

**A RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF AGREEMENT
BETWEEN THE TOWNSHIP OF NORTH BRUNSWICK AND AMERICAN WATER FOR
THE 2002-2022 MANAGEMENT AGREEMENT FOR
THE TOWNSHIP'S WATER TREATMENT AND DISTRIBUTION SYSTEM**

WHEREAS, the Township is the owner of its water treatment plant and distribution system which services North Brunswick and currently has a twenty-year Water Services Agreement with American Water (which includes all of the pertinent American Water entities in contract with North Brunswick) for management and maintenance of the system that includes, but is not limited to, American Water providing billing and collections for water and sewer usage, customer service, and plant operation services; and

WHEREAS, in January of 2018 the Mayor created a Water Ad Hoc Committee to begin reviewing the water system; and

WHEREAS, it has been determined in the best interest of the Township to amend the contract with American Water and bring in-house billing and collections, that will enable the Township to efficiently provide customers monthly billing, online access to their water consumption, and usage alerts to resident of unusual consumption; and

WHEREAS, representatives for the Township and American Water have met and agreed on the drafted Memorandum of Agreement amending terms and conditions within the contract to address billing and collections as well as other change in conditions items; and

WHEREAS, pursuant to the Memorandum dated July ___, 2021 attached hereto, the Township and American Water have reviewed the current contract terms and conditions and have agreed on the language changes.

NOW, THEREFORE, BE IT RESOLVED, on this 2nd day of August 2021, the Township Council of the Township of North Brunswick does hereby authorize the Memorandum of Agreement to be executed in substantially similar form to the attached draft Memorandum for aforesaid contract changes; and

BE IT FURTHER RESOLVED, that the Township Council of the Township of North Brunswick hereby authorizes the Mayor and/or Business Administrator to take necessary steps to execute the Memorandum of Agreement.

Justine Progebin
Business Administrator

Ronald Gordon, Esq.
Township Attorney
Approved as to legal form

Resolution # _____

RECORDED VOTE:

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
MEHTA				
LOPEZ				
GUADAGNINO				
ANDREWS				
DAVIS				
SOCIO				
MAYOR WOMACK				

I hereby certify that the above Resolution was duly adopted by the Township Council of the Township of North Brunswick, County of Middlesex, at its meeting held on August 2, 2021.

Lisa Russo
Township Clerk

**AMENDMENT NO. 1
TO THE
WATER SERVICES AGREEMENT FOR THE TOWNSHIP OF NORTH BRUNSWICK
WATER SYSTEM**

This Amendment (“Amendment No. 1”) to the Water Services Agreement for the Township of North Brunswick Water System (the “Agreement”) is made and dated this ____ day of _____, 2021 (“Effective Date”) by and between the Township of North Brunswick (the “Township”) and American Water Enterprises, LLC, successor in interest to American Water Services, Inc./JJS Management Services LLC (the “Company”). The Township, the Authority and Company are sometimes herein referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, on August 27, 2002, Company, the Middlesex County Improvement Authority (the “Authority”) and the Township entered into the Agreement, which provided for the operation and maintenance of the Township’s water system as well as for the provision of customer billing services and meter reading services; and

WHEREAS, in or about 2005, the Authority was removed as a party to the Agreement; and

WHEREAS, although the Agreement currently requires that Company handle all customer billing and meter reading services, the Township recently began self-performing customer billing services and meter reading services; and

WHEREAS, the Township wishes to amend the Company’s scope of services such that the Company will perform service line work for the Township’s customers; and

WHEREAS, Company and the Township now wish to amend the Agreement to account for all of the aforementioned scope changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree that the Agreement be amended as follows:

1. **Section 6.1—General.** Paragraph (e) of section 6.1 is deleted in its entirety and is replaced with the following:

The Company shall, within 30 minutes of becoming aware of such, commence corrective action as to all customer problems and emergencies relating to the System and shall maintain at all times during the term of this Agreement a toll-free 24-hour telephone number where customers of the System can report emergencies. The Company shall take all steps necessary in order to: (a) respond and commence corrective action for all water main breaks within two (2) hours; (b) respond to all water service complaints within two (2) business days, except that the Company

shall respond to loss of water complaints within two (2) hours; and (c) respond to and provide utility mark-outs within three (3) business days (if not an emergency situation).

