

## RESOLUTION 62-2018

### RESOLUTION OF THE BOROUGH OF WOODBURY HEIGHTS AUTHORIZING THE EXECUTION OF A WATER SUPPLY INTERCONNECTION AGREEMENT BETWEEN THE CITY OF WOODBURY AND THE BOROUGH OF WOODBURY HEIGHTS

**WHEREAS**, the Water Supply Management Act Rules, N.J.A.C. 7:19-6, et seq., promulgated by the New Jersey Department of Environmental Protection (NJDEP) permit the interconnection of adjacent water supply systems; and

**WHEREAS**, the City of Woodbury (hereinafter referred to as "City") and the Borough of Woodbury Heights (hereinafter referred to as "Borough") have for many years maintained an interconnection of their water supply systems at Lake Avenue and Glassboro Road for use in times of emergency; and

**WHEREAS**, the said NJDEP rules, specifically N.J.A.C. 7:19-6.9(g) require that entities maintaining interconnected systems enter into a written agreement setting forth the conditions for use of the interconnection, which agreement must be filed with and approved by NJDEP; and

**WHEREAS**, a Water Supply Interconnection Agreement ("Agreement") between the City and the Borough has been prepared and attached hereto memorializing the conditions which have been understood and adhered to between the parties for many years pertaining to the pre-existing interconnection at Lake Avenue and Glassboro Road in order to comply with the said NJDEP requirement for an approved written agreement; and

**WHEREAS**, both the City and the Borough have reviewed the Agreement and desire to enter into same.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Woodbury Heights, County of Gloucester and State of New Jersey on this 25th day of April, 2018 that the Borough of Woodbury Heights does hereby authorize the execution of a Water Supply Interconnection Agreement between the City of Woodbury and the Borough of Woodbury Heights regarding the interconnection located at Lake Avenue and Glassboro Road.

ADOPTED at the meeting of the Borough Council of the Borough of Woodbury Heights held on April 25, 2018.

**BOROUGH OF WOODBURY HEIGHTS**

BY:   
**ROBBIE J. CONLEY, MAYOR**

ATTEST:

  
**JANET PIZZI, BOROUGH CLERK**

The foregoing Resolution was duly adopted by the Borough Council of the Borough of Woodbury Heights at the Meeting held April 25, 2018.

  
**JANET PIZZI, BOROUGH CLERK**

**WATER SUPPLY INTERCONNECTION AGREEMENT BETWEEN THE BOROUGH  
OF WOODBURY HEIGHTS AND THE CITY OF WOODBURY**

THIS AGREEMENT made this 25<sup>th</sup> day of April,  
2018 between the **BOROUGH OF WOODBURY HEIGHTS**, with offices located at 500 Elm  
Avenue, Woodbury Heights, New Jersey 08097 and the **CITY OF WOODBURY**, with offices  
located at 33 Delaware Street, Woodbury, New Jersey 08096.

**WHEREAS**, the Water Supply Management Act Rules, N.J.A.C. 7:19-6, et seq.,  
promulgated by the New Jersey Department of Environmental Protection (NJDEP) permit the  
interconnection of adjacent water supply systems; and

**WHEREAS**, the Borough of Woodbury Heights and the City of Woodbury have for  
many years maintained an interconnection of their water supply systems for use in times of  
emergency; and

**WHEREAS**, the said NJDEP rules, specifically N.J.A.C. 7:19-6.9(g) require that entities  
maintaining interconnected systems enter into a written agreement setting forth the conditions for  
use of the interconnection, which agreement must be filed with and approved by NJDEP; and

**WHEREAS**, it is the intention of the parties to memorialize in this agreement the  
conditions which have been understood and adhered to between the parties for many years  
pertaining to the pre-existing interconnection in order to comply with the said NJDEP  
requirement for an approved written agreement.

**NOW THEREFORE**, the Borough of Woodbury Heights and the City of Woodbury  
hereby agree as follows:

1. The water supply systems of the Borough of Woodbury Heights and the City of  
Woodbury shall be interconnected. The location of the said interconnection is  
located Lake Avenue and Glassboro Road. The interconnection consists of a

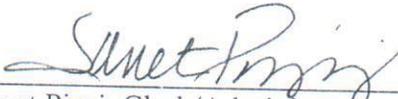
eight (8) inch main interconnect which is not metered and has two valves to control the interconnect.

2. The point of interconnection shall remain closed so that no water from one system flows into the other system, except as provided in this agreement.
3. The interconnection may be opened only in times of emergency and with the express approval of duly authorized officials of both parties to this agreement. Time of emergency, for purposes of this agreement, shall mean an unforeseeable and unanticipated loss or substantial decrease in water supply or pressure caused by the malfunctioning of one or more wells, the need to fight a large fire, or other similar events. When such an emergency occurs, the party in need of additional water shall notify the other and request permission to immediately open the interconnection, which permission shall not be unreasonably withheld. The interconnection shall remain open until the emergency is ended. The party experiencing the emergency shall exercise all due diligence to eliminate the emergency condition as soon as possible.
4. The party supplying the water during such time of emergency shall be entitled to be compensated by the other party at the standard rates provided for in the applicable ordinance of the supplying party. Payment shall be due from the receiving party immediately upon presentation of a bill by the supplying party.
5. The parties shall be jointly responsible for and shall cooperate with each other in maintaining all equipment which constitutes the interconnection.

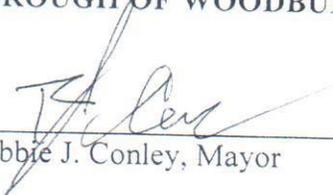
6. This agreement shall be of indefinite duration and shall continue in full force and effect unless terminated by either party. Either party shall have the right to terminate this agreement upon ninety (90) days written notice to the other party.
7. It is the intention of the parties in entering into this agreement to memorialize the past practices which have existed for many years between the parties with respect to the interconnection of their water systems. Therefore, in interpreting any provisions of this agreement, past practices shall be given great weight.
8. Both parties agree to abide by all provisions of the aforementioned Water Supply Management Act Rules promulgated by the NJDEP, together with any amendments and supplements which may hereafter be adopted, insofar as such rules pertain to interconnection agreements.

**IN WITNESS WHEREOF**, the parties have hereunto set their hand and affixed their seal the day and year first written above.

**WITNESS:**

  
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Janet Pizzi, Clerk/Administrator

**BOROUGH OF WOODBURY HEIGHTS**

  
\_\_\_\_\_  
Robbie J. Conley, Mayor

**WITNESS:**

\_\_\_\_\_  
Daneen Fuss, Clerk

**CITY OF WOODBURY**

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Jessica Floyd, Mayor