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Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 04/11/16 07:00 PM

2016 RESOLUTION AUTHORIZATIONS

RESOLUTION FOR THE EXECUTION OF WATER UTILITY AGREEMENT BETWEEN THE TOWNSHIP OF BLOOMFIELD AND THE TOWNSHIP OF NUTLEY FOR THE CONSTRUCTION OF AN EIGHT-INCH WATER-MAIN AND INTERCONNECTION WITHIN THE PUBLIC RIGHT-OF WAY OF THE TOWNSHIP OF NUTLEY LOCATED AT WATCHUNG PLACE, CARLTON TERRACE AND BROMLEY PLACE

WHEREAS, the Township of Bloomfield desires to construct a capital improvement to the Bloomfield Water System, which will connect terminal, "dead-end" sections of water-main, located at the end of Watchung Place, Carlton Terrace and Bromley Place, which are municipally-owned, public rights-of-way, as well as to construct an emergency interconnection to the Township of Nutley water system at Bromley Place; and

WHEREAS, construction of this water-main will be comprised of approximately 1,326 linear feet of water-main; two fire hydrants; thirteen water valves and an interconnection vault with metering; and any and all other pertinent equipment to accomplish construction; and

WHEREAS, construction of these improvements will require the use of right-of way owned and maintained by the Township of Nutley at Watchung Place, Carlton Terrace and Bromley Place; and

WHEREAS, this capital construction project will improve the quality of drinking water for the consumers of Bloomfield's potable water and as well as provide an emergency interconnection to provide potable water to either municipalities in the event of a loss of water service which will be a benefit to public health and safety; and

WHEREAS, construction of this improvement was a condition of a Memorandum of Agreement, as amended June 6, 2015, between the State of New Jersey Department of Environmental Protection and the Township of Bloomfield; and

WHEREAS, an agreement has been prepared, reviewed and accepted by both, the Township of Bloomfield and the Township of Nutley and will require execution by both parties.

APPROVED AS TO FORM AND PROCEDURE
ON BASIS OF FACTS SET FORTH



DIRECTOR OF LAW/TOWNSHIP ATTORNEY

NOW, BE IT RESOLVED, by the Mayor and Township Council that the Mayor of the Township of Bloomfield is hereby authorized to execute on behalf of the Township of Bloomfield, a water utility agreement between the Township of Bloomfield and the Township of Nutley for the construction of an eight-inch water-main and interconnection within the public right-of way of the Township of Nutley located at Watchung Place, Carlton Terrace and Bromley Place.

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I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on April 11, 2016.

Louise B. Palumbo

 Municipal Clerk of the Township of Bloomfield

Me Vza

 Mayor of the Township of Bloomfield

✓ Vote Record – Resolution						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopt						
<input type="checkbox"/> Deny						
<input type="checkbox"/> Withdrawn						
<input type="checkbox"/> Table	Elias N. Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Not Discussed	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> First Reading	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Table with no Vote	Wartyna Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/> Approve	Joseph Lopez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Veto by Mayor	Carlos Pomares	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Discussion	Michael J. Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated						
<input type="checkbox"/> Discussion No Vote						

WATER UTILITY AGREEMENT BETWEEN THE TOWNSHIP OF BLOOMFIELD AND THE TOWNSHIP OF NUTLEY FOR THE CONSTRUCTION OF AN SIX-INCH WATERMAIN AND INTERCONNECTION WITHIN THE PUBLIC RIGHT-OF WAY OF THE TOWNSHIP OF NUTLEY LOCATED AT WATCHUNG PLACE, CARLTON TERRACE AND BROMLEY PLACE

WHEREAS, the Township of Bloomfield desires to construct a capital improvement to the Bloomfield Water System, which will connect terminal, “dead-end” sections of watermain, located at the end of Watchung Place, Carlton Terrace and Bromley Place, which are municipally-owned, public rights-of-way, as well as to construct an emergency interconnection to the Township of Nutley water system at Bromley Place; and

WHEREAS, construction of this watermain will be comprised of approximately 1,326 linear feet of watermain; two fire hydrants; thirteen water valves and an interconnection vault with metering; and

WHEREAS, construction of these improvements will require the use of right-of way owned and maintained by the Township of Nutley at Watchung Place, Carlton Terrace and Bromley Place; and

WHEREAS, this capital construction project will improve the quality of drinking water for the consumers of Bloomfield’s potable water and as well as provide an emergency interconnection to provide potable water to either municipalities in the event of a loss of water service which will be a benefit to public health and safety; and

WHEREAS, construction of this improvement was a condition of a Memorandum of Agreement, as amended June 6, 2015, between the State of New Jersey Department of Environmental Protection and the Township of Bloomfield; and

