

RESOLUTION 63-2018

RESOLUTION OF THE BOROUGH OF WOODBURY HEIGHTS AUTHORIZING THE EXECUTION OF A WATER SUPPLY INTERCONNECTION AGREEMENT BETWEEN THE TOWNSHIP OF DEPTFORD 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 Township of Deptford (hereinafter referred to as "Township") and the Borough of Woodbury Heights (hereinafter referred to as "Borough") have for many years maintained an interconnection of their water supply systems at the interconnect points referenced within "Schedule C" of a certain Agreement between the parties attached hereto and made a part hereof; 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 Township and the Borough has been prepared to identify the interconnect points referenced within "Schedule C" of the Agreement between the parties, which is attached hereto and made a part hereof to memorialize the conditions that have been understood and adhered to between the parties for many years in order to comply with the said NJDEP requirement for an approved written agreement; and

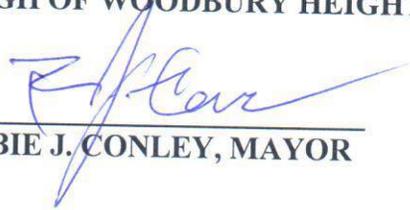
WHEREAS, both the Township and the Borough have reviewed the Agreement and desire to enter into same.

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 Township of Deptford and the Borough of Woodbury Heights regarding the interconnection located at Lake Avenue and Glassboro Road.

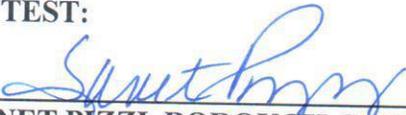
ADOPTED at the meeting of the Borough Council of the Borough of Woodbury Heights held on April 25, 2018.

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

**INTERCONNECTION AGREEMENT BETWEEN
THE BOROUGH OF WOODBURY HEIGHTS AND THE
DEPTFORD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**

THIS AGREEMENT made on this 16th day of March, 2018, between the Borough of Woodbury Heights, (hereafter Borough), and The Deptford Township Municipal Utilities Authority, (hereinafter DTMUA), and jointly referred to as "THE PARTIES";

WHEREAS, since 1975, THE PARTIES have had, and continue to have an Interconnect Agreement with one another, for the purpose of supplying potable water, mutually, to either municipality during emergency situations.; and

WHEREAS emergency situations have been itemized as supplying bulk water through its water main interconnections for major emergencies and major fires within either municipality, where needed and when needed, and if the mutual parties are capable of doing so; and

WHEREAS, pursuant to N.J.A.C. 7:19-6.9(g), a written agreement between interconnected systems, specifying the conditions for use of each interconnection of six inches or more in diameter is required; and

WHEREAS, in the event a water emergency exists by either party, all steps should be taken by each party to protect their respective emergency first and continue to try and help the other party thereafter, if possible; and

WHEREAS, THE PARTIES have several dated agreements and wish to clarify, but not change the terms of the spirit of agreement; and

WHEREAS, THE PARTIES provide and enter this written Agreement in accordance to N.J.A.C. 7:19-6, et. seq.; and

NOW THEREFORE, in consideration of their mutual benefit, THE PARTIES mutually agree to the following:

1. THE PARTIES agree to furnish water services, pursuant to this agreement, when needed in accordance with their respective rate schedules.

2. THE PARTIES agree that if any expense in the deliverance of water from one party to the next should occur, the party in need of the bulk water will be responsible for said expense.

3. THE PARTIES agree that the valves between interconnections shall be operated pursuant to this agreement by only a licensed superintendent or qualified employee.

4. THE PARTIES agree to procedures set forth and attached hereto as Schedule A, a joint set of procedures to be followed by each DTMUA, Woodbury, Woodbury Heights and Westville.

5. Interconnections are to be employed for emergency use only and shall not be utilized for the routine supply of water.

6. Interconnections shall remain closed at all times except in cases of emergency.

7. In the event of an emergency requiring the opening of an interconnection, notification shall be given to the supplying utility prior to such opening or as soon thereafter as possible. Notification shall be given to the persons set forth on Schedule B, attached hereto.

8. In no event shall any interconnections remain open for a period in excess of twelve (12) hours without the consent or approval of the supplying utility.

9. The supplying utility shall annually operate and test the interconnections to ensure proper functioning, Representatives of both parties to this agreement shall be present at the time of such annual testing.

In addition to the above, a flow test, if required, shall be conducted annually and verified by representatives of both parties to this agreement.

10. The location of each interconnection which is subject to this agreement is set forth on Scheduled C attached hereto.

11. This agreement shall be annually renewed unless ninety (90) days written notice of nonrenewal prior to January 1st of each calendar year is provided.

13. THE PARTIES acknowledge that this agreement must be approved by, and a copy placed on file with, the New Jersey Department of Environmental Protection, pursuant to N.J.A.C. 7:19-6.9(g).

12. This agreement shall be expressly subject to all applicable provisions of N.J.A.C. 7:19-6-1, et. seq., as may be amended from time to time.

13. This agreement shall not relate to or concern the sale of water by either party through an interconnection. Sale, if any, by a supplying utility, must be subject to a separate agreement.

