

SOUTH ORANGE VILLAGE
Municipal Offices
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South Orange
Essex County
New Jersey 07079

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RESOLUTION #2021-187

June 28, 2021

RESOLUTION APPROVING THE FOURTH AMENDMENT TO THE COMMODITY-DEMAND REGIONAL WATER SALES AGREEMENT BY AND BETWEEN NEW JERSEY AMERICAN WATER COMPANY, INC. AND THE TOWNSHIP OF SOUTH ORANGE VILLAGE

WHEREAS, on January 13, 2015, the Township of South Orange Village entered into an agreement with the New Jersey American Water Company, Inc. for the purchase of a minimum of 2.0 million gallons of water per day ("MGD"); and

WHEREAS, on January 1, 2017, the parties amended the agreement to specify the location of the Point of Delivery (the "First Amendment"); and

WHEREAS, effective December 1, 2018, the parties entered into a second amendment to the agreement to provide an additional quantity of water for a period of twenty-four months or until certain improvements were made (whichever occurred first) (such period of time referred to in the second amendment as the "Relief Period") to Purchaser's groundwater supply well, Well #17 (WSWL65351; DEP Water Allocation Permit No. 5073) (the "Second Amendment"); and

WHEREAS, the Second Amendment recognized Well #17 water production (as opposed to operational capacity) at a Peak Day capacity of 0.336 MGD; and

WHEREAS, effective August 1, 2020, the Parties entered into a third amendment to the Agreement (the "Third Amendment") to extend the Relief Period until the improvements to Well #17 are fully operational or July 2021, whichever occurs first ("Extended Relief Period") and to recognize the operational capacity of Well #17 as 0.576 MGD; and

WHEREAS, it is necessary to amend the Agreement and the Second Amendment to extend the Relief Period until the improvements to Well #17 are fully operational or July 2021, whichever occurs first (hereinafter referred to as the "Extended Relief Period"); and

WHEREAS, after extensive study and in coordination with the New Jersey Department of Environmental Protection, the Township of South Orange Village has decided to permanently decommission Well #17 and commit to purchasing all of its everyday, non-emergency supply from New Jersey American Water Company, Inc.; and



WHEREAS, it is necessary to further amend the Third Amendment to recognize the decision to decommission Well #17 and recognize the intent of the parties to purchase all everyday, non-emergency water supply from New Jersey American Water Company, Inc. in consideration of, among other things, recognition by New Jersey American Water Company, Inc. that, for the purposes of determining regulatory capacities, the peak day capacity (or so-called 'firm capacity') of the South Orange Water System shall be commensurate with the operational capacity of the New Jersey American Water Company, Inc. South Orange Booster Station (i.e. up to 3.0 MGD).

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Township of South Orange Village that:

1. The Fourth Amendment is hereby accepted and approved as annexed or substantially similar form.
2. The Village President is hereby authorized to execute the Fourth Amendment.

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Brown						
Coallier			X			
Haskins			X			
Hartshorn Hilton	X		X			
Jones		X	X			
Zuckerman			X			

CERTIFICATION

I, Ojetti E. Davis, Acting Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their regular meeting held on Monday, June 28, 2021.

Ojetti E. Davis
Acting Village Clerk

FOURTH AMENDMENT TO THE COMMODITY-DEMAND REGIONAL WATER SALES AGREEMENT BY AND BETWEEN NEW JERSEY-AMERICAN WATER COMPANY, INC. AND THE TOWNSHIP OF SOUTH ORANGE VILLAGE

This fourth amendment (“Fourth Amendment”) to the Commodity Demand Regional Water Sales Agreement (the “Agreement”) by and between New Jersey-American Water Company, Inc. (the “Company”) having its principal place of business at 1 Water Street, Camden, New Jersey 08102 and the Township of South Orange Village (the “Purchaser”) having its principal place of business at Village Hall, 76 South Orange Avenue, 3rd Floor, South Orange, New Jersey 07079 (hereinafter referred to jointly as “the Parties”) shall be effective as of January 1, 2021.