WHEREAS, authorized representatives of the Township of Nutley have reviewed the plans prepared by the township’s professional consultant, Richard A Alaimo Associates, plan sheet 5, dated June 2016 and provided herein as Attachment “A,” and hereby agrees to permit construction of this improvement subject to the following:

I. PROJECT CONSTRUCTION

1. All costs associated with the design, bid, construction administration, inspection and actual construction of the watermain and associated work shall be paid by the Township of Bloomfield with no costs to be incurred by the Township of Nutley. The township of Bloomfield shall assume responsibility for all liability and claims that may result from this construction as specified in the contract documents between the Township of Bloomfield and the awarded contractor for the project.
2. The Township of Bloomfield and their designated contractor shall be responsible for restoration of the construction area as follows:
 - a) Upon complete installation of the watermain and emergency interconnection all trenches will be backfilled and restored and the roadway surfaces of Watchung

Place, Carlton, Terrace and Bromley Place shall be milled two inches and resurfaced with two inches of bituminous concrete surface course to a width encompassing the entire roadway from curb face to curb face as specifically detailed on the construction contract documents.

- b) All roadway restoration is subject to inspection, review and approval by a designated representative or representatives of the Township of Nutley prior to final acceptance and close-out of the contract by the Township of Bloomfield.
- c) All work within the Township of Nutley shall be guaranteed for a period of two calendar years from the date of final acceptance by the Township of Bloomfield or as per the contact documents for the work whichever duration is the longest.
- d) Upon expiration of the maintenance period of the contract, maintenance of the roadway shall become the responsibility of the Township of Nutley with the exception of the newly installed watermain as further described below.

II. MAINTENANCE AND USE OF THE BLOOMFIELD WATERMAIN

1. The watermain shall be wholly owned and maintained by the Township of Bloomfield including all piping, fittings, valves and hydrants with the exception of that portion of watermain located between the emergency interconnection vault and its connection to the Nutley watermain which shall be wholly maintained by the Township of Nutley.
2. All valves that are owned and maintained by the Township of Bloomfield, as described above, shall only be operated by authorized agents of the Township of Bloomfield. Operation of these valves by parties other than authorized Bloomfield representatives without the written consent of the Township of Bloomfield is prohibited.
3. All inspections, maintenance and repairs to the watermain shall be performed by the Township of Bloomfield. Any disturbance or damage to facilities belonging to the Township of Nutley as a result of such work shall be repaired by the Township of Bloomfield only upon mutual agreement by both parties as to the extent and cost of the repair or mitigation.
4. In the event of a watermain leak, break or rupture, the Township of Bloomfield shall be responsible to make repair and restoration. In the case of an unexpected break or emergency, the Township of Nutley shall notify the Township of Bloomfield to make the repair. Only authorized agents of the Township of Bloomfield shall be permitted to operate any valves in order to isolate the break and make the repair. In the event of an emergency situation wherein the Township cannot dispatch a repair crew to the break, the valves may be operated by a representative of the Township of Nutley, upon verbal authorization by the Bloomfield Water Operator, Public Works Director and/or Water Supervisor.
5. Hydrants shall only be operated by representatives or agents of the Township of Bloomfield with the exception of the use of a hydrant by Nutley for firefighting purposes

or other emergency situations that requires immediate use of water. If during the course of the emergency, the hydrant is damaged, repairs shall be performed by the Township of Bloomfield at a cost to be negotiated and agreed upon by both parties.

6. Connecting or tapping into the Bloomfield watermain will be prohibited. However, the future purchase of Bloomfield water for domestic or commercial use by the Township of Nutley utilizing this watermain will be permitted upon negotiation and execution of a separate service agreement by both parties.

