I executed the said Proposal with full authority to do ered into any agreement, participated in any collusion or e bidding in connection with the above named project; that davit are true and correct, and made with full knowledge; uth of the statements contained in said Proposal and in this ten employed or retained to solicit or secure such contract percentage, brokerage or contingent fee, except bona fide agencies maintained by
N/A	(N.J.S.A. 52:34-15)
Subscribed and sworn to before me this 17th day of 11000 20 22 Notary Public My commission expires 152023	(Also type or print cause of affront under signature) Timbling F. Stafford Townskip Manager

BRAEDON GREGORY NOTARY PUBLIC OF NEW JERSEY My Commission Expires 1/15/2023

EXHIBIT C



Montclair Fire Stations, 1.5 Mile Radius

1.5 Mile Service Area

Montclair Fire Stations, 2.5 Mile Radius

2.5 Mile Service Area

EXHIBIT D

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ADMINISTRATION			Fire Chief	•	Deputy Chief of Operations	•	Deputy Chief of Logistics		Administrative Assistant			FIRE PREVENTION BUREAU			Fire Official		Secretary P/T		Secretary P/T							S					
ADMINIE			Fire	,	Deputy Chief		Deputy Chie		Administrat			FIRE PREVEN			Fire (3	Secreta		Secreta					1 FIRE CHIEF	2 DEPUTY CHIEFS	4 BATTALION CHIEFS	8 CAPTAINS	12 LIEUTENANTS	48 FIREFIGHTERS	1 FIRE OFFICIAL	
GROUP FOUR	Car #4	Battalion Chief	Truck #1	Lieutenant	Firefighter	Firefighter	Firefighter	Engine #1	Captain	Firefighter	Firefighter	Engine #2	Lieutenant	Firefighter	Firefighter		Truck #2	Captain	Firefighter	Firefighter	Firefighter	Engine #3	Lieutenant	Firefighter	Firefighter		GROUP FOUR	1 Battalion Chief	2 Captains	3 Lieutenants	12 Firefighters
GROUP THREE	Car # 4	Battalion Chief	Truck #1	Lieutenant	Firefighter	Firefighter	Firefighter	Engine #1	Captain	Firefighter	Firefighter	Engine #2	Lieutenant	Firefighter	Firefighter		Truck #2	Captain	Firefighter	Firefighter	Firefighter	Engine #3	Lieutenant	Firefighter	Firefighter		GROUP THREE	1 Battalion Chief	2 Captains	3 Lieutenants	12 Firetighters
GROUP TWO	Car # 4	Battalion Chief	Truck #1	Lieutenant	Firefighter	Firefighter	Firefighter	Engine #1	Captain	Firefighter	Firefighter	Engine #2	Lieutenant	Firefighter	Firefighter		Truck #2	Captain	Firefighter	Firefighter	Firefighter	Engine #3	Lieutenant	Firefighter	Firefighter		GROUP TWO	1 Battalion Chief	2 Captains	3 Lieutenants	12 Firenghters
GROUP ONE	Car # 4	Battalion Chief	Truck #1	Lieutenant	Firefighter	Firefighter	Firefighter	Engine #1	Captain	Firefighter	Firefighter	Engine #2	Lieutenant	Firefighter	Firefighter	1	Truck #2	Captain	Firefighter	Firefighter	Firefighter	Engine #3	Lieutenant	Firefighter	Firefighter		GROUP ONE	1 Battalion Chief	2 Captains	3 Lieutenants	12 Firefighters

EXHIBIT E

Montclair Fire Department Headquarters
 One Pine Street
 Montclair, New Jersey 07042
 Superior Officer and Firefighter staffing: 32 personnel
 Fire Chief; Deputy Chief of Operations; Deputy Chief of Logistics; Fire Official

Montclair Fire Department Station # 2
 588 Valley Road
 Montclair, New Jersey 07043
 Superior Officer and Firefighter staffing: 28 personnel