WHEREAS, on January 13, 2015, the Parties entered into the Agreement for the purchase of a minimum of 2.0 million gallons of water per day (“MGD”); and

WHEREAS, on January 1, 2017, the Parties amended the Agreement to specify the location of the Point of Delivery (the “First Amendment”); and

WHEREAS, effective December 1, 2018, the Parties entered into a second amendment to the Agreement to provide an additional quantity of water for a period of twenty-four months or until certain improvements were made (whichever occurred first) (such period of time referred to in the second amendment as the “Relief Period”) to Purchaser’s groundwater supply well, Well #17 (WSWL65351; DEP Water Allocation Permit No. 5073) (the “Second Amendment”); and

WHEREAS, effective August 1, 2020, the Parties entered into a third amendment to the Agreement to extend the Relief Period until the improvements to Well #17 are fully operational or July 2021, whichever occurs first (“Extended Relief Period”) and to recognize the operational capacity of Well #17 as 0.576 MGD;

WHEREAS, after extensive study and in coordination with the New Jersey Department of Environmental Protection, the Purchaser has decided to permanently decommission Well #17 and commit to purchasing all of its everyday, non-emergency supply from the Company;

NOW THEREFORE, in consideration of mutual promises and other adequate consideration, the Parties hereby agree as follows:

1. Section 4. A. of the Agreement shall be deleted and replaced in its entirety by the following:

A. For water made available to the Purchaser as represented by the Nominated Demand, Purchaser will pay a monthly bill consisting of a Fixed Service Charge, a Distribution System Improvement Charge, a Demand Charge, a Commodity Charge and a Purchased Water Adjustment Charge. The Fixed Service Charge and the Distribution System Improvement Charge will be based on the size of Purchaser's meter(s). The monthly Demand Charge shall be the greater of the Initial Nominated Demand or the average day of the calendar month multiplied by the demand rate as set forth in the Company's Commodity-Demand Rate Schedule, or successor rate schedule thereto. At the conclusion of each calendar quarter, a quarterly true up of the Demand Charge (the "Demand Charge True-Up") shall be calculated and billed. The Demand Charge True-Up will calculate the highest average day of the months in the calendar quarter and apply that to the demand rate for each quarter. For example:

Month	Usage (MG)	Average Day	Demand Charge Billed
July	77.500	2.500	2.500
August	83.700	2.700	2.700
September	78.000	2.600	2.900
Demand Charge (DC) for 3rd Month in Quarter Calculation			
Highest Average Day		2.700	
		x3	8.100
DC Billed First 2 Months		5.200	
DC to be Billed in 3rd Month		2.900	

The monthly Commodity Charge will be the total volume of water delivered to Purchaser multiplied by the commodity rate as set forth in the Company's Commodity-Demand Rate Schedule, or successor rate schedule thereto. The monthly Purchased Water Adjustment Clause charge will be the Nominated Demand multiplied by the days in the month multiplied by the Purchased Water Adjustment Clause rate as set forth in the Company's Purchased Water Adjustment Clause rate schedule, or successor rate schedule thereto. The Purchased Water Adjustment Clause shall be subject to true-up charges in the same manner as the Demand Charge above.

2. Section 5 of the Agreement, as amended by the Second and Third Amendments, shall be deleted and replaced in its entirety by the following:

5. Selection of and Revisions to Nominated Demand

b. Purchaser's Initial Nominated Demand is reflected on Schedule A hereto (the "Initial Nominated Demand"). In no event will

Purchaser's Nominated Demand be reduced below the Initial Nominated Demand during the term of this Agreement.

- c. Purchaser shall purchase one hundred percent (100%) of its everyday, non-emergency water supply from the Company, from the effective date of this Amendment through the term of the Agreement. If Purchaser purchases a portion of its everyday, non-emergency water supply from a source other than the Company, the Company may revoke the quarterly true-up mechanism in Section 4.A. of this Fourth Amendment and the charges shall be determined as set forth in the original Agreement.

3. All other terms and conditions of the Agreement, as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Fourth Amendment to be executed, under seal, by their authorized representatives, the year and the date first written above.

THE TOWNSHIP OF SOUTH
ORANGE VILLAGE

By: _____

Title: _____

Date: _____

NEW JERSEY-AMERICAN WATER
COMPANY, INC.