III. MAINTENANCE AND USE OF THE EMERGENCY INTERCONNECTION

1. The emergency interconnection shall remain in the closed position at all times. If an emergency arises where either party wishes to open the interconnection, such actions shall require notification of the second party within twenty four (24) hours from the time the valve is opened. If the emergency occurs on a weekend, defined as the hours between 4:30 PM on any given Friday to Sunday evening at 11:59 PM, notice shall be provided on Monday. If the emergency occurs on a designated municipal holiday, notice shall be provided at the beginning of the next business day. A representative of each party shall be present at the interconnection vault at the time the valve is open. A meter reading shall be taken and recorded prior to the interconnection being opened. If one party is not available or absent when the valve is opened, it shall be the responsibility of the party operating the valve to take the initial meter reading.
2. On an annual basis, both parties shall inspect the interconnection, work the valves and take a reading of the meter. Any costs associated with repair or normal maintenance shall be evenly shared between both parties.
3. On a quarterly basis, both parties shall take a meter reading at the interconnection. Any use registered by the meter that was not documented as an emergency shall be paid by the party responsible for the use to the party that supplied the water.
4. In the event of a documented emergency use, the meter shall be read prior to opening the interconnection. If such a reading cannot be obtained prior to opening the interconnection, the reading recorded at the last quarterly inspection shall be used to determine usage once the emergency has ceased and the interconnection valves are closed.
5. There shall be no payment for water use during an emergency. An emergency shall be defined as any event wherein either party requires the use of the second party's water in order to maintain a safe and operable water system to their customers. The initial duration of an emergency shall be a maximum of seven calendar days from the point at which the emergency is declared. After seven calendar days, both parties shall have the right to assess payment of water beginning on the eight calendar day as per the requirements below:
 - a) Payment to Bloomfield: When water is used by the Township of Nutley, payment shall be based upon the actual usage registered on the meter. The rate of payment

shall be the rate that the Township of Bloomfield pays to the City of Newark as more specifically described in the Water supply agreement between the Township of Bloomfield and the City of Newark as provided in Attachment "B" of this Agreement and as may be amended from time to time. If use of the Bloomfield water supply results in an overage of allotment as specified in the agreement between the City of Newark and the Township of Bloomfield, the Township of Nutley shall pay the overage rate to the Township of Bloomfield. If there is an existing allotment overage by Bloomfield as determined on the City of Newark billing in the month prior to the use of the emergency interconnection, the overage shall be prorated between the two parties based upon the actual meter reading at the interconnection.

- b) Payment to Nutley: When water is used by the Township of Bloomfield, payment shall be based upon the actual usage registered on the meter. The rate of payment shall be the rate that the Township of Nutley pays to the City of Newark at the time when Bloomfield utilizes the water.
- c) All billing payments, inquiries and disputes related to the use of water from this interconnection shall be directed to the following:

TOWNSHIP OF BLOOMFIELD
Engineering Department
1 Municipal Plaza, Room 203,
Bloomfield, NJ 07003
973-680-4010

Township of Nutley
Township of Nutley DPW
c/o DPW Director
1 Kennedy Drive
Nutley, NJ 07110

- 6. Billing Disputes: If either party disputes a bill in good faith, the party disputing the bill must, on or before the bill due date, (a) pay the undisputed portion of the bill, and (b) notify the second party in writing of the basis for the dispute within thirty (30) days from receipt of the bill or within five (5) calendar days of the due date of the disputed bill, whichever is longer. In addition any disputed amount is to be deposited in a separate account at a date to be determined and agreed upon by the legal counsel of both parties. The parties agree to attempt to amicably resolve any disputes through the timely exchange of correspondence, transfer of data and records and meetings as necessary.

Representing the Township of Bloomfield:

Louise M. Gallegos

9/15/16

Date

Michael Venezia

Michael Venezia, Mayor

Representing the Township of Nutley:

8/26/16

Date

Joseph P. Scarpelli
Mayor, Joseph P. Scarpelli

ATTEST:

Devi P. Mac Municipal Clerk
Township of Nutley

ATTACHMENT A

ATTACHMENT B

SCHEDULE A
TOWNSHIP OF BLOOMFIELD, NEW JERSEY
SERVICE TO BE PROVIDED AND POINTS OF DELIVERY

SERVICE TO BE PROVIDED IN EACH SERVICE YEAR:

1. ANNUAL CONTRACT VOLUME
2376.15 Million Gallons per Year
2. ANNUAL CONTRACT MAXIMUM
2376 Million Gallons per Year¹
3. MAXIMUM MONTHLY VOLUME
242 Million Gallons per Month²
4. MAXIMUM DAILY VOLUME
9.765 Million Gallons per Day³

POINT OF DELIVERY

No.	Description/Location
1	Existing interconnections between the City of Newark System and the Township of Bloomfield are located at 1) Garrabrant Avenue 2) Grove Street and 3) Cedar Street, all located in the Township of Bloomfield, NJ

RATES IN EFFECT AT COMMENCEMENT OF AGREEMENT

Wholesale Rate \$250.00 per Million Gallons

Retail Rate-\$2,989.30 per Million Gallons

¹ The Annual Contract Maximum is equal to the Annual Contract Volume and is expressed in units of million gallons per year.

² The Maximum Monthly Volume is equal to the Annual Contract Volume divided by 365 days per year multiplied by 1.2 and multiplied by 31 days per month. The Maximum Monthly Volume is expressed in units of million gallons per month.

³ The Maximum Daily Volume is equal to the Annual Contract Volume divided by 365 days per year multiplied by 1.5 and is expressed in units of million gallons per day.