Montclair Fire Department Station # 3
 151 Harrison Avenue
 Montclair, New Jersey 07042
 Superior Officer and Firefighter staffing: 12 personnel

EXHIBIT F

- Given the proximity of the Glen Ridge property closest to the nearest Montclair Fire Department Fire House (Montclair Fire Department Headquarters), the anticipated Montclair Fire Department minimum fire suppression response time is estimated to be less than 1 minute.
- The Montclair Fire Department's actual average fire suppression response time to structure fires in Glen Ridge during calendar year 2021 was 3 minutes 21 seconds. It is anticipated that the Montclair Fire Department's average fire suppression response time would remain constant or improve.
- Given the proximity of the three Montclair Fire Department Fire Houses (See, Exhibit C) to the furthest Glen Ridge property, the anticipated Montclair Fire Department maximum fire suppression response time would be under 4 minutes.

EXHIBIT G

- The Township of Montclair would like the Borough of Glen Ridge to consider that its average personnel and equipment strength of response to a report of a structure fire includes: 1 Battalion Chief; 3 Engine Companies each consisting of 1 Superior Officer and 2 Firefighters on a fully equipped Engine; and 2 Truck Companies each consisting of 1 Superior Officer and 2 Firefighters on a fully equipped Ladder Truck.
- The Township of Montclair has and will continue to provide to the Borough of Glen Ridge confined space and trench rescue capability.
- The Township of Montclair will, on request, provide to the Borough of Glen Ridge active shooter rescue task force response.
- The Township of Montclair will, on request, provide to the Borough of Glen Ridge smoke detector, carbon monoxide and fire extinguisher inspections for home sales certifications at the same cost the Township of Montclair charges its residents.

Pursuant to N.J.S.A. 40A:65-1 et seq.

This **SHARED SERVICES AGREEMENT** (this "**Agreement**") is made and dated September ___, 2022, to be effective January 1, 2023, and is by and between

TOWNSHIP OF MONTCLAIR, a municipal corporation organized and existing pursuant to the laws of the State of New Jersey with its offices located at 205 Claremont Avenue Montclair, Essex County, New Jersey 07042 (hereinafter referred to as the "Service Provider"),

and

BOROUGH OF GLEN RIDGE, a municipal corporation organized and existing pursuant to the laws of the State of New Jersey with its offices located at 825 Bloomfield Avenue, Glen Ridge, Essex County, New Jersey 07028 (hereinafter referred to as "Glen Ridge"), and

WITNESSES THAT:

WHEREAS, pursuant to a Request for Proposals for Fire Suppression Services dated on or about May 31, 2022 (the "RFP for Services"), Glen Ridge sought proposals for fire suppression, extinguishment and related services, including the providing of staffing and equipment required to handle the suppression and extinguishment of all fires that may occur within the borders of Glen Ridge and the performance of related services more fully described therein; and

WHEREAS, the proposal for fire suppression services submitted by the Service Provider was accepted by Glen Ridge by its Resolution #22-____ passed on September 12, 2022; and

WHEREAS, the RFP for Services requires that the Service Provider and Glen Ridge execute this Agreement so as to memorialize Glen Ridge's acceptance of the Service Provider's proposal for fire suppression services and to set forth the terms and conditions required of the Service Provider thereunder and hereunder; and

NOW THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein, the Service Provider and Glen Ridge hereby agree as follows:

1. Nature and Extent of Services

(a) The Service Provider will provide the following services to Glen Ridge:

- (1) fire suppression and extinguishment coverage; and
- (2) related emergency services including response for the purpose of extrication; and
- response to all box alarms and all automatic and private alarms; and
- (4) extrication of victim of motor vehicle accidents; and
- (5) "heavy" rescue as needed, *i.e.*, extraction of people from collapsed structures; and
- (6) response to reports of explosive or incendiary devices in or on public or private buildings and property; and
- (7) service calls for emergency lock outs of automobiles when there is an animal or child inside and when the automobile is running and service calls for emergency lock outs of houses after an initial response by the Police to insure against burglaries, domestic problems or other unordinary activity; and
- (8) response to Hazardous Material incidents; and
- (9) basement pumping fee (In the case that the basement of a residence in Glen Ridge is flooded, upon request of the resident and subject to the availability of the fire crew, the Service Provider Fire Department shall pump the basement at the same cost Service Provider charges its residents, with the Service Provider reserving the right to waive the fee in cases of need); and
- (10) fire hydrant flushing services; and
- (11) fire prevention programs; and
- (12) Fire Prevention and Fire Code Enforcement; and
- (13) Emergency Management Reports & Manual Preparation; and
- (14) services related to the foregoing.
- (b) Service Provider will provide the above services to Glen Ridge in the same manner, to the same extent and to the same degree in and to which Service Provider provides such services to citizens of and property in Service Provider.
 - (c) To the extent the Service Provider already provides the above services to

Glen Ridge, the Service Provider shall continue the response plan it currently utilizes for the delivery of said services to all geographic areas within the borders of Glen Ridge. To the extent the Service Provider does not currently provide the above services to Glen Ridge, the Bidder shall provide such services in a manner consistent with the response plan as is currently utilized for the delivery of said services to all geographic areas within the borders of Glen Ridge.

2. Independent Contractor

- (a) It is intended that in the performance of its obligations under this Agreement, the Service Provider shall be considered an independent contractor not under the control or direction of Glen Ridge.
- (b) In furtherance of the above, it is understood that the Service Provider Fire Department and its officers, agents and employees are not officers, agents or employees of Glen Ridge.

3. Name of Department

- (a) The department providing service to Glen Ridge under this Agreement is the Service Provider's existing Fire Department.
- (b) The name of the department providing fire suppression and extinguishment coverage to Glen Ridge will be the name that the Service Provider's Fire Department currently employs.
- (c) The Service Provider's existing fire department is not obligated to change its name.

4. Personnel

- (a) The selection, promotion and termination of personnel of the Service Provider Fire Department shall be the sole responsibility of Service Provider.
- (b) All Service Provider Fire Department personnel will be employees of the Service Provider, and not employees of Glen Ridge.
- (c) Personnel and union contracts with personnel of the Service Provider Fire Department will be negotiated and completed by and in the name of Service Provider and not by or in the name of Glen Ridge. The final decision on how to proceed will be left solely to the Service Provider. All information received is confidential and shall not be revealed to a third party.

- (d) Service Provider and Glen Ridge will develop performance requirements which will specify but not be limited to minimum training, response time goals, and apparatus and information on a monthly basis.
- (e) Service Provider shall maintain a fully-staffed paid fire department during the term of this Agreement.

5. Management

The management and succession management of the Service Provider Fire Department will be the sole responsibility of the Service Provider.

6. Fire Department Volunteers

There is no requirement for the Service Provider to have a volunteer fire department, but there is a requirement that the Service Provider shall maintain a fully-staffed paid fire department during the term of this Agreement.

7. Fire Prevention and Fire Code Enforcement

- (a) The Service Provider will become Glen Ridge's Local Enforcement Agency for the Uniform Fire Code. As such, Life Hazard Use fees from the State will be paid to the Service Provider and the Service Provider will perform the required Life Hazard Use inspections, provide fire prevention education programs and all services required of the Fire Official by statute.
- (b) For all fireworks permits, including any for the Glen Ridge Country Club, the Bidder will review the application and notify the Glen Ridge Chief of Police at least 14 days prior to the event, and provide fire protection coverage for the fireworks display.

8. <u>Fire Prevention Educational Programs</u>

- (a) The Service Provider's fire prevention bureau will provide public fire education to the residents of Glen Ridge. The Service Provider will set up displays at up to four events throughout the calendar year as requested by Glen Ridge upon 30 days' notice.
- (b) The Service Provider will also provide fire education to the children in Glen Ridge schools. The Service Provider will present at up to four assemblies throughout the calendar year as requested by Glen Ridge upon 30 days' notice.