2. Section 6.1—General. The following language is added to section 6.1:

(k) Water Turn-ons and Turn-offs. Customers of the Township, at their option, or the Township may contact Company directly to have their water turned off or turned on. Should the Township or a customer request that Company perform customer water turn-offs or turn-ons, the Township will pay Company an hourly fee for such work as outlined below. Company will bill Township directly for all customer water turn-offs or turn-ons, and Township will pay Company within 30 calendar days of Township's receipt of Company's invoice, regardless as to whether Township has received payment from the customer.

Should a turn-on or turn-off require additional work/repairs to complete the task, the Company will provide an estimate of the needed repairs to the Customer. If the Customer approves the repair work, then the Company will perform the work, and the Township will reimburse the Company for any service line repair work that is needed. Any repair work performed by Company will be billed by Company to the Township at AW's actual cost (as evidenced by invoice) t, plus mark-up of 12.5 %. The Township will, in turn, bill and collect from the customer for the cost of any service line repair work performed by Company. Company will bill Township directly for all service line repair work, and Township will pay Company within 30 calendar days of Township's receipt of Company's invoice, regardless as to whether Township has received payment from the customer.

Notwithstanding the foregoing, the parties agree that Company will only conduct work on the portion of any service line from the curb stop to the main; Company will not perform any service line work for the portion of the service line between the customer's property and the curb stop.

The Township acknowledges and agrees that the Company will only be held responsible for any damages to the service line or curb stop while Company is performing turn-on/turn/off service line work or service line repair work for the Township's customers to the extent any such damages are caused by Company's fault failure or negligence. Township will fully indemnify Company for any claims and/or damages that arise out of any service line work (whether turn-on/turn-off work or repair work) performed by Company, except to the extent such claims and/or damages are caused by Company's fault, failure or negligence.

All turn-on/turn-off service line work performed by Company will be based upon the following fee schedule:

Rate Schedule

Turn-on – normal business hours**	\$52.00 per hour
Turn-off – normal business hours**	\$52.00 per hour
Turn-on – after hours, weekends, holidays	\$63.00 per hour
Turn-off – after hours, weekends, holidays	\$63.00 per hour
 Curb box location fees – (normal business hours)	 \$52.00 per hour
Curb box location fees – (after hours, weekends, holidays)	\$63.00 per hour

**normal business hours are 7:30 am—3:30 pm local time, Monday through Friday, excluding holidays.

3. **Section 6.3---Maintenance Management Program.** The following language in section 6.3:

Valve exercising programs—at least once every three (3) years

is deleted in its entirety and is replaced with:

Valve exercising programs (in accordance with all applicable laws)

4. **Section 6.7---Reporting Requirements.** The following paragraph in part (d) of section 6.7:

- (i) Monthly Financial Reporting. A summary account activity report showing the aggregate balance of accounts receivables from customers at the end of the preceding month, billings to customers for the preceding month, collections from customers during the preceding month, adjustments to customers' accounts and aggregate balances of accounts receivable from customers at the end of the preceding month. The report shall provide a breakdown of classes of users and components of billings, collections and adjustments as to the Annual Management Fee, the Pass-through Charge, and pass-through Credits as the case may be;

is deleted in its entirety and replaced with:

- (i) RESERVED.

5. **Section 6.7---Reporting Requirements.** The following sentence in part (d), paragraph (v) (Monthly Operations Reports) of section 6.7:

The contents of this report shall include: (a) number of fire hydrants flushed for the month, year to date, and as a percentage of all hydrants, and (b) number of valves exercised for the month, year to date, and as a percentage of all valves.

is deleted in its entirety and replaced with:

The contents of this report shall include: (a) number of fire hydrants flushed for the month, year to date, and as a percentage of all hydrants, and (b) number of valves exercised for the month, year to date, and as a percentage of all valves shown in Schedule 10.

