

TOWNSHIP OF MAPLEWOOD



RESOLUTION NO. 36-15

**RESOLUTION
AUTHORIZING
THE MAYORS' COUNCIL
FOR RAHWAY RIVER
WATERSHED FLOOD CONTROL
MUNICIPAL COURT SHARING AGREEMENT
FOR 2015**

WHEREAS, there exists a Mayor's Council for Rahway River Watershed Flood Control ("Council"); and

WHEREAS, the Township of Maplewood ("Township") is a member of that Council; and

WHEREAS, there is a proposed agreement amongst various municipalities with regard to the Rahway River Watershed Flood Control for 2015; and

WHEREAS, the agreement set forth various amounts that respective municipalities would contribute to defray the cost of the to take action to prevent such abuses in our community.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey that:

1. The Township of Maplewood does agree to continue its representation in Mayors' Council for Rahway River Watershed Flood Control and to contribute \$5,000.00 to the Council;
2. Victor DeLuca, as Mayor of the Township of Maplewood and Elizabeth Fritzen, as Clerk of the Township of Maplewood may execute the attached agreement on behalf of the Township of Maplewood.

APPROVED: _____
VICTOR DeLUCA, Mayor

I, Elizabeth J. Fritzen, Township Clerk of the Township of Maplewood, in the County of Essex and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey, at a regular meeting of said Committee held on February 3, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Township of Maplewood in the County of Essex and State of New Jersey, on this 3rd day of February 2015.

ELIZABETH J. FRITZEN, R.M.C.
Township Clerk

MAYORS COUNCIL FOR RAHWAY RIVER WATERSHED FLOOD CONTROL
MUNICIPAL COST SHARING AGREEMENT-FY 2015

Agreement entered into this ___day___, 2014, by, between and among the following municipalities:

Cranford Township
8 Springfield Avenue
Cranford, NJ 07016

Rahway City
1 City Hall Plaza
Rahway, NJ 07065

Kenilworth Borough
567 Boulevard
Kenilworth, NJ 07033

Springfield Township
100 Mountain Avenue
Springfield, NJ 07081

Maplewood Township
574 Valley Street
Maplewood, NJ 07040

Union Township
1976 Morris Avenue
Union, NJ 07083

Millburn Township
375 Millburn Avenue
Millburn, NJ 07041

("the Parties"); Witnesseth

WHEREAS, there exists in the Rahway River Basin, conditions of serious and repeated flood damage with resulting threat to life and property in areas within each municipality which is a party to this Agreement; and

WHEREAS, the Parties intend to act in a cooperative manner to engage in planning, engineering, legal and environmental assessment activities to commence a process to determine the most feasible and effective program for alleviation of these flooding events; and

WHEREAS, the Parties simultaneous with the US Army Corps of Engineers and the New Jersey Environmental Protection (DEP) have been working to finalize the US Army Corp's Rahway River Flood Mitigation Study which included a 2012 INTERLOCAL COST SHARING AGREEMENT that is now replaced by this new agreement;

WHEREAS, Millburn Township is willing to act as LEAD Agency for the phase of work set forth in this Agreement as herein, the Parties agree as follows:

1. Purpose

The Parties shall collaborate to implement engineering, environmental, federal lobbying, and legal activities and to fund the cost thereof for:

- a) Development and approval of this Agreement
- b) Negotiation and contract development for access agreements with the County of Essex and City of Orange for the performance of surveys, studies, tests, soundings including sonar, borings, appraisals and other such engineering and environmental analysis as shall be necessary to determine the suitability of a flood control project;
- c) Develop, consistent with applicable law, a mechanism for the receipt and disbursement of federal and/or state loan or grant funds;
- d) Assist in the preparation of grant/loan applications for federal and/or state governments including if necessary, the Local Finance Board;
- e) Hiring of Winning Strategies and other lobby firms to obtain federal/state funding

2. Cost

In order to fund the performance of the services enumerated, the Parties agree to each authorize and contribute the sum listed in Appendix A. A new appendix will be incorporated into this agreement each new fiscal year such services are required by the adoption of a Resolution by all parties approving the same. The Township of Millburn shall receive \$1500 as reimbursement for the cost of the administration of the escrow

fund and associated activities. Checks shall be made payable to Millburn Township-Joint Municipal Escrow Fund, mailed in care of Millburn CFO.