9. <u>Hydrant Flushing and Repair and Maintenance</u>

(a) Glen Ridge will be responsible for the repair and maintenance of all fire

hydrants and water supply except flushing located within its boundaries.

- (b) The Service Provider, at its expense, will provide once a year flushing of the Glen Ridge water system. In effort to minimize the impact on the residents, flushing shall take place in the evening hours. The Service Provider will provide a report at the conclusion of each flushing. The report shall list the following:
 - (1) hydrant number,
 - (2) street address or intersection,
 - (3) make of hydrant,
 - (4) inspection of the valve operations, drain, paint and number,
 - (5) start and stop time of flushing, and
 - (6) notes.
- (c) Glen Ridge will be responsible for the repair and maintenance of hydrants. If the Service Provider finds any hydrant to be non-operational, whether such discovery is made during the flushing program or otherwise, the Service Provider shall provide prompt notice of same to Glen Ridge. Glen Ridge will be responsible for the repair.
- (d) The Service Provider will not be liable for any damage to water mains, hydrants and valves resulting from the flushing program. Glen Ridge will hold the Service Provider harmless for any claim resulting from the flushing program.

10. Emergency Management Manual

The Service Provider shall provide information, update, and approve the Fire and Rescue as well as the Hazmat Annexes of the Glen Ridge Emergency Management Manual that are required to be updated every (5) five years. The next update is due January 7, 2024.

11. <u>Ambulance Service</u>

- (a) Glen Ridge shall provide for its own ambulance service.
- (b) It is understood that ambulance services will not be provided to Glen Ridge by the Service Provider provided, however, the Service Provider shall continue its mutual aid obligation to Glen Ridge.

12. Mandated Training or Equipment Expenditures

Should the State of New Jersey during the term of this Agreement mandate new or additional expenditures for the Service Provider's fire department which are currently unforeseen or unanticipated and which are related to the training of the Service Provider's fire department personnel, Glen Ridge will contribute to such expenditures by paying 10% of same.

13. Equipment and Capital Improvements

The acquisition, purchase and maintenance of all equipment including capital needs, shall be the responsibility of the Service Provider.

14. Alarm Systems

The cost of installation and maintenance of fire alarm connection systems including radio and computer systems and equipment within Glen Ridge shall be the direct responsibility of Glen Ridge.

15. Reports and Communication

During the term of this Agreement, the Service Provider will provide and/or do the following:

- (a) The Service Provider shall provide Glen Ridge with the following reports:
- (1) an Annual Report from the Service Provider Fire Chief certifying that staffing levels are adequate and that equipment is in a state of good repair and that response times for Glen Ridge remain consistent and unchanged
- (2) a Semi-annual Report regarding the status of the Service Provider's fire department and the services which it has rendered to Glen Ridge, and
 - (3) Monthly statistical and performance reports.
- (b) The Service Provider Fire Department shall maintain a consistent level of communication with the Glen Ridge Chief of Police regarding operations and services. To this end, the Glen Ridge Chief of Police and the Chief of the Service Provider Fire Department will meet periodically. Glen Ridge's Glen Ridge Chief of Police or his/her designee will be included on all de-briefing of any and all incidents relating to services rendered by the Service Provider to Glen Ridge under this Agreement.
 - (c) The Service Provider will cooperate with Glen Ridge with regard to the

terms and conditions of this Agreement.