6. **Section 6.7—Reporting Requirements.** The following paragraphs in part (d) of section 6.7:

(xi) Statement of Operations. On or before each January 15, April 15, July 15 and October 15, a quarterly detailed accounts receivable trial balance showing the individual customers and their respective account balances as of the preceding December 31, March 31, June 30 and September 30, respectively, as reconciled with the ending balance of accounts receivables in the summary account activity report to be submitted pursuant to this Section and any customers proposed to receive shutoff notices;

(xii) Tax Sale List. On or before April 15th of each year, a list of overdue accounts which may be included by the Township in the Township's annual tax sale.

(xiii) Statement of Financial Operations. Within ninety (90) days of the end of each Contract Year, a Statement of Operations showing, in sufficient detail and by account title, the revenues and operating and maintenance expenses of the System. The Statement of Operations shall be prepared in accordance with generally accepted accounting principles and be reported upon by an independent certified public accountant (not affiliated with an accountant utilized by the Authority or the Township) based upon a review or audit performed by such accountant in accordance with applicable standards prescribed by the American Institute of Certified Public Accountants.

are deleted in their entirety and are replaced with the following:

- (xi) RESERVED
- (xii) RESERVED
- (xiii) RESERVED

7. **Section 6.8--Staffing.** Paragraph (c) of section 6.8 is deleted in its entirety and is replaced with the following:

- (c) RESERVED.

8. **Section 6.8--Staffing.** Paragraph (i) of section 6.8 is deleted in its entirety and is replaced with the following:

- (i) The Company shall perform mark-outs of all water mains and customer service lines as required by applicable laws, rules and regulations, which includes but is not limited to N.J.A.C. 14:2.

9. **Section 7.2—Repairs/Replacements/Modifications.** The following subsection in section 7.2:

Subject to Schedule 5, Repair, maintenance and operations of the Water System shall also include, but not be limited to, the following:

Routine painting and repairs of structures, both interior and exterior, by staff, except for water storage tanks which shall be considered Capital Improvements

Removal, testing/calibration and replacement of broken or inoperable valves and/or hydrants

Repair of main breaks

Inspection and tapping of new service connections

Calibration of instrumentation annually (or more often as necessary)

Hydrant flushing (twice yearly) and maintenance

Reading of meters as required for billing purposes in the Township

Disposal of all sludges, screenings, grit, debris, unneeded chemicals, chemical waste, trash, etc. from all System

Sampling, testing analysis, and reporting

Billing and collections in the Township; and

All else necessary in accordance with the Definitions and obligations of this Agreement, therefor or incidental thereto, to protect the health, safety and welfare of the customers and as required by industry standards and utility practices.

is deleted in its entirety and is replaced with:

Subject to Schedule 5, Repair, maintenance and operations of the Water System shall also include, but not be limited to, the following:

Routine painting and repairs of structures, both interior and exterior, by staff, except for water storage tanks which shall be considered Capital Improvements.

Removal, testing/calibration and replacement of broken or inoperable valves and/or hydrants.

Repair of main breaks.

Inspection of new service connections;

Calibration of instrumentation annually (or more often as necessary).

Hydrant flushing (twice yearly) and maintenance.

Disposal of all sludges, screenings, grit, debris, unneeded chemicals, chemical waste, trash, etc. from all System.

Sampling, testing analysis, and reporting; and

All else necessary in accordance with the Definitions and obligations of this Agreement, therefor or incidental thereto, to protect the health, safety and welfare of the customers and as required by industry standards and utility practices.

10. Section 8.5—Billing and Collections. Section 8.5 is deleted in its entirety and is replaced with the following:

Section 8.5. RESERVED

- 11. Section 8.6—Application of Rents, Rates, Fees and Other Charges.** Paragraph (b) is deleted in its entirety and is replaced with the following:

(b) RESERVED.