3. Lead Agency

- a) As lead Agency, Millburn Township shall establish an escrow account for the receipt of funds from the Parties. Following receipt of itemized bills for any such services, Millburn Township is authorized to pay the same only to the extent that funds are available for the purpose in the escrow account. If it is determined during the performance of the work to be performed pursuant to paragraph 1 that additional contributions are required in order to complete the same, the Parties shall agree among them as to the appropriate cumulative amounts to be deposited in the escrow account and shall deposit the same in accordance with agreed upon allocation. If the work authorized under the Paragraph 1 is completed with a balance remaining in the escrow account, said sum shall be distributed to the Parties in accordance with the allocation formula agreed to.
- b) Copies of all maps, engineering data, agreements, correspondence, and the documents created as a result of this Agreement shall be provided to each of the Parties by Millburn, with reproduction costs paid by any party requesting the same.

4. Joint Action by Parties

- a) Each Party shall adopt an enactment to authorize the execution of this Agreement and the payment of the sum as shown in Appendix A.
- b) No activities as outlined above, shall be undertaken unless and until this Agreement shall have been fully executed and the funds of each of the Parties is deposited with Millburn.
- c) Future phases of the work associated with the alleviation of flooding, shall require a new Agreement or Agreements among the Parties and /or any additional municipalities which shall join in such collaborative joint efforts and projects.
- d) In any case where the consent of one of the Parties is required, the same must be delivered in writing and the Parties are entitled to rely upon a consent executed by the Mayor of said municipality as authorized by and binding upon that municipality.

5. This agreement may be executed in counterparts, each of which shall be deemed an original and which together, shall constitute one and the same Agreement.

6. Notices

All notices pertaining to this Agreement shall be in writing delivered to the Parties personally or by private courier or overnight service (such as Federal Express), or by registered or certified mail, return receipt requested and postage prepaid, at the addresses set forth above and shall be deemed delivered and effective upon actual receipt in the event of personal or private courier delivery or three (3) business days after deposit with the US Postal Service properly addressed and with postage thereon fully paid in the event of mail delivery.

7. Entire Agreement; Modification; Waiver

This Agreement constitutes the entire Agreement between and among the parties pertaining to the subject matter contained in it and supercedes all prior and contemporaneous agreements, representations, and understandings. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by or on behalf of all Parties.

8. Severability

Each provision of this Agreement is severable from any and all provisions of this Agreement. Should any provisions of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

9. Governing Law

The Agreement shall be governed and construed according to the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officials effective as of the day and year first above written

Tara Rowley,
Cranford Township Clerk

Andis Kalnins,
Cranford Township Mayor

Laura Reinertsen,
Kenilworth Borough Clerk

Fred M. Pugliese,
Kenilworth Borough Mayor

Elizabeth J. Fritzen,
Maplewood Township Clerk

Victor DeLuca,
Maplewood Township Mayor

Jeffrey J. Jotz,
Rahway City Clerk

Samson Steinman,
Rahway City Mayor

Christine A. Gatti,
Millburn Township Clerk

Robert Tillotson,
Millburn Township Mayor

Linda Donnelly,

David Barnett,

Springfield Township Clerk

Springfield Township Mayor

Eileen Birch,
Union Township Clerk

Manuel Figueiredo,
Union Township Mayor

APPENDIX A

FY 2015 MAYORS COUNCIL RAHWAY RIVER WATERSHED
FLOOD CONTROL BUDGET

Revenue (1)	\$70,000
Expenses	\$60,000 – Federal/State \$10,000 – Engineering

(1) Allocation:

Cranford	\$20,000
Millburn	\$10,000
Maplewood	\$ 5,000
Springfield	\$10,000

Union **\$10,000**

Kenilworth **\$ 5,000**

Rahway **\$10,000**

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