By: _____

Title: _____

Date: _____

Attest:

Name: _____

Title: _____

Date: _____

Attest:

Name: _____

Title: _____

Date: _____

Schedule A

Point(s) of Delivery:

South Orange Booster Station
300 Walton Avenue, South Orange, NJ
Block 2301; Lot 1

Initial Nominated Demand:

2.0 MGD

Estimated Regulatory Capacities (subject to NJDEP review and approval):

Peak Day Capacity:

3.0 MGD

(Nominated Demand)

Maximum Monthly Capacity:

93.0 MGM

*(Nominated Demand * 31 Days)*

Annual Capacity:

900.0 MGY

*(Nominated Demand * 365 Days)*

Effective Date of Nominated Demand:

January 1, 2021

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RESOLUTION #2021-188

June 28, 2021

RESOLUTION AWARDING CONTRACT TO PRAVCO, INC. FOR SOUTH ORANGE PUBLIC LIBRARY – CONNETT BUILDING EXTERIOR RENOVATION PHASE II

WHEREAS, plans and specifications were prepared for the South Orange Public Library - Connett Building Exterior Renovation Phase II project in the Township of South Orange Village and bids were received on June 22nd, 2021, and whereas 3 total bids were received, the lowest 3 bids are as follows:

<u>FROM</u>	<u>BID AMOUNT</u>
1. Pravco, Inc., Rahway, N.J	Base Bid: \$516,223 Alternate #1: \$ 98,100 Alternate #2: <u>\$ 15,300</u> Total: \$629,623
2. Paragon Restoration Copr. Kenilworth, NJ	Base Bid: \$629,623 Alternate #1: \$ 20,500 Alternate #2: <u>\$ 55,000</u> Total: \$670,050
3. Spartan Construction, Inc. South Amboy, NJ	Base Bid: \$870,000 Alternate #1: \$ 25,000 Alternate #2: <u>\$ 50,000</u> Total: \$945,000

And;

WHEREAS, the Village Engineer and the Consultant, Atkin Olshin Schade Architects, have reviewed the bid documents and recommend that the award of the contract be made to the lowest bidder, Pravco Incorporated, 245 Westcott Drive, Rahway, NJ 07065, including the Alternates in the amount not to exceed \$629,623.00; and



Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Brown						
Coallier			X			
Haskins			X			
Hartshorn Hilton	X		X			
Jones		X	X			
Zuckerman			X			

CERTIFICATION

I, Ojetti E. Davis, Acting Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their regular meeting held on Monday, June 28, 2021.

Ojetti E. Davis
Acting Village Clerk

South Orange Public Library Connett Building Restoration Phase 2
Bid Comparison Summary

Atkin Olshin Schade Architects
 6/22/2021

Item	Paragon Restoration	Sparton Construction	Pravco	Average
Signed Proposal	Matthew Paplo	Timmy Koukoumlis	Praveen Sharma	
Acknowledge Addendum 1	yes	yes	yes	
General Conditions, OH&P		195,000.00	67,600.00	131,300.00
Selective Demolition		25,000.00	22,500.00	23,750.00
Site Work		75,000.00	24,573.00	49,786.50
Masonry		210,000.00	109,200.00	159,600.00
Carpentry, Windows, and Doors		330,000.00	253,350.00	291,675.00
Painting		35,000.00	39,000.00	37,000.00
Total Base Bid	594,550.00	870,000.00	516,223.00	660,257.67
Alternate No. 1, additional storm windows	20,500.00	25,000.00	98,100.00	61,550.00
Alternate No. 2, replace front stairs	55,000.00	50,000.00	15,300.00	32,650.00
Total with Alternates	670,050.00	945,000.00	629,623.00	748,224.33
Unit Price No. 1, Glazing Replacement/SF	125.00	60.00	100.00	95.00
Unit Price No. 2, Window Dutchman Repair/Each	450.00	455.00	520.00	475.00
Unit Price No. 3, Brick Replacement/SF	175.00	175.00	90.00	146.67
Unit Price No. 4, Masonry Replacment/SF	225.00	650.00	90.00	321.67
Unit Price No. 5, Masonry Dutchman Repair/Each	225.00	1,600.00	300.00	708.33
Bid Guarantee (bid bond)	yes	yes	yes	
Consent of Surety (performance bond)	yes	yes	yes	
Stockholder List Certification	yes	yes	yes	
Hold Harmless/Indemnification Agreement	yes	yes	yes	
Non-Collusion Certification	yes	yes	yes	
Affirmative Action Questionnaire	yes	yes	yes	
Employee Information Report	yes	yes	yes	
Subcontractors Certification	yes	yes	yes	
Bidder Qualification Form	yes	yes	yes	
Insurance Certificates	yes	yes	yes	
Public Works Contractor Registration	yes	yes	yes	
NJ Business Registration	yes	yes	yes	