- 12. Section 10.20—Hiring of Company Personnel.** Section 10.20 is deleted in its entirety and is replaced with the following:

Within 365 days of the expiration of this Agreement, the Township shall have the right to offer employment to and hire on any terms it may choose any Company employee employed full time at the facilities, provided that the Township ensures that such employees continue to perform the work outlined in the Agreement under the direction of Company until such time as the Agreement expires or is terminated.

Should, however, the Township elect to subcontract the operations of the facilities to a third party following the expiration of the Agreement, the parties agree that: i) the Township's subcontractor may, within 30 days of the expiration of the Agreement, offer employment to any Company employee(s) who is employed full-time at the facility; and ii) the employee(s) shall not become an employee of the Township's subcontractor until after the expiration or termination of the Agreement.

The Company shall assist and cooperate with any such employee transition as reasonably requested by the Township.

- 13. Section 10.22—Exit Evaluation.** Section 10.22 states that, one year prior to the termination or expiration of the Agreement, the Company will be subject to an Exit Evaluation at the Township's cost. The Township has requested that the Company grant its consent for the Township to begin the Exit Evaluation prior to the start of the final year of the Term of the Agreement (i.e., prior to September 22, 2021). The Parties acknowledge and agree that the Company has granted its consent for the Township to begin the Exit Evaluation prior to September 22, 2021.

- 14. References to Billing and Collections Work.** The parties agree that, as of **October 1, 2018**, Company is no longer responsible for the provision of any customer billing or collections services under the Agreement. The parties further acknowledge and agree that any references to Company's responsibility for billing and collections services that are not specifically modified via this Amendment shall be considered to be the responsibility of the Township.

15. References to Meter Reading Work. The parties agree that, as of **October 1, 2018**, Company is no longer responsible for: i) managing the Township's meter reader; ii) reimbursing the Township for the costs of the salary and benefits of the Township's meter reader; or iii) conducting meter reading for billing and customer service functions. The parties further acknowledge and agree that any references to Company's responsibility for: a) managing the Township's meter reader; ii) paying for the Township's meter reader; and iii) conducting meter reading that are not specifically modified via this Amendment shall be considered to be the responsibility of the Township.

16. The Parties acknowledge and agree that, beginning on October 1, 2018 (i.e., the start of Contract Year 17), the following modifications to the scope of Services occurred: i) meter reading, utility billing, payment collection and phone-level customer service were removed from the Company's scope of Services under the Agreement; and ii) the performance of service line mark-outs was added to the Company's scope of Services under the Agreement.

As a result of these changes, the Parties acknowledge and agree that the following adjustments were made to the Fixed Management Fee beginning on October 1, 2018: i) \$3,221.40 was reduced from the Fixed Management Fee each month to account for the removal of meter reading services; ii) \$9,750.00 was reduced from the Fixed Management Fee each month to account for the removal of utility billing, payment collection and phone-level customer service; and iii) \$3,218.33 was added to the Fixed Management Fee each month to account for Company's performance of service line mark-outs. The Parties acknowledge and agree that these modifications to the scope of Services resulted in a total reduction to the Fixed Management Fee of \$9,753.07 per month, which is equal to \$117,036.84 annually. The Parties further acknowledge and agree that: i) the Parties previously agreed to all such adjustments to the Fixed Management Fee, and have followed these adjustments since October 1, 2018; and ii) all such adjustments to the Fixed Management Fee have been made in the revised Schedule 1 attached to this Amendment for Contract Years 17 through 20.

17. Schedule 1—Fixed Management Fee. The parties agree that Schedule 1 is deleted in its entirety and replaced with Schedule 1, which is attached hereto as Attachment 1 and incorporated herein in its entirety.

18. Schedule 9—North Brunswick Water System (Minimum) Organization Diagram. The parties agree that Schedule 9 is deleted in its entirety and replaced with Schedule 9, which is attached hereto as Attachment 2 and incorporated herein in its entirety.

19. Other Provisions. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect to the extent not modified by this Amendment. Any capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

20. Schedule 10—North Brunswick Water Valve Analysis. Schedule 10 is added to the Agreement, which is attached hereto as Attachment 3 and incorporated herein in its entirety.

17. This Amendment may be executed in any number of original counterparts. All such counterparts shall constitute one and the same Amendment

IN WITNESS WHEREOF, Town, the Authority and Company have executed this Amendment as of the Effective Date.

TOWNSHIP OF NORTH BRUNSWICK

Name

Title

**AMERICAN WATER ENTERPRISES,
LLC**

Name

Title

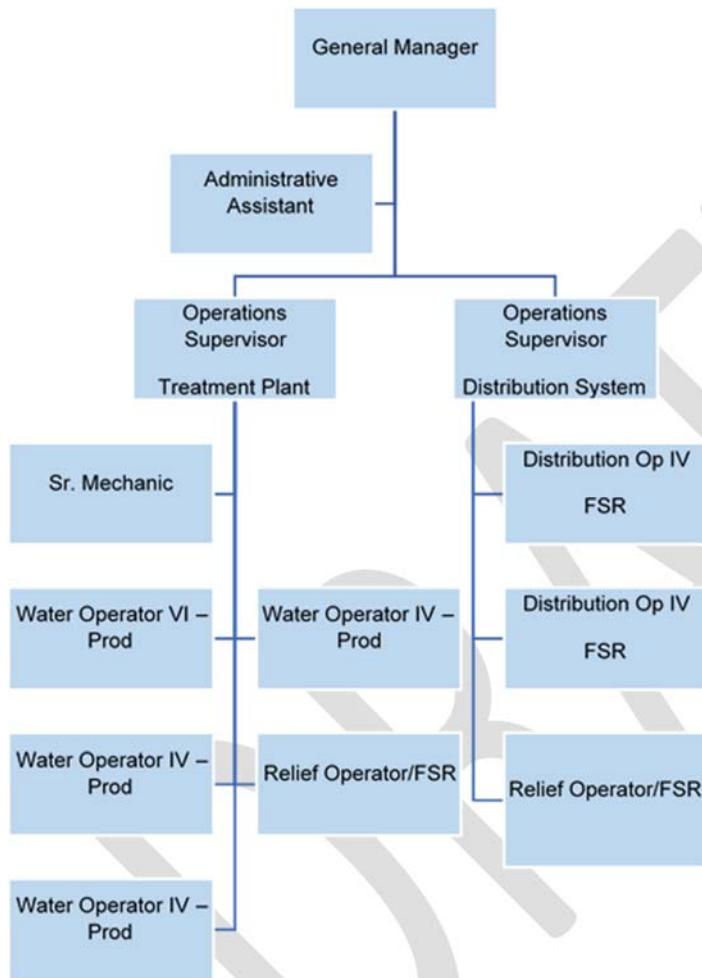
Attachment 1

**SCHEDULE 1
FIXED MANAGEMENT FEE**

<u>Contract Year</u>	<u>Management Fee</u>
1	\$2,080,000
2	\$2,121,600
3	\$2,164,032
4	\$2,207,313
5	\$2,251,459
6	\$2,296,488
7	\$2,342,418
8	\$2,389,286
9	\$2,437,052
10	\$2,485,793
11	\$2,535,508
12	\$2,586,219
13	\$2,637,943
14	\$2,690,702
15	\$2,744,516
16	\$2,799,406
17	\$2,738,357
18	\$2,795,465
19	\$2,853,715
20	\$2,913,130

Attachment 2

SCHEDULE 9—North Brunswick Water System (Minimum) Organization Diagram



Attachment 3

SCHEDULE 10—North Brunswick Water Valve Analysis

DRAFT

North Brunswick Water Valve Analysis	
Size	Number
4	2
6	185
8	594
10	111
12	178
16	36
18	5
20	13
24	1
unknown	805
Total:	1930

**THE TOWNSHIP OF NORTH BRUNSWICK
THE COUNTY OF MIDDLESEX, NEW JERSEY**

**RESOLUTION OF THE TOWNSHIP OF NORTH BRUNSWICK AUTHORIZING THE
MAYOR TO EXECUTE THE LETTER OF TERMINATION, TERMINATING THE
"PARTNERSHIP AGREEMENT FOR OPERATION, MAINTENANCE AND
MANAGEMENT SERVICES FOR THE TOWNSHIP OF NORTH BRUNSWICK'S
MUNICIPAL WATER AND WASTE WATER SYSTEMS" BY AND BETWEEN THE
TOWNSHIP AND U.S. WATER, INC" AND RELEASE**

WHEREAS, on February 27, 1996, pursuant to ordinance, the Township of North Brunswick (the "Township") entered into an agreement entitled the "Partnership Agreement for the Operation, Maintenance and Management Services for the Township of North Brunswick's Municipal Water and Wastewater Systems" (the "Partnership Agreement") with U.S. Water, Inc. ("U.S. Water"); and

WHEREAS, pursuant to the terms of a previously adopted Interlocal Services Agreement (the Interlocal Agreement"), the Middlesex County Improvement Authority (the "MCIA"), on behalf of, and with input from, the Township, procured and negotiated an agreement entitled the "Water Services Agreement for the Township of North Brunswick's Water System By and Among the Township of North Brunswick, the Middlesex County Improvement Authority and American Water Services, Inc./JJS Management Services, LLC" (the "Water Services Agreement") in accordance with the terms of the "New Jersey Water Supply Public-Private Contracting Act," N.J.S.A. 58:26-19, et seq. (the "Water Act"); and

WHEREAS, pursuant to the terms of the Interlocal Agreement, the MCIA, on behalf of, and with input from the Township, procured and negotiated an agreement entitled the "Wastewater Services Agreement for the Township of North Brunswick's Wastewater System By and Among the Township of North Brunswick, the Middlesex County Improvement Authority and U.S. Water Service Company LLC" (the "Wastewater Services Agreement") in accordance with the terms of the "New Jersey Wastewater Treatment Public-Private Contracting Act," N.J.S.A. 58:27-19, et seq. (the "Wastewater Act"); and

WHEREAS, the MCIA held a public hearing at the Township Municipal Building, located at 710 Hermann Street, North Brunswick, New Jersey on May 7, 2002 in accordance with the provisions of the Water Act and Wastewater Act to discuss the terms and conditions of the Water Services Agreement and Wastewater Services Agreement; and

WHEREAS, in accordance with the provisions of the Water Act, the Water Services Agreement was submitted to, and approved by, the Local Finance Board and the Board of Public Utilities, and was submitted to the Department of Environmental Protection for comment; and

WHEREAS, in accordance with the provisions of the Wastewater Act, the Wastewater Services Agreement was submitted, and approved by, to the Local Finance Board, and submitted to the Department of Environmental Protection for comment; and

WHEREAS, after conducting public hearings on June 24, 2002 and July 1, 2002, the Township Council, by Ordinance #02-29 duly adopted on July 1, 2002, approved the terms and conditions of the Water Services Agreement and Wastewater Services Agreement, and authorized the Mayor to execute the Water Services Agreement and the Wastewater Services Agreement and all other documents, certificates or agreements that are or may be necessary to fully effectuate the terms and conditions of the Water Services Agreement and the Wastewater Services Agreement, and further authorized the Business Administrator, Township Clerk, Chief Financial Officer, Township Attorney or any other Authorized Representative of the Township (as defined in the Water Services Agreement and the Wastewater Services Agreement) to prepare any and all such other documents, certificates or agreements and to do and cause to be done any and all acts and things necessary or proper for carrying out the execution and delivery of the Water Services Agreement and Wastewater Services Agreement;

WHEREAS, the Township is permitted pursuant to the provisions of Section 9.5 of the Partnership Agreement, at its sole option and discretion, to terminate the Partnership Agreement for any reason whatsoever, upon ninety (90) days prior notice to U.S. Water, subject to certain payment obligations; and

WHEREAS, in order to implement the Water Services Agreement and the Wastewater Services Agreement, representatives of the Township and U.S. Water negotiated the terms necessary for the termination of the Partnership Agreement and such terms are incorporated into correspondence from Michael Belsante, President of U.S. Water, LLC, and Release; and

WHEREAS, the Township desires to authorize the Mayor to execute the Termination Letter and Release in order to terminate the Partnership Agreement as of September 30, 2002 and implement the Water Services Agreement and Wastewater Services Agreement, effective as of October 1, 2002.

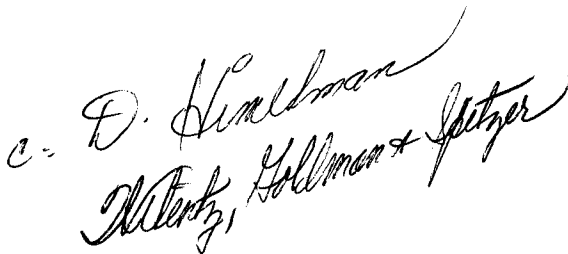
NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of North Brunswick as follows:

1. The Township Council hereby approves the terms and conditions of the Termination Letter and Release, which are incorporated by reference as if fully set forth herein. Copies of the Termination Letter and Release are on file in the office of the Township Clerk for public inspection.
2. The Mayor is authorized to execute the Termination Letter and Release, in substantially the same form as Exhibits A and B attached hereto and incorporated herein by reference, and all other documents, certificates or agreements that are or may be necessary to terminate the Partnership Agreement as of September 30, 2002 and implement the Water Services Agreement and Wastewater Services Agreement, effective as of October 1, 2002.
3. The Township Clerk shall forward certified copies of the resolution to all appropriate officials.

I hereby certify that the foregoing is a true copy of the Resolution adopted by the Township Council of North Brunswick at a meeting held on August 19, 2002.


HELEN C. FOLEK,

Clerk of the Township of North Brunswick


c. D. Lindman
M. Kelly, Hollman & Spitzer

**THE TOWNSHIP OF NORTH BRUNSWICK
THE COUNTY OF MIDDLESEX, NEW JERSEY
ORDINANCE NO. 02-29**

**AN ORDINANCE OF THE TOWNSHIP OF NORTH BRUNSWICK
APPROVING THE "WATER SERVICES AGREEMENT FOR THE
TOWNSHIP OF NORTH BRUNSWICK'S WATER SYSTEM BY AND
AMONG THE TOWNSHIP OF NORTH BRUNSWICK, THE
MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AND
AMERICAN WATER SERVICES, INC./JJS MANAGEMENT SERVICES,
LLC" AND THE "WASTEWATER SERVICES AGREEMENT FOR THE
TOWNSHIP OF NORTH BRUNSWICK'S WASTEWATER SYSTEM BY
AND AMONG THE TOWNSHIP OF NORTH BRUNSWICK, THE
MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AND U.S.
WATER SERVICE COMPANY LLC" AND AUTHORIZING THE
EXECUTION THEREOF**

WHEREAS, pursuant to the terms of a previously adopted Interlocal Services Agreement (the Interlocal Agreement), the Middlesex County Improvement Authority (the "MCIA"), on behalf of, and with input from, the Township of North Brunswick (the "Township"), has procured and negotiated an agreement entitled the "Water Services Agreement for the Township of North Brunswick's Water System By and Among the Township of North Brunswick, the Middlesex County Improvement Authority and American Water Services, Inc./JJS Management Services, LLC" (the "Water Services Agreement") in accordance with the terms of the "New Jersey Water Supply Public-Private Contracting Act," N.J.S.A. 58:26-19, et seq. (the "Water Act"); and

WHEREAS, pursuant to the terms of the Interlocal Agreement, the MCIA, on behalf of, and with input from the Township, has procured and negotiated an agreement entitled the "Wastewater Services Agreement for the Township of North Brunswick's Wastewater System By and Among the Township of North Brunswick, the Middlesex County Improvement Authority and U.S. Water Service Company LLC" (the "Wastewater Services Agreement") in accordance with the terms of the "New Jersey Wastewater Treatment Public-Private Contracting Act," N.J.S.A. 58:27-19, et seq. (the "Wastewater Act"); and

WHEREAS, the MCIA held a public hearing at the Township Municipal Building, located at 710 Hermann Street, North Brunswick, New Jersey on May 7, 2002 in accordance with the provisions of the Water Act and Wastewater Act to discuss the terms and conditions of the Water Services Agreement and Wastewater Services Agreement; and

WHEREAS, also in accordance with the provisions of the Water Act, the Water Services Agreement was submitted to the Local Finance Board and Board of Public Utilities for approval and the Department of Environmental Protection for comment; and

WHEREAS, also in accordance with the provisions of the Wastewater Act, the Wastewater Services Agreement was submitted to the Local Finance Board for approval and Department of Environmental Protection for comment; and

WHEREAS, in order to effectuate the terms of the Water Services Agreement and the Wastewater Services Agreement, the MCIA shall obtain a leasehold interest in the Township's water and wastewater system pursuant to a Lease and Franchise Agreement and a Lease Purchase Agreement by and between the MCIA and the Township (the "Lease Agreements"), the execution of which has been authorized by a companion Township ordinance; and

WHEREAS, pursuant to Section 4.2 of the Water Services Agreement and of the Wastewater Services Agreement, the Township shall not be obligated to perform any obligations thereunder until the Local Finance Board and Board of Public Utilities approves the Water Services Agreement and the Local Finance Board approves the Wastewater Services Agreement in accordance with the provisions of the Water Act and Wastewater Act; and

WHEREAS, the Township desires to execute the Water Services Agreement upon the terms and conditions contained therein and subject to approval by the Local Finance Board and Board of Public Utilities and review by the Department of Environmental Protection; and

WHEREAS, the Township desires to execute the Wastewater Services Agreement upon the terms and conditions contained therein and subject to approval by the Local Finance Board and review by the Department of Environmental Protection.

NOW THEREFORE, BE IT ORDAINED by the Township Council of the Township of North Brunswick as follows:

Section 1. The Township Council hereby approves the terms and conditions of the Water Services Agreement, which is incorporated by reference as if fully set forth herein, subject to the approval by the Local Finance Board and Board of Public Utilities and subject to comment from the New Jersey Department of Environmental Protection. A copy of the Water Services Agreement is on file in the office of the Township Clerk for public inspection.

Section 2. The Township Council hereby approves the terms and conditions of the Wastewater Services Agreement, which is incorporated by reference as if fully set forth herein, subject to the approval by the Local Finance Board and subject to comment from the New Jersey Department of Environmental Protection. A copy of the Wastewater Services Agreement is on file in the office of the Township Clerk for public inspection.

Section 3. The Mayor is authorized to execute the Water Services Agreement and the Wastewater Services Agreement in substantially the same form as Exhibit A and B, attached hereto and incorporated herein by reference, and all other documents, certificates or agreements that are or may be necessary to fully effectuate the terms and conditions of the Water Services Agreement and the Wastewater Services Agreement. The Business Administrator, Township Clerk, Chief Financial Officer, Township Attorney or any other Authorized Representative of the Township (as defined in the Water Services Agreement and the Wastewater Services Agreement)

are authorized to prepare any and all such other documents, certificates or agreements and to do and cause to be done any and all acts and things necessary or proper for carrying out the execution and delivery of the Water Services Agreement and Wastewater Services Agreement.

Section 4. This Ordinance shall take effect after the final passage and publication as provided by law.

ADOPTED ON FIRST READING

DATED: June 3, 2002

HELEN C. FOLEK

Clerk of the Township of North Brunswick

SECOND READING: June 24, 2002

ADJOURNED - CONTINUED TO July 1, 2002

ADOPTED: JULY 1, 2002

HELEN C. FOLEK

Clerk of the Township of North Brunswick

☒
☐

APPROVED
REJECTED



7-9-02

DAVID D. SPAULDING, MAYOR
Township of North Brunswick

RECONSIDERED BY COUNCIL _____

OVERRIDE VOTE

☐ YES

☐ NO

c: mcl A. water