16. Insurance

- (a) During the term of this Agreement, the Service Provider shall provide at its own cost and expense comprehensive insurance coverage including, but not limited to, liability, casualty, fleet and worker's compensation for all services which it is obligated to provide under the terms of this Agreement or as may be required by law.
- (b) The terms and conditions of coverage and the amounts of coverage shall at a minimum be similar to that which is now in effect for the Service Provider Fire Department. All policies shall give Glen Ridge 90 days' notice prior to cancellation or non-renewal.
- (c) Glen Ridge will be an additional named insured on all policies of liability and worker's compensation.
- (d) The Service Provider shall provide Glen Ridge with a certificate of insurance evidencing that the insurance, which it is obligated to provide under the terms of this Agreement, is in full force and effect.

17. <u>Insurance Services Office Rating</u>

The Service Provider must have an ISO rating of Class 2 and maintain or increase this rating during the length of this Agreement.

18. Term of this Agreement

The term of this Agreement shall be ten (10) years commencing 12:00 a.m. on January 1, 2023, and terminating 11:59 p.m. on December 31, 2032. It is intended that this Agreement will in all respects replace any prior Shared Services Agreement for Fire Suppression to which Glen Ridge is a party, such that all rights and obligations of the Service Provider and Glen Ridge relating to fire suppression and extinguishment services shall be determined by reference to this Agreement and not to any prior Shared Services Agreement for Fire Suppression.

19. Payment

During the term of this Agreement, Glen Ridge shall pay the Service Provider a yearly amount and be billed on a quarterly basis. All annual amounts shall be payable in equal installments on February 15, May 15, August 15 and November 15.

20. Option to Renew

Provided written notification of Glen Ridge's intention to renew is given to the Service Provider no later than July 31, 2032, Glen Ridge at its option, may renew this Agreement on the same terms and conditions for an additional five (5) year term commencing 12:00 a.m. on January 1, 2033, at a price not to exceed the average rate of annual increase over the prior 10 year period. Upon the Service Provider's receipt of a resolution passed by the Glen Ridge Mayor and Council, this Agreement will renew for the renewal term without further action by either the Service Provider or Glen Ridge.

21. Contract Changes

Any changes, revision or modification of this Agreement shall be in writing by mutual consent of the parties hereto and in form as required by law.

22. <u>Termination/Cancellation</u>

- (a) In the event that the Service Provider enters into a contract to provide fire suppression and/or extinguishment services with a private service provider or with a consortium of municipalities or a municipality other than Glen Ridge during the term of this Agreement, Glen Ridge shall have the right to terminate this Agreement as it relates to fire services on twelve (12) months' notice or as of the effective date of the said contract, whichever occurs first.
- (b) In the event Service Provider enters into a regional third party agreement and Glen Ridge does not terminate this Agreement as it relates to fire services, Glen Ridge shall be considered a part of Service Provider's regional agreement and shall pay a pro rata share consistent with Service Provider's regional contribution.
- (c) Notwithstanding the term of this Agreement, this Agreement as it relates to fire services may be cancelled by Glen Ridge at any time after January 1, 2028, upon an eighteen (18) month written notification. In the event that this Agreement as it relates to fire services is terminated during a calendar year, the amount of payment shall be prorated to the effective date of cancellation.

23. <u>Location Map for Fire Suppression Services</u>

A combined map of Glen Ridge and the Service Provider's municipality showing the location, street address and name of each building of facility relating to fire services is attached hereto as **Schedule A**, such map also graphically depicting each fire house and

the zones of Glen Ridge each such fire house will respond to.

24. <u>List of Fire Apparatus</u>

A list of all current fire apparatus maintained in each location relating to fire services is attached hereto as **Schedule B**.

25. Staffing

A current table of organization and the staffing of each building relating to the provision of fire services is attached hereto as **Schedule C**.

THE NEXT PAGE IS THE SIGNATURE PAGE

9

IN WITNESS WHEREOF, the Service Provider and Glen Ridge have caused this Agreement to be executed by their fully authorized officers on the date first above written.

ATTEST:	BOROUGH OF GLEN RIDGE
	By:
ATTEST:	TOWNSHIP OF MONTCLAIR (SERVICE PROVIDER)
	By: