

**TOWNSHIP OF MAPLEWOOD**



**RESOLUTION NO. 211-15**

**RESOLUTION  
AUTHORIZING  
PARTICIPATION  
IN THE MAYORS' COUNCIL  
FOR RAHWAY RIVER  
WATERSHED FLOOD CONTROL  
FOR 2016  
AND  
AUTHORIZING A CONTRIBUTION  
OF \$5,000.00**

**WHEREAS**, the Township of Maplewood ("Township") is a member of the Mayor's Council for Rahway River Watershed Flood Control; and

**WHEREAS**, it is necessary to enter into a new agreement for 2016, which will include cost sharing amongst the various member municipalities; and

**WHEREAS**, the proposed form of Agreement is annexed hereto as Exhibit A; and

**WHEREAS**, it is in the best interests of the Residents of the Township that the Township be a part of the Mayors' Council for Rahway River Watershed Flood Control in 2016.

**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 be a member of the Mayor's Council for Rahway River Watershed Flood Control.
2. The Township Mayor and the Township Clerk be and are hereby authorized to execute the 2016 Agreement for the Mayor's Council for Rahway River Watershed Flood Control, a copy of which is annexed hereto.
3. The Township of Maplewood does agree to make a contribution of \$5,000.00 for 2016 as its proportionate share of the cost for the Mayor's Council for Rahway River Watershed Flood Control.

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 November 4, 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 4th day of  
November 2015.

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

**MAYORS COUNCIL FOR RAHWAY RIVER WATERSHED FLOOD CONTROL  
MUNICIPAL COST SHARING AGREEMENT-FY 2016**

Agreement entered into this \_\_\_\_day\_\_\_\_, 2015, 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 prior INTERLOCAL COST SHARING AGREEMENTS that are 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,  
Springfield Township Clerk

\_\_\_\_\_  
David Barnett,  
Springfield Township Mayor

\_\_\_\_\_  
Eileen Birch,  
Union Township Clerk

\_\_\_\_\_  
Manuel Figueiredo,  
Union Township Mayor

APPENDIX A

FY 2016 MAYORS COUNCIL RAHWAY RIVER WATERSHED  
FLOOD CONTROL BUDGET

Revenue (1)	\$80,000
Expenses	\$60,000 - Winning Strategies \$10,000 - Engineering \$10,000 - Miscellaneous - Administration
(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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