14. This Agreement shall supersede all prior agreements, which are attached hereto as Schedule D for reference.

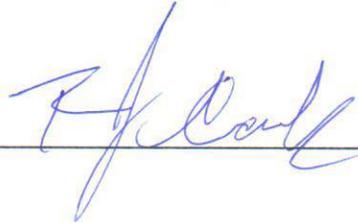
15. The above terms and conditions shall constitute the full agreement of the parties. No change or modification to this agreement shall be valid unless written consent is signed by each party.

Deptford Township Municipal Utilities Authority

By:  _____

Attest:  _____

Borough of Woodbury Heights

By:  _____

Attest:  _____

SCHEDULE A

JOINT AGREEMENT OF PROCEDURES TO BE FOLLOWED FOR THE USE OF EMERGENCY WATER FOR DEPTFORD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY WOODBURY, WOODBURY HEIGHTS AND WESTVILLE

A. USE OF WATER FOR PURPOSES OTHER THAN FIRES.

1. No one municipality will open or cause to be opened any water inter-connection valve between the four municipalities without seeking permission from the other three municipalities.

2. When permission has been granted, officials or employees of the four municipalities will be present at the valve locations to supervise the opening of the valve, and also the closing of the valve.

3. In the event of an extreme emergency, water interconnection valves may be opened by a municipality while notification is being conducted. When the proper officials of the municipalities effected by the opening of the valve cannot be reached, the Police Departments of the municipalities will be noticed of the opening of the valves, as they would know who to call in the respective Water Departments.

B. USE OF WATER FOR FIGHTING FIRES.

In the event a bad fire exists in a municipality, the water interconnection valves may be opened before notification or permission by the municipality effected. Every effort should be made to notify the officials of the municipalities effected by the opening of the valves or the respective Police Departments of the municipalities in case the officials cannot be reached.

C. PERSONNEL.

Water interconnection valves will be opened or closed for whatever reason by qualified employees only who are familiar with the operation of the valves and interconnection of the respective municipalities.

D. OTHER EMERGENCIES.

In the event a water emergency exists in one or more municipalities at the same time, steps should be taken by each municipality to protect their respective community first and continue to try to help the other municipality if possible.

SCHEDULE B

INTERCONNECT NOTICE SHALL BE PROVIDED TO:

FOR DTMUA

Superintendent

FOR WOODBURY

Superintendent

FOR WOODBURY HEIGHTS

Superintendent

FOR WESTVILLE

Superintendent

In the event the above-named individuals are not available, contact through the respective Police Departments should be made

SCHEDULE C

DTMUA – WOODBURY HEIGHTS

Currently, these two parties have two (2) Interconnections at the following locations:

1.) Intersection of Boundary Road and Walnut Avenue and 2.) where Princeton Blvd. turns into West Jersey Avenue.

The Deptford Twp. M.U.A. does service the Borough of Woodbury Heights on Route 45 for the Penn Medical Complex. However, this service is for the purpose of fire protection only and is not a true Interconnection.

SCHEDULE D

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 1975
between the Borough of Westville, a municipal corporation of the
State of New Jersey, party of the first part; and the Deptford
Township Municipal Utilities Authority, a municipal corporation
of the State of New Jersey, party of the second part.

WHEREAS, The Deptford Township Municipal Utilities
Authority is requesting said mutual agreement between both parties
for the purpose of supplying bulk water through its water main
inter-connections for peak day demand, for major emergencies and
major fires within either town, where needed and when needed, and
if the mutual parties are capable of doing so.

WHEREAS, the above parties have agreed to supply both
water services mutually through the existing interconnection(s) as
provided herein and the Borough of Westville has approved this
Agreement.

WHEREAS, in the event a water emergency exists by either
party, all steps should be taken by each party to protect their
respective emergency first, and continue to try and help the other
party thereafter, if possible.

NOW THEREFORE, in consideration of the mutual benefit to
be derived herefrom, the parties do mutually agree as follows:

1. The parties do agree to furnish both water services
when needed in accordance with their respective rate
schedules.
2. The parties hereto agree that any expense in the de-
liverance of water from one party to the next should
occur, the party in need of the bulk water will be
responsible for said expense.
3. The parties hereto agree that the valves between the
interconnections will not be operated as provided for
by the terms of this agreement, and not until the
licensed water superintendents meet to discuss the
emergency and both are in agreement that it is a
genuine emergency, then the respective licensed
superintendents will cause the opening of the valves
in their presence.
4. The parties hereto agree that should established pro-
cedures be defined and mutually agreed to hereafter,
the execution of this agreement, then those procedures
will become part of this agreement and will remain in
effect until mutually terminated by both parties.
5. The parties further agree that this agreement shall
be placed on file with the New Jersey Department of
Environmental Protection Agency, Bureau of Potable
Water, or any other agency, for any benefit that may
be derived by filing in regards to the evaluation of
the water supply system and the distribution systems
in either of the towns by the parties agreed.

IN WITNESS WHEREOF, the parties hereto have caused
their corporate seal to be affixed hereto and their presence to
be signed by the proper officials dated the date and year first
above mentioned.

BOROUGH OF WESTVILLE

By: _____