

CITY OF VINELAND

RESOLUTION NO. 2019- 94

RESOLUTION AUTHORIZING THE EXECUTION OF AN EMERGENCY WATER SUPPLY AGREEMENT BY AND BETWEEN THE CITY OF VINELAND AND THE BOROUGH OF NEWFIELD IN ACCORDANCE WITH N.J.A.C. 7:9-16 AND 7:19-6.9(G)

WHEREAS, the Borough of Newfield (Borough), a Municipal Corporation of the State of New Jersey, has a need of an emergency water supply to be used in supplying water for emergency purposes only to consumers located within the territorial limits of the Borough; and

WHEREAS, the Water Supply Management Act, N.J.A.C. 7:9-16 et seq., promulgated by the New Jersey Department of Environmental Protection (NJDEP), permits the interconnection of adjacent water supply systems; and

WHEREAS, there presently exists an emergency interconnection between the City and the Borough located along the boundary line which was installed under a prior Water Supply Contract between the City and the Borough; and

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

WHEREAS, the City is willing to permit the Borough to obtain an emergency water supply, if necessary, and used only for emergency service when expressly authorized by the Director of the Vineland Municipal Utilities.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are hereby authorized to execute an Emergency Water Supply Contract Between the City of Vineland and the Borough of Newfield in the form and substance substantially similar to the contract attached hereto and made a part hereof.

Adopted:

President of Council

ATTEST:

City Clerk

**EMERGENCY WATER SUPPLY CONTRACT
BETWEEN THE CITY OF VINELAND AND
THE BOROUGH OF NEWFIELD**

This Agreement, made this ____ day of _____ 201__ by and between the City of Vineland, a municipal corporation of the State of New Jersey, hereinafter referred to as "City" and the Borough of Newfield, a municipal corporation of the State of New Jersey, hereinafter referred to as "Borough".

WHEREAS, the State of New Jersey Department of Environmental Protection has recommended that the water systems of the City and Borough be interconnected for emergency purposes; and

WHEREAS, there presently exists an emergency interconnect between the City and the Borough located along the boundary line which was installed under a prior agreement between the City and the Borough; and

WHEREAS, there is a need to upgrade the prior agreement and the metering system related to said emergency water supply interconnect to comply with present day requirements and standards; and

WHEREAS, the City is willing to permit the Borough to obtain an emergency water supply.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. The City agrees to furnish Borough and the Borough agrees to purchase and take from the City, under and in accordance with the terms hereof, an emergency supply of water through metered connections authorized by the Director of the Vineland Municipal Utilities of the City from the City's water mains to be used by Borough in supplying water for emergency purposes only to consumers located within the territorial limits of the Borough.

2. Borough agrees that the meters serving Borough from a connection to the City's water mains shall be kept closed and sealed and used only for emergency service when expressly authorized by the Director of the Vineland Municipal Utilities.

3. The Borough shall pay to the City all charges for water furnished hereunder, when due, at the same rates and subject to the same discounts and penalties fixed from time to time by Ordinance for water furnished through meters in like quantities to consumers with the corporate limits of the City.

4. The Borough shall pay to the City, in addition to charges for water furnished, an additional emergency standby charge of \$_____, due on the 1st day of _____ of each year this contract is in effect.

5. This contract shall be in force and continue in effect unless terminated as herein provided.

6. The Borough, at its own cost and expense, shall provide and install a six-inch meter, meter vaults and meter equipment, with six inch valves on each side of the meter, for purposes of measuring and controlling the said supply of water. The Borough, at its own cost and expense, shall also pay the full cost of all other installation expenses.

The said meters, meter equipment, meter vaults and valves shall be of such type and design as shall be satisfactory to and approved by the Director of the Vineland Municipal Utilities and shall be located in or near City limits at a location to be approved by said Director of the Vineland Municipal Utilities. The control valves shall be located within the City, and such meters, meter equipment, meter vaults and valves shall at all times be under control of the City, but the full and complete maintenance and protection of such meters, water equipment and meters vaults shall be the obligation of the Borough.

7. The authorized officers, agents and representatives of the City shall at all times have free access to the meter or meters and all other facilities herein provided for, with the purpose of shutting off the water for failure to pay the water rates or charges in this Agreement provided to be paid by the Borough and for the purpose of reading the registration of the said meter or meters and to examine, shut off and test the same to ascertain whether or not they are in good condition and repair, and to make such repairs upon the same and may be necessary, the expense of any and all necessary repairs to be borne by the Borough.

8. The Borough, at its own cost and expense, shall provide, make and keep in repair all feeder mains, connections, meter vaults, receiving tank or tanks, booster or other pumps, and a slow acting valves, or other appliances deemed necessary by the Director of the Vineland Municipal Utilities of the City at the point of connection herein designated. If at any time the meter or meters or meter housing, which also are to be provided by the Borough.

9. The Borough agrees to appropriate annually sufficient money or funds for the payment of the water furnished by the City hereunder. The Borough agrees that it will at all times charge its water consumers sufficient rates in order to provide funds for the payment of the water furnished it by the City.

10. It is further agreed that the City may either in law or equity enforce or compel performance of any and all covenants herein contained.

11. The City may adopt any protective or health measures it deems advisable or desirable for the benefit of its water consumers, such as the fluoridation of its water, in any manner that the Director of the Vineland Municipal Utilities shall see fit.

12. The Borough agrees to notify the Director of the Vineland Municipal Utilities as promptly as possible, all emergency and other conditions which may directly or indirectly affect the quality of the water received hereunder and the City's water supply and further agrees that the duly authorized engineers and inspectors of the City shall be allowed to make inspections and required tests of the quality of the water supply received hereunder as well as the quality of the water within the Borough's distribution system.

13. The Borough agrees not to resell or permit any water furnished hereunder to be used to supply any other municipality or any consumer of water located or residing outside the territorial limits of the Borough except those customers presently being served unless specifically authorized to do so by the Director of the Vineland Municipal Utilities.

14. Borough further agrees not to sell, lease or give any interest in or right or privilege to utilize its water supply main or mains to any other municipality or any consumer of water whose premises are located outside the territorial limits of Borough and further agrees not to permit any connection to be made to its water supply main or mains, except to supply consumers within the territorial limits of Borough without first securing written consent of the General Manager of Municipal Utilities.

15. The City shall not be responsible in damages for any failure to supply water or for interruption of the supply. The Borough agrees to save and keep harmless the City from all damages to real and personal property occasioned or caused by the making of the water connection or connections herein referred to, or caused by the furnishing of water hereunder, and shall also keep and save the City harmless from all damage of every kind, nature and description which may arise as the result of their making of this Agreement.

16. The City reserves the right to the Director of the Vineland Municipal Utilities to decide all questions arising as to the proper performance of this Agreement.

17. No assignment or transfer of this Agreement shall be made by the Borough.

18. The Borough hereby waives any defenses it may have by virtue of any governmental function it exercises in any action brought at law or equity under the terms of this Agreement.

19. No officer, official or agent of the City has the power to amend, modify or alter this Agreement, or waive any of its conditions or to bind the City by making any promise or representation not expressly contained herein.

Attest:

Borough of Newfield

Borough Clerk/Administrator

Mayor of the Borough of Newfield

Attest:

City of Vineland

Keith Petrosky
City Clerk

Mayor of the City